



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 June 18, 2024

TRIBAL LAND ACKNOWLEDGMENT

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

TELECONFERENCE INFORMATION

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

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

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 84622 677.

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Zoom Webinar 861 84622 677

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=68a69f03-6511-41ef-ae37-636788b98695

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 - 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. FY 2024-25 Preliminary Budget for Adoption

Departments: County Administrative Office and Finance

Mono County desires to adopt the Preliminary Budget as a temporary spending plan to operate from July 1, 2024, until a final budget for Fiscal Year 2024-2025 is adopted in September. This will allow Mono County to remain in compliance

with Government Code 29000 et seq. known as the County Budget Act.

Recommended Action: Adopt proposed Resolution approving the Preliminary Budget for FY 2024-25 as a temporary spending plan starting July 1, 2024, to remain in effect until the Board adopts a final budget in September. (4/5 vote required)

Fiscal Impact: The total fiscal impact is \$168,153,709 in expenditures, of which \$54,370,137 is in the General Fund.

B. Budget Adjustment for Elections to Increase Ballot Expenses with Revenues Received Above Budget

Departments: Elections

This budget adjustment is a request for a \$12,240.29 appropriation increase to the Elections budget for ballot expenses offset by election fees that have already been received above budget.

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

Fiscal Impact: There is no net impact to the General Fund. The appropriation increase for ballot expenses is funded by election fees revenues received above budget.

C. Budget Adjustment for Public Works Engineering Division for Traffic Counters

Departments: Public Works - Engineering

This is a budget adjustment to increase appropriations in the Engineering Division to purchase Stalker traffic counters with expiring Local Transportation Commission funds. The traffic counters are needed to study traffic calming and speed control efforts throughout Mono County.

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

Fiscal Impact: The appropriation increase of \$15,000 in the Engineering budget to acquire equipment is funded with a one-time revenue from the Mono County Local Transportation Commission.

D. Solid Waste Parcel Fee Program

Departments: Public Works - Solid Waste

Proposed resolution extending and re-establishing the Mono County Solid Waste Fee Program for fiscal year 2024-25 and Fee Agreement with the Town of Mammoth Lakes regarding collection and remission of the fee within Town boundaries.

Recommended Action: Adopt proposed resolution and authorize staff to finalize negotiations with the Town of Mammoth Lakes regarding the proposed Fee Agreement and return to the Board for approval of the final agreement at a subsequent meeting.

Fiscal Impact: The solid waste parcel fee generates approximately \$800,000 in revenues to the County annually, used primarily to finance the closure-post closure liability.

E. Special Event Road Closure Authorization to Close Substation Road on June 24, 2024

Departments: Public Works

The County routinely hosts special events each summer and sometimes the events require road closures. This resolution would grant the Public Works Director the authority to close affected County roads as necessary for the United States Police and Fire Games Event, occurring on June 24, 2024. Road closures would occur after event applications are evaluated and approved by other departments in accordance with their policies. This closure will take place on June 24, 2024, on Substation Road, between the hours of 11:30 am and 1:30 pm.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: Approximately \$1,000 per event included in the adopted budget. These costs result from the assistance provided by the respective road districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

F. Request to Pursue Grant Funding for Disaster Related Plans

Departments: Emergency Management

Apply for grant funding to hire a consultant to revise the Mono County Emergency Operations Plan and create a Continuity of Operations Plan and an All-Hazards Recovery Plan.

Recommended Action: Authorize the Office of Emergency Management to apply for the Fiscal Year 2024 Regional Catastrophic Preparedness Grant Program.

Fiscal Impact: The anticipated grant award is \$250,000, with no matching component.

G. Wood Innovations Grant Biomass Consultant Contract

Departments: Emergency Management

Proposed contract with TSS Consulting pertaining to the pre-development work necessary for the construction and operation of a 3-megawatt biomass power

plant in the Mammoth Lakes area.

Recommended Action: Authorize the Board Chair to sign a contract with TSS Consulting for the pre-development work for a Bio-Mass facility in Mono County.

Fiscal Impact: Cost of the contract is \$299,889, which is paid for with USFS Grant Funding.

H. Amendment to Agreement with Cri-Help, Inc., for the Provision of Residential Substance Use Disorder Treatment Services

Departments: Behavioral Health

Proposed contract amendment with Cri-Help, Inc. pertaining to the provision of Residential Substance Use Disorder Treatment Services.

Recommended Action: Approve, and authorize Chair, to sign contract amendment with Cri-Help, Inc. for provision of Residential Substance Use Disorder Treatment Services, for the period July 1, 2023, through June 30, 2025, and a not-to-exceed amount of \$220,000.

Fiscal Impact: The proposed amendment will increase the 12 month not-to-exceed amount from \$75,000 to \$110,000 and the total 2 year contract amount from \$150,000 to \$220,000. There is an available budget remaining in FY 2023-24 and this is included in the Department's requested budget for FY 2024-25. These services are paid for through a combination of funding sources, including the Substance Use Block Grant (SUBG), Drug Medi-Cal (DMC), and 2011 realignment.

I. Contract with Crestwood Behavioral Health Inc., for the Provision of Residential Treatment Services

Departments: Behavioral Health

Proposed contract with Crestwood Behavioral Health, Inc. pertaining to Provision of Residential Treatment Services.

Recommended Action: Approve, and authorize Chair to sign, contract with Crestwood Behavioral Health, Inc. for provision of residential treatment services for the period July 1, 2024, through June 30, 2025 and a not-to-exceed amount of \$126,655.

Fiscal Impact: The total amount of this contract is \$126,655 and is not to exceed \$126,655 per 12-month period. This contract is included in the FY 24/25 proposed budget and is paid for with Mental Health Services Act Full Service Partnership funds.

J. Grant Funding through Mental Health School Services Act (MHSSA)

Departments: Behavioral Health

The Mental Health Services Oversight and Accountability Commission is

accepting grant applications for additional funding under the Mental Health School Services Act (MHSSA) grant program. Should the Mono County Board of Supervisors approve moving forward with this grant, Mono County Behavioral Health will submit a competitive grant application for additional funding to sustain current MHSSA-funded activities.

Recommended Action: Authorize Mono County Behavioral Health to submit a grant application for additional MHSSA funding.

Fiscal Impact: No fiscal impact at this time. Grant amounts range from \$300,000 to \$500,000.

K. Amendment to Contract with County of Inyo for an Increase in Funds Related to the Senior Services Program

Departments: Health and Human Services

Proposed contract with Inyo County pertaining to Amendment #2 for an increase in funds related to the Senior Services Program for Fiscal Year 2023-24.

Recommended Action: Approve, and authorize Chair to sign, contract with Inyo County for Amendment #2 for Senior Services for the period July 1, 2020, through June 30, 2024, and a not-to-exceed amount of \$984,817.

Fiscal Impact: The proposed contract amendment provides an overall increase in funding for Mono County for fiscal year 2023-24. The total contract limit amount for July 1, 2020 through June 30, 2024 is increased from \$660,136 to \$984,814, an increase of \$324,681.

L. Letter of Support for Eastern Sierra Land Trust's Grant Application to the Wildlife Conservation Board

Departments: Community Development

Letter of Support for Eastern Sierra Land Trust's application to acquire a conservation easement on eight privately owned properties in Adobe Valley on or near Lake Antelope, east of State Route 120 and about ten miles north of the community of Benton.

Recommended Action: Modify the letter as desired, approve the letter of support, and authorize the Chair to sign.

Fiscal Impact: A slight reduction in future property taxes due to the preclusion of low-intensity rural uses, which likely would have been minimal given the sensitive resources.

6. CORRESPONDENCE RECEIVED

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

A. Letter of Support - Legislature's Budget Proposal

Letter of support from Mono County Board of Supervisors to Governor Newsom regarding the urgent need to support Legislature's budget proposal to restore affordable housing and homelessness funding.

B. Letter of Support - Budget Restorations

Letter of support from Mono County Board of Supervisors to Governor Newsom regarding budget restorations to CalWORKs, Child Welfare Services, and Adult Protective Services.

7. REGULAR AGENDA - MORNING

A. Update on the California Jobs First Program

Departments: Board of Supervisors, Sponsored by Supervisor Salcido
30 minutes

(Steven Frisch, President Sierra Business Council and Elaine Kabala, Eastern Sierra Council of Government Executive Director) - Informational presentation to update the Board of Supervisors on the Sierra Jobs First program implementation and presentation of draft strategic plan goals, strategies and implementation actions identified to date based on community input.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. The Ferguson Group (TFG) Update

Departments: Board of Supervisors
20 minutes

(Kristi More, Managing Partner of Strategic Development and Grants Services Jeremiah Van Auken, Senior Associate) - The Ferguson Group, LLC. (TFG) would like to provide an update to the Mono County Board of Supervisors on our ongoing advocacy efforts before the federal government and your representatives in Congress.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Authorize County Administrative Officer or Designee to Submit Broadband Technical Assistance Payment Reimbursement Requests

Departments: Board of Supervisors
15 minutes

(Scott Armstrong, Regional Broadband Coordinator) - This is a request for the

Board to authorize the County Administrative Officer, Finance Director, and IT Director to submit payment requests for the USDA Broadband Technical Assistance grant. The USDA Rural Utilities Service (RUS) requires that anyone submitting the SF-270 (Request for Advance or Reimbursement) be authorized by that agency's governing board. The Form 675 is the vehicle used to document which individuals are authorized to submit requests for advances or reimbursements to RUS on behalf of an agency.

Recommended Action: Authorize the County Administrator, Information Technology Director, and Finance Director to submit SF-270 forms (Request for Advance or Reimbursement) to the US Department of Agriculture Rural Utilities Service on behalf of the County for Broadband Technical Assistance grant reimbursement requests and authorize the Chairperson to sign the Form 675 to document the authorization to submit SF-270 forms for grant reimbursement requests.

Fiscal Impact: The County of Mono was awarded an \$83,000 grant in November 2023 for United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) funding to develop shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the unincorporated, exceptionally rural, agricultural area of Hammil, California. This is a reimbursement grant with a budget consisting of \$66,000 for contractor design work and \$17,000 for staff time.

D. Proposed Mono County Comments on Preliminary Environmental Assessment: Removal of Wild Horses Outside the Montgomery Pass Wild Horse Territory (MPWHT)

Departments: Board of Supervisors, Sponsored by Supervisor Gardner
20 minutes

Proposed Mono County letter with comments for the Preliminary Environmental Assessment: Removal of Wild Horses Outside the Montgomery Pass Wild Horse Territory.

Recommended Action: Approve and authorize Chair to sign proposed comment letter to Inyo National Forest and the Bureau of Land Management regarding wild horse gathering.

Fiscal Impact: None.

E. Contract with Government Finance Officers Association for Internal Business Process Review and Project Management Consulting Services for a New Enterprise Resource Planning System

Departments: Finance
20 minutes

(Janet Dutcher, Finance Director) - Proposed contract with Government Finance Officers Association (GFOA) for internal business process review and project management consulting services for implementing a new Enterprise Resource

Planning (ERP) System. The term of the contract is July 1, 2024, through June 30, 2029, for an amount not to exceed \$385,500. The arrangement is organized into three phases. Phase 1 and 2 includes planning, process improvement identification, needs assessment, ERP to software vendors, selection of a new ERP software package, and contract negotiations. Phase 3 includes implementation of the chosen ERP System.

Recommended Action: Approve, and authorize the County Administrative Officer to sign, contract with GFOA for internal business process review and project management consulting services for implementing a new ERP System for the period July 1, 2024, through June 30, 2029 and a not-to-exceed amount of \$385,500, and delegate authority to the County Administrative Officer to approve future minor changes or revisions that do not substantially alter the contract and are approved by County Counsel.

Fiscal Impact: Up to \$385,500 through June 30, 2029. First year estimate is up to \$193,000. The requested budget for FY 2024-25 includes \$100,000 for this contract. Staff will secure the remaining \$93,000 of the contract during the mid-year budget process.

F. Mental Health Services Act Fiscal Year 2024-2025 Annual Update

Departments: Behavioral Health

40 minutes (20 minute presentation, 20 minute discussion)

(Amanda Greenberg, Program Manager) - Presentation by Amanda Greenberg regarding Mental Health Services Act (MHSA) Fiscal Year 2024-25 Annual Update.

Recommended Action: Review and approve Annual Update. Provide any desired direction to staff.

Fiscal Impact: The MHSA FY 2024-25 Annual Update outlines the planned expenditure of approximately \$4,105,500 in FY 2024-25 plus a one-time expenditure of approximately \$1,577,000 housing project funds. MCBH is working to spend down its MHSA fund balance, as recommended by the Department of Health Care Services. There is no impact to the General Fund.

G. Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS)

Departments: Economic Development

30 minutes

(Liz Grans, Mono County Economic Development Manager and Film Commissioner) - Staff update on the Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS).

Recommended Action: Receive staff presentation regarding the history and current status of the Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS). Review the draft project list and provide

feedback on additional projects to be added for a potential funding application before the final project list is submitted to the Eastern Sierra Council of Governments (ESCOG) meeting on June 26, 2024. Provide any additional direction to staff.

Fiscal Impact: None.

H. Discussion on Funding Opportunities for Wildfire Resilience and Forest Health Projects

Departments: Emergency Management

25 minutes

(Wendilyn Grasseschi, Wildfire Mitigation Coordinator) - The Board received a presentation regarding the Eastern Sierra Climate and Community Resilience Project and the Wildfire Resilience Action Financial Team on May 14, 2024 and had a number of questions about project funding. This item provides an opportunity for the Board members to learn more about funding for wildfire resilience and forest health projects.

Recommended Action: Receive presentation and provide questions as needed.

Fiscal Impact: None.

I. Proposition 68 Deed Restrictions for Bridgeport, Lee Vining, and Walker Parks

Departments: Public Works

10 minutes

(Paul Roten, Public Works Director) - Deed restrictions for the Walker Park, Bridgeport Park, and Lee Vining Park Connection are necessary for receipt of Proposition 68 Per Capita Grant funds approved by the Board on January 21, 2020. This item requests signatures on three deed restrictions, having a time limit of 25 to 30 years. The deed restrictions ensure the parks are not sold or leased after completion of the Proposition 68 Grant Improvements.

Recommended Action: Approve the three Deed Restrictions for Walker Park, Bridgeport Park, and Lee Vining Park Connection and Board Chair to sign on behalf of the County.

Fiscal Impact: Proposition 68 per capita grant funding will be forfeited absent the deed restricting.

J. Proposed Ordinance Adding Chapter 1.14 (Administrative Subpoenas) to the Mono County Code

Departments: County Counsel, Code Enforcement

10 minutes

(Christopher Beck, County Counsel) - Proposed ordinance amending the Mono

County Code to authorize county staff to issue administrative subpoenas in connection with county investigations of alleged violations of county regulations.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: The fiscal impact of implementing the ordinance can be absorbed with current staff resources.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

9. REGULAR AGENDA - AFTERNOON

A. Potential Revisions to Short-Term Rental Policies and Regulations

Departments: Community Development

1.5 hours

(Wendy Sugimura, Community Development Director, Aaron Washco, Planning Analyst, and MIG consultant team) - Presentation on draft General Plan and County Code amendments resulting from the Short-Term Rental Study and subsequent policy direction.

Recommended Action: Review and provide direction on draft General Plan and County Code amendments and specific policy questions, direct staff to conduct another round of community outreach, and provide any further desired direction.

Fiscal Impact: None at this time. Staff time and consultant budget are included in the FY 2023-24 department budget.

B. Agreement Regarding Terms and Conditions of Employment for Assistant Community Development Director

Departments: Community Development

5 minutes

(Wendy Sugimura, Community Development Director) - Proposed resolution approving the terms and conditions of employment of Brent Calloway as Assistant Community Development Director, and prescribing the compensation,

appointment, and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve proposed Resolution, approving the terms and conditions of employment with Brent Calloway as Assistant Community Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$5,085, of which \$4,075 is salary and \$1,010 is benefits. The total cost of salary and benefits for an entire fiscal year is \$159,667, of which \$123,941 is salary and \$35,726 is benefits. This is included in the Department's FY 2023-24 adopted budget and FY 2024-25 requested budget.

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: County Administrative Office and Finance

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT FY 2024-25 Preliminary Budget for
Adoption

AGENDA DESCRIPTION:

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

Mono County desires to adopt the Preliminary Budget as a temporary spending plan to operate from July 1, 2024, until a final budget for Fiscal Year 2024-2025 is adopted in September. This will allow Mono County to remain in compliance with Government Code 29000 et seq. known as the County Budget Act.

RECOMMENDED ACTION:

Adopt proposed Resolution approving the Preliminary Budget for FY 2024-25 as a temporary spending plan starting July 1, 2024, to remain in effect until the Board adopts a final budget in September. (4/5 vote required)

FISCAL IMPACT:

The total fiscal impact is \$168,153,709 in expenditures, of which \$54,370,137 is in the General Fund.

CONTACT NAME: Megan Chapman

PHONE/EMAIL: 760-924-1836 / mchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Attachment A - Resolution
<input type="checkbox"/> Attachment B - Preliminary Budget FY 2024-25 (expenditures only)

History

Time

Who

Approval

6/13/2024 8:59 AM	County Counsel	Yes
6/13/2024 7:55 AM	Finance	Yes
6/13/2024 7:26 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

Date: June 18, 2024

To: Mono County Board of Supervisors

From: Megan Chapman, Budget Officer

RE: FY 2024-25 Preliminary Budget

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek "Interim"

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN SERVICES

Kathryn Peterson

INFORMATION TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Background:

As presented at the Budget workshop on May 16, staff requested to include \$168.2 million in expenditures, offset by \$141.2 million in revenues and \$27.02 million in Fund Balance. The General Fund portion includes \$54.4 million in expenditures offset by \$48.6 million in revenues leaving a \$5.8 million gap to balance in the coming months. The central budget team continues to work to reduce the deficit with departments. The current estimated deficit is \$4.4 million. The Preliminary Budget presented today is a temporary spending plan that will take effect July 1 and remain in effect until a Final Budget is adopted on September 17 after a Public Hearing on August 8. The Preliminary Budget is for expenditures only in the amount of \$168,153,709, of which \$54,370,137 is in the General Fund.

Attachment:

1. Attachment A - Resolution approving FY 2024-25 Preliminary Budget
2. Attachment B - Preliminary Budget 2024-25 (Expenditures only for temporary spending plan)



R24-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS
APPROVING A PRELIMINARY BUDGET
AS THE TEMPORARY BUDGET
FOR FISCAL YEAR 2024-2025 UNTIL SUCH TIME
AS THE 2024-25 BUDGET IS ADOPTED**

WHEREAS, the Board has adopted, on a permanent basis, the procedure prescribed by Government Code section 29000 et seq. regarding creation of a recommended budget; and

WHEREAS, the County desires to use a Preliminary budget as a temporary spending plan to operate from July 1, 2024, until a final budget for Fiscal Year 2024-2025 is adopted;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that: a Preliminary budget for Fiscal Year 2024-2025 is approved in the amount of *one hundred and sixty eight million, one hundred and fifty three thousand, seven hundred and nine dollars (\$168,153,709)*, which is the expenditures only of the Fiscal Year 2024-2025 Preliminary Budget.

BE IT FURTHER RESOLVED that the preliminary budget hereby approved shall remain in effect until the Final 2024 -2025 budget is adopted by the Board.

PASSED, APPROVED and ADOPTED this 18th day of June 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

**FY 2024-25
Preliminary
Budget**

Proposal	Account String	Account Name	Budget
Assessor			
AS 100-12-100 (Assessor)	100-12-100-21100	Permanent	\$800,569
AS 100-12-100 (Assessor)	100-12-100-21104	Bilingual	\$3,000
AS 100-12-100 (Assessor)	100-12-100-22101	Medicare	\$11,652
AS 100-12-100 (Assessor)	100-12-100-22103	401a Contributions	\$18,000
AS 100-12-100 (Assessor)	100-12-100-22104	Life Insurance	\$662
AS 100-12-100 (Assessor)	100-12-100-22105	State Disability	\$8,840
AS 100-12-100 (Assessor)	100-12-100-22106	Unemployment	\$1,093
AS 100-12-100 (Assessor)	100-12-100-22107	EBS Admin Fee	\$486
AS 100-12-100 (Assessor)	100-12-100-22108	Survivor's Benefit	\$225
AS 100-12-100 (Assessor)	100-12-100-22110	Health (Medical-Dental-Vision)	\$177,092
AS 100-12-100 (Assessor)	100-12-100-22120	Pension	\$219,079
AS 100-12-100 (Assessor)	100-12-100-22125	PRST Contribution	\$48,331
AS 100-12-100 (Assessor)	100-12-100-30280	Telephone/Communications	\$500
AS 100-12-100 (Assessor)	100-12-100-30500	Workers' Comp Ins Expense	\$14,524
AS 100-12-100 (Assessor)	100-12-100-30510	Liability Insurance Expense	\$117,943
AS 100-12-100 (Assessor)	100-12-100-31700	Membership Fees	\$2,500
AS 100-12-100 (Assessor)	100-12-100-32000	Office Expense	\$15,000
AS 100-12-100 (Assessor)	100-12-100-32010	TECHNOLOGY EXPENSES	\$21,603
AS 100-12-100 (Assessor)	100-12-100-32020	Technology Expense-Software Licen:	\$70,641
AS 100-12-100 (Assessor)	100-12-100-32030	Copier Pool	\$8,540
AS 100-12-100 (Assessor)	100-12-100-32390	Legal Services	\$50,000
AS 100-12-100 (Assessor)	100-12-100-32450	Contract Services	\$50,000
AS 100-12-100 (Assessor)	100-12-100-33350	Travel & Training Expense	\$14,700
AS 100-12-100 (Assessor)	100-12-100-33351	Vehicle Fuel Costs	\$2,000
AS 100-12-100 (Assessor)	100-12-100-33360	Motor Pool Expense	\$2,511
Behavioral Health			
BH 120-41-840 (Behavioral Health)	120-41-840-21100	Permanent	\$623,157
BH 120-41-840 (Behavioral Health)	120-41-840-21104	Bilingual	\$7,950
BH 120-41-840 (Behavioral Health)	120-41-840-21120	Overtime	\$5,196
BH 120-41-840 (Behavioral Health)	120-41-840-22101	Medicare	\$7,389
BH 120-41-840 (Behavioral Health)	120-41-840-22103	401a Contributions	\$75,000
BH 120-41-840 (Behavioral Health)	120-41-840-22104	Life Insurance	\$197
BH 120-41-840 (Behavioral Health)	120-41-840-22105	State Disability	\$5,606
BH 120-41-840 (Behavioral Health)	120-41-840-22106	Unemployment	\$694
BH 120-41-840 (Behavioral Health)	120-41-840-22107	EBS Admin Fee	\$297
BH 120-41-840 (Behavioral Health)	120-41-840-22108	Survivor's Benefit	\$138
BH 120-41-840 (Behavioral Health)	120-41-840-22109	Cellphone Stipends	\$4,422
BH 120-41-840 (Behavioral Health)	120-41-840-22110	Health (Medical-Dental-Vision)	\$102,841
BH 120-41-840 (Behavioral Health)	120-41-840-22120	Pension	\$143,043
BH 120-41-840 (Behavioral Health)	120-41-840-30280	Telephone/Communications	\$5,000
BH 120-41-840 (Behavioral Health)	120-41-840-30500	Workers' Comp Ins Expense	\$7,773
BH 120-41-840 (Behavioral Health)	120-41-840-30510	Liability Insurance Expense	\$11,516
BH 120-41-840 (Behavioral Health)	120-41-840-31700	Membership Fees	\$4,477
BH 120-41-840 (Behavioral Health)	120-41-840-32000	Office Expense	\$5,500
BH 120-41-840 (Behavioral Health)	120-41-840-32010	TECHNOLOGY EXPENSES	\$19,404
BH 120-41-840 (Behavioral Health)	120-41-840-32020	Technology Expense-Software Licen:	\$4,300
BH 120-41-840 (Behavioral Health)	120-41-840-32030	Copier Pool	\$2,500
BH 120-41-840 (Behavioral Health)	120-41-840-32450	Contract Services	\$165,025
BH 120-41-840 (Behavioral Health)	120-41-840-33120	Special Department Expense	\$2,000
BH 120-41-840 (Behavioral Health)	120-41-840-33350	Travel & Training Expense	\$24,200
BH 120-41-840 (Behavioral Health)	120-41-840-33351	Vehicle Fuel Costs	\$552
BH 120-41-840 (Behavioral Health)	120-41-840-33360	Motor Pool Expense	\$1,887
BH 120-41-840 (Behavioral Health)	120-41-840-33602	Civic Center Utilities	\$2,858

BH 120-41-840 (Behavioral Health)	120-41-840-60110	Civic Center Rent	\$31,548
BH 120-41-840 (Behavioral Health)	120-41-840-72960	A-87 Indirect Costs	\$418,789
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-21100	Permanent	\$594,578
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-21104	Bilingual	\$7,200
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-21120	Overtime	\$5,196
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22101	Medicare	\$8,726
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22102	Social Security (FICA)	\$504
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22103	401a Contributions	\$12,000
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22104	Life Insurance	\$245
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22105	State Disability	\$6,620
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22106	Unemployment	\$819
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22107	EBS Admin Fee	\$408
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22108	Survivor's Benefit	\$189
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22109	Cellphone Stipends	\$5,835
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22110	Health (Medical-Dental-Vision)	\$135,633
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-22120	Pension	\$162,048
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-30280	Telephone/Communications	\$4,100
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-30350	Household Expenses	\$17,000
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-30500	Workers' Comp Ins Expense	\$8,884
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-30510	Liability Insurance Expense	\$11,424
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-31700	Membership Fees	\$7,611
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-32000	Office Expense	\$6,000
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-32010	TECHNOLOGY EXPENSES	\$30,185
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-32020	Technology Expense-Software Licen:	\$750
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-32030	Copier Pool	\$300
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-32450	Contract Services	\$286,090
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-32950	Rents & Leases - Real Property	\$62,500
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-33120	Special Department Expense	\$38,750
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-33350	Travel & Training Expense	\$23,000
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-33351	Vehicle Fuel Costs	\$965
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-33360	Motor Pool Expense	\$3,146
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-33600	Utilities	\$7,200
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-33602	Civic Center Utilities	\$4,763
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-60110	Civic Center Rent	\$52,580
BH 120-41-845 (Alcohol and Drug Program)	120-41-845-72960	A-87 Indirect Costs	\$76,294
BH 121-41-841 (Mental Health Service Act)	121-41-841-21100	Permanent	\$1,628,382
BH 121-41-841 (Mental Health Service Act)	121-41-841-21104	Bilingual	\$17,850
BH 121-41-841 (Mental Health Service Act)	121-41-841-22101	Medicare	\$23,871
BH 121-41-841 (Mental Health Service Act)	121-41-841-22102	Social Security (FICA)	\$3,877
BH 121-41-841 (Mental Health Service Act)	121-41-841-22103	401a Contributions	\$25,000
BH 121-41-841 (Mental Health Service Act)	121-41-841-22104	Life Insurance	\$523
BH 121-41-841 (Mental Health Service Act)	121-41-841-22105	State Disability	\$18,109
BH 121-41-841 (Mental Health Service Act)	121-41-841-22106	Unemployment	\$2,239
BH 121-41-841 (Mental Health Service Act)	121-41-841-22107	EBS Admin Fee	\$1,294
BH 121-41-841 (Mental Health Service Act)	121-41-841-22108	Survivor's Benefit	\$599
BH 121-41-841 (Mental Health Service Act)	121-41-841-22109	Cellphone Stipends	\$9,183
BH 121-41-841 (Mental Health Service Act)	121-41-841-22110	Health (Medical-Dental-Vision)	\$252,580
BH 121-41-841 (Mental Health Service Act)	121-41-841-22120	Pension	\$341,450
BH 121-41-841 (Mental Health Service Act)	121-41-841-30280	Telephone/Communications	\$6,800
BH 121-41-841 (Mental Health Service Act)	121-41-841-30500	Workers' Comp Ins Expense	\$17,767
BH 121-41-841 (Mental Health Service Act)	121-41-841-30510	Liability Insurance Expense	\$18,023
BH 121-41-841 (Mental Health Service Act)	121-41-841-31200	Equip Maintenance & Repair	\$1,500
BH 121-41-841 (Mental Health Service Act)	121-41-841-31400	Building/Land Maint & Repair	\$1,050
BH 121-41-841 (Mental Health Service Act)	121-41-841-31700	Membership Fees	\$18,705
BH 121-41-841 (Mental Health Service Act)	121-41-841-32000	Office Expense	\$8,500
BH 121-41-841 (Mental Health Service Act)	121-41-841-32010	TECHNOLOGY EXPENSES	\$81,199
BH 121-41-841 (Mental Health Service Act)	121-41-841-32020	Technology Expense-Software Licen:	\$49,649

BH 121-41-841 (Mental Health Service Act)	121-41-841-32030	Copier Pool	\$2,000
BH 121-41-841 (Mental Health Service Act)	121-41-841-32450	Contract Services	\$1,409,373
BH 121-41-841 (Mental Health Service Act)	121-41-841-32950	Rents & Leases - Real Property	\$29,089
BH 121-41-841 (Mental Health Service Act)	121-41-841-33120	Special Department Expense	\$109,000
BH 121-41-841 (Mental Health Service Act)	121-41-841-33121	Special Dept-Student Loan Reim	\$20,000
BH 121-41-841 (Mental Health Service Act)	121-41-841-33350	Travel & Training Expense	\$20,000
BH 121-41-841 (Mental Health Service Act)	121-41-841-33351	Vehicle Fuel Costs	\$2,208
BH 121-41-841 (Mental Health Service Act)	121-41-841-33360	Motor Pool Expense	\$7,550
BH 121-41-841 (Mental Health Service Act)	121-41-841-33600	Utilities	\$7,600
BH 121-41-841 (Mental Health Service Act)	121-41-841-33602	Civic Center Utilities	\$11,430
BH 121-41-841 (Mental Health Service Act)	121-41-841-52011	Buildings & Improvements	\$50,000
BH 121-41-841 (Mental Health Service Act)	121-41-841-53022	Fixed Assets: Buildings	\$2,097,124
BH 121-41-841 (Mental Health Service Act)	121-41-841-60100	Operating Transfers Out	\$289,864
BH 121-41-841 (Mental Health Service Act)	121-41-841-60110	Civic Center Rent	\$126,193
BH 121-41-841 (Mental Health Service Act)	121-41-841-72960	A-87 Indirect Costs	\$156,451
BH 122-41-840 (Behavioral Health Realignment)	122-41-840-60100	Operating Transfers Out	\$1,202,248
County Administration			
CA 100-11-020 (County Administration)	100-11-020-21100	Permanent	\$831,113
CA 100-11-020 (County Administration)	100-11-020-21106	Cash-outs (Vac, SL, Comp)	\$2,567
CA 100-11-020 (County Administration)	100-11-020-22101	Medicare	\$12,089
CA 100-11-020 (County Administration)	100-11-020-22103	401a Contributions	\$30,000
CA 100-11-020 (County Administration)	100-11-020-22104	Life Insurance	\$556
CA 100-11-020 (County Administration)	100-11-020-22105	State Disability	\$9,171
CA 100-11-020 (County Administration)	100-11-020-22106	Unemployment	\$1,134
CA 100-11-020 (County Administration)	100-11-020-22107	EBS Admin Fee	\$378
CA 100-11-020 (County Administration)	100-11-020-22108	Survivor's Benefit	\$175
CA 100-11-020 (County Administration)	100-11-020-22109	Cellphone Stipends	\$1,260
CA 100-11-020 (County Administration)	100-11-020-22110	Health (Medical-Dental-Vision)	\$137,550
CA 100-11-020 (County Administration)	100-11-020-22120	Pension	\$199,281
CA 100-11-020 (County Administration)	100-11-020-22125	PRST Contribution	\$50,647
CA 100-11-020 (County Administration)	100-11-020-30280	Telephone/Communications	\$5,000
CA 100-11-020 (County Administration)	100-11-020-30500	Workers' Comp Ins Expense	\$25,955
CA 100-11-020 (County Administration)	100-11-020-30510	Liability Insurance Expense	\$105,640
CA 100-11-020 (County Administration)	100-11-020-31700	Membership Fees	\$7,031
CA 100-11-020 (County Administration)	100-11-020-32000	Office Expense	\$10,000
CA 100-11-020 (County Administration)	100-11-020-32010	TECHNOLOGY EXPENSES	\$16,775
CA 100-11-020 (County Administration)	100-11-020-32020	Technology Expense-Software Licen:	\$15,000
CA 100-11-020 (County Administration)	100-11-020-32030	Copier Pool	\$6,316
CA 100-11-020 (County Administration)	100-11-020-32450	Contract Services	\$265,000
CA 100-11-020 (County Administration)	100-11-020-33350	Travel & Training Expense	\$39,600
CA 100-11-020 (County Administration)	100-11-020-33351	Vehicle Fuel Costs	\$10,906
CA 100-11-020 (County Administration)	100-11-020-33360	Motor Pool Expense	\$11,036
CA 100-11-020 (County Administration)	100-11-020-33602	Civic Center Utilities	\$5,500
CA 100-11-020 (County Administration)	100-11-020-60110	Civic Center Rent	\$84,421
CA 100-14-030 (Human Resources)	100-14-030-21100	Permanent	\$382,945
CA 100-14-030 (Human Resources)	100-14-030-22101	Medicare	\$5,553
CA 100-14-030 (Human Resources)	100-14-030-22103	401a Contributions	\$10,000
CA 100-14-030 (Human Resources)	100-14-030-22104	Life Insurance	\$948
CA 100-14-030 (Human Resources)	100-14-030-22105	State Disability	\$4,213
CA 100-14-030 (Human Resources)	100-14-030-22106	Unemployment	\$521
CA 100-14-030 (Human Resources)	100-14-030-22107	EBS Admin Fee	\$216
CA 100-14-030 (Human Resources)	100-14-030-22108	Survivor's Benefit	\$100
CA 100-14-030 (Human Resources)	100-14-030-22109	Cellphone Stipends	\$2,280
CA 100-14-030 (Human Resources)	100-14-030-22110	Health (Medical-Dental-Vision)	\$57,890
CA 100-14-030 (Human Resources)	100-14-030-22120	Pension	\$108,297
CA 100-14-030 (Human Resources)	100-14-030-22125	PRST Contribution	\$23,354
CA 100-14-030 (Human Resources)	100-14-030-30500	Workers' Comp Ins Expense	\$4,108

CA 100-14-030 (Human Resources)	100-14-030-30510	Liability Insurance Expense	\$3,748
CA 100-14-030 (Human Resources)	100-14-030-31700	Membership Fees	\$1,220
CA 100-14-030 (Human Resources)	100-14-030-32000	Office Expense	\$10,000
CA 100-14-030 (Human Resources)	100-14-030-32010	TECHNOLOGY EXPENSES	\$10,433
CA 100-14-030 (Human Resources)	100-14-030-32020	Technology Expense-Software Licen:	\$25,000
CA 100-14-030 (Human Resources)	100-14-030-32030	Copier Pool	\$200
CA 100-14-030 (Human Resources)	100-14-030-32450	Contract Services	\$70,000
CA 100-14-030 (Human Resources)	100-14-030-33120	Special Department Expense	\$4,900
CA 100-14-030 (Human Resources)	100-14-030-33140	Recruiting Expenses	\$90,000
CA 100-14-030 (Human Resources)	100-14-030-33350	Travel & Training Expense	\$14,900
CA 100-21-076 (Public Defender)	100-21-076-30510	Liability Insurance Expense	\$299,379
CA 100-21-076 (Public Defender)	100-21-076-32450	Contract Services	\$801,162
CA 100-21-076 (Public Defender)	100-21-076-32500	Professional & Specialized Ser	\$55,000
CA 100-21-076 (Public Defender)	100-21-076-33120	Special Department Expense	\$120,000
CA 100-21-077 (Grand Jury)	100-21-077-31010	Jury And Witness Expense	\$1,500
CA 100-21-077 (Grand Jury)	100-21-077-32000	Office Expense	\$2,274
CA 100-21-077 (Grand Jury)	100-21-077-32020	Technology Expense-Software Licen:	\$3,558
CA 100-21-077 (Grand Jury)	100-21-077-33350	Travel & Training Expense	\$1,250
CA 100-26-074 (Ag Commissioner)	100-26-074-32500	Professional & Specialized Ser	\$250,000
CA 100-27-251 (Housing)	100-27-251-21100	Permanent	\$132,315
CA 100-27-251 (Housing)	100-27-251-22101	Medicare	\$1,919
CA 100-27-251 (Housing)	100-27-251-22104	Life Insurance	\$237
CA 100-27-251 (Housing)	100-27-251-22105	State Disability	\$1,456
CA 100-27-251 (Housing)	100-27-251-22106	Unemployment	\$180
CA 100-27-251 (Housing)	100-27-251-22107	EBS Admin Fee	\$54
CA 100-27-251 (Housing)	100-27-251-22108	Survivor's Benefit	\$25
CA 100-27-251 (Housing)	100-27-251-22109	Cellphone Stipends	\$660
CA 100-27-251 (Housing)	100-27-251-22110	Health (Medical-Dental-Vision)	\$11,655
CA 100-27-251 (Housing)	100-27-251-22120	Pension	\$37,419
CA 100-27-251 (Housing)	100-27-251-22125	PRST Contribution	\$8,070
CA 100-27-251 (Housing)	100-27-251-30500	Workers' Comp Ins Expense	\$1,027
CA 100-27-251 (Housing)	100-27-251-30510	Liability Insurance Expense	\$937
CA 100-27-251 (Housing)	100-27-251-32000	Office Expense	\$1,000
CA 100-27-251 (Housing)	100-27-251-32010	TECHNOLOGY EXPENSES	\$2,533
CA 100-27-251 (Housing)	100-27-251-32020	Technology Expense-Software Licen:	\$600
CA 100-27-251 (Housing)	100-27-251-32030	Copier Pool	\$200
CA 100-27-251 (Housing)	100-27-251-33350	Travel & Training Expense	\$5,000
CA 100-27-251 (Housing)	100-27-251-33351	Vehicle Fuel Costs	\$800
CA 100-27-251 (Housing)	100-27-251-33360	Motor Pool Expense	\$2,000
CA 100-27-465 (Office of Emergency Management)	100-27-465-21100	Permanent	\$269,853
CA 100-27-465 (Office of Emergency Management)	100-27-465-22101	Medicare	\$3,913
CA 100-27-465 (Office of Emergency Management)	100-27-465-22104	Life Insurance	\$492
CA 100-27-465 (Office of Emergency Management)	100-27-465-22105	State Disability	\$2,969
CA 100-27-465 (Office of Emergency Management)	100-27-465-22106	Unemployment	\$367
CA 100-27-465 (Office of Emergency Management)	100-27-465-22107	EBS Admin Fee	\$108
CA 100-27-465 (Office of Emergency Management)	100-27-465-22108	Survivor's Benefit	\$50
CA 100-27-465 (Office of Emergency Management)	100-27-465-22109	Cellphone Stipends	\$1,680
CA 100-27-465 (Office of Emergency Management)	100-27-465-22110	Health (Medical-Dental-Vision)	\$23,118
CA 100-27-465 (Office of Emergency Management)	100-27-465-22120	Pension	\$64,331
CA 100-27-465 (Office of Emergency Management)	100-27-465-22125	PRST Contribution	\$16,457
CA 100-27-465 (Office of Emergency Management)	100-27-465-30300	Food Expenses	\$2,500
CA 100-27-465 (Office of Emergency Management)	100-27-465-30500	Workers' Comp Ins Expense	\$2,054
CA 100-27-465 (Office of Emergency Management)	100-27-465-30510	Liability Insurance Expense	\$1,874
CA 100-27-465 (Office of Emergency Management)	100-27-465-31700	Membership Fees	\$260
CA 100-27-465 (Office of Emergency Management)	100-27-465-32000	Office Expense	\$750
CA 100-27-465 (Office of Emergency Management)	100-27-465-32010	TECHNOLOGY EXPENSES	\$4,958
CA 100-27-465 (Office of Emergency Management)	100-27-465-32020	Technology Expense-Software Licen:	\$10,450

CA 100-27-465 (Office of Emergency Management)	100-27-465-33100	Education & Training	\$650
CA 100-27-465 (Office of Emergency Management)	100-27-465-33350	Travel & Training Expense	\$2,500
CA 100-27-465 (Office of Emergency Management)	100-27-465-33351	Vehicle Fuel Costs	\$4,059
CA 100-27-465 (Office of Emergency Management)	100-27-465-33360	Motor Pool Expense	\$13,583
CA 100-55-073 (Veteran Services)	100-55-073-47010	Contributions To Other Governm	\$85,000
CA 100-63-072 (Farm Advisor)	100-63-072-32450	Contract Services	\$53,000
CA 160-10-225 (CSA 1)	160-10-225-21100	Permanent	\$20,000
CA 160-10-225 (CSA 1)	160-10-225-31400	Building/Land Maint & Repair	\$100,000
CA 160-10-225 (CSA 1)	160-10-225-32000	Office Expense	\$1,500
CA 160-10-225 (CSA 1)	160-10-225-32450	Contract Services	\$15,000
CA 160-10-225 (CSA 1)	160-10-225-32500	Professional & Specialized Ser	\$25,000
CA 160-10-225 (CSA 1)	160-10-225-32950	Rents & Leases - Real Property	\$1,200
CA 160-10-225 (CSA 1)	160-10-225-33120	Special Department Expense	\$10,500
CA 160-10-225 (CSA 1)	160-10-225-33600	Utilities	\$7,000
CA 160-10-225 (CSA 1)	160-10-225-52010	Land & Improvements	\$800,000
CA 160-10-225 (CSA 1)	160-10-225-91010	Contingency	\$50,000
CA 162-10-226 (CSA 2)	162-10-226-31200	Equip Maintenance & Repair	\$10,000
CA 162-10-226 (CSA 2)	162-10-226-32450	Contract Services	\$50,000
CA 162-10-226 (CSA 2)	162-10-226-33120	Special Department Expense	\$2,500
CA 162-10-226 (CSA 2)	162-10-226-33600	Utilities	\$1,000
CA 163-10-227 (CSA 5)	163-10-227-32000	Office Expense	\$500
CA 163-10-227 (CSA 5)	163-10-227-32450	Contract Services	\$14,500
CA 163-10-227 (CSA 5)	163-10-227-32500	Professional & Specialized Ser	\$22,500
CA 163-10-227 (CSA 5)	163-10-227-33120	Special Department Expense	\$60,000
CA 163-10-227 (CSA 5)	163-10-227-33600	Utilities	\$2,500
CA 163-10-227 (CSA 5)	163-10-227-52011	Buildings & Improvements	\$145,000
CA 163-10-227 (CSA 5)	163-10-227-53030	Capital Equipment, \$5,000+	\$350,000
CA 177-41-845 (Opioid Subdivision Fund)	177-41-845-20010	Expenditures	\$20,000
CA 178-41-845 (Opioid Abatement Fund)	178-10-001-33120	Special Department Expense	\$90,000
CA 185-00-000 (CDBG/HOME Grants)	185-00-000-33120	Special Department Expense	\$500,000
CA 188-27-251 (Affordable Housing)	188-27-251-32390	Legal Services	\$20,000
CA 188-27-251 (Affordable Housing)	188-27-251-32450	Contract Services	\$750,000
CA 188-27-251 (Affordable Housing)	188-27-251-33135	Special Dept - Loan Disbursements	\$500,000
CA 188-27-251 (Affordable Housing)	188-27-251-53022	Fixed Assets: Buildings	\$2,439,000
CA 189-27-251 (Local Housing Trust Fund)	189-27-251-53022	Fixed Assets: Buildings	\$655,652
CA 659-10-300 (Workforce Development)	659-10-300-32450	Contract Services	\$15,000
CA 659-10-300 (Workforce Development)	659-10-300-33120	Special Department Expense	\$51,000
County Counsel			
CC 100-13-120 (County Counsel)	100-13-120-21100	Permanent	\$781,666
CC 100-13-120 (County Counsel)	100-13-120-21106	Cash-outs (Vac, SL, Comp)	\$3,354
CC 100-13-120 (County Counsel)	100-13-120-22101	Medicare	\$11,211
CC 100-13-120 (County Counsel)	100-13-120-22103	401a Contributions	\$18,000
CC 100-13-120 (County Counsel)	100-13-120-22104	Life Insurance	\$1,109
CC 100-13-120 (County Counsel)	100-13-120-22105	State Disability	\$8,505
CC 100-13-120 (County Counsel)	100-13-120-22106	Unemployment	\$1,052
CC 100-13-120 (County Counsel)	100-13-120-22107	EBS Admin Fee	\$297
CC 100-13-120 (County Counsel)	100-13-120-22108	Survivor's Benefit	\$138
CC 100-13-120 (County Counsel)	100-13-120-22109	Cellphone Stipends	\$5,040
CC 100-13-120 (County Counsel)	100-13-120-22110	Health (Medical-Dental-Vision)	\$120,260
CC 100-13-120 (County Counsel)	100-13-120-22120	Pension	\$211,483
CC 100-13-120 (County Counsel)	100-13-120-22125	PRST Contribution	\$46,946
CC 100-13-120 (County Counsel)	100-13-120-30280	Telephone/Communications	\$1,000
CC 100-13-120 (County Counsel)	100-13-120-30500	Workers' Comp Ins Expense	\$5,693
CC 100-13-120 (County Counsel)	100-13-120-30510	Liability Insurance Expense	\$8,716
CC 100-13-120 (County Counsel)	100-13-120-31700	Membership Fees	\$6,900
CC 100-13-120 (County Counsel)	100-13-120-32000	Office Expense	\$7,000
CC 100-13-120 (County Counsel)	100-13-120-32010	TECHNOLOGY EXPENSES	\$13,520

CC 100-13-120 (County Counsel)	100-13-120-32020	Technology Expense-Software Licen:	\$10,500
CC 100-13-120 (County Counsel)	100-13-120-32030	Copier Pool	\$2,693
CC 100-13-120 (County Counsel)	100-13-120-32390	Legal Services	\$150,000
CC 100-13-120 (County Counsel)	100-13-120-32450	Contract Services	\$2,000
CC 100-13-120 (County Counsel)	100-13-120-33120	Special Department Expense	\$2,500
CC 100-13-120 (County Counsel)	100-13-120-33350	Travel & Training Expense	\$17,000
CC 100-13-120 (County Counsel)	100-13-120-33360	Motor Pool Expense	\$2,449
CC 100-13-120 (County Counsel)	100-13-120-33602	Civic Center Utilities	\$6,000
CC 100-13-120 (County Counsel)	100-13-120-60110	Civic Center Rent	\$76,361
CC 156-21-078 (Law Library)	156-21-078-20010	Expenditures	\$13,150
CC 652-10-300 (Insurance ISF)	652-10-300-21100	Permanent	\$132,294
CC 652-10-300 (Insurance ISF)	652-10-300-21106	Cash-outs (Vac, SL, Comp)	\$2,252
CC 652-10-300 (Insurance ISF)	652-10-300-22101	Medicare	\$1,919
CC 652-10-300 (Insurance ISF)	652-10-300-22103	401a Contributions	\$7,000
CC 652-10-300 (Insurance ISF)	652-10-300-22104	Life Insurance	\$237
CC 652-10-300 (Insurance ISF)	652-10-300-22105	State Disability	\$1,456
CC 652-10-300 (Insurance ISF)	652-10-300-22106	Unemployment	\$180
CC 652-10-300 (Insurance ISF)	652-10-300-22107	EBS Admin Fee	\$54
CC 652-10-300 (Insurance ISF)	652-10-300-22108	Survivor's Benefit	\$25
CC 652-10-300 (Insurance ISF)	652-10-300-22109	Cellphone Stipends	\$1,260
CC 652-10-300 (Insurance ISF)	652-10-300-22110	Health (Medical-Dental-Vision)	\$23,118
CC 652-10-300 (Insurance ISF)	652-10-300-22120	Pension	\$37,413
CC 652-10-300 (Insurance ISF)	652-10-300-30500	Workers' Comp Ins Expense	\$1,170,885
CC 652-10-300 (Insurance ISF)	652-10-300-30510	Liability Insurance Expense	\$1,456,381
CC 652-10-300 (Insurance ISF)	652-10-300-32000	Office Expense	\$200
CC 652-10-300 (Insurance ISF)	652-10-300-32010	TECHNOLOGY EXPENSES	\$2,733
CC 652-10-300 (Insurance ISF)	652-10-300-33100	Education & Training	\$3,000
CC 652-10-300 (Insurance ISF)	652-10-300-33120	Special Department Expense	\$12,000
CC 652-10-300 (Insurance ISF)	652-10-300-33360	Motor Pool Expense	\$250
CC 652-10-300 (Insurance ISF)	652-10-300-35120	Dental Claims	\$235,450
CC 652-10-300 (Insurance ISF)	652-10-300-72960	A-87 Indirect Costs	\$87,368
Community Development			
CD 100-27-250 (Planning)	100-27-250-21100	Permanent	\$993,458
CD 100-27-250 (Planning)	100-27-250-21106	Cash-outs (Vac, SL, Comp)	\$3,000
CD 100-27-250 (Planning)	100-27-250-22101	Medicare	\$14,933
CD 100-27-250 (Planning)	100-27-250-22103	401a Contributions	\$25,000
CD 100-27-250 (Planning)	100-27-250-22104	Life Insurance	\$481
CD 100-27-250 (Planning)	100-27-250-22105	State Disability	\$11,329
CD 100-27-250 (Planning)	100-27-250-22106	Unemployment	\$1,401
CD 100-27-250 (Planning)	100-27-250-22107	EBS Admin Fee	\$681
CD 100-27-250 (Planning)	100-27-250-22108	Survivor's Benefit	\$315
CD 100-27-250 (Planning)	100-27-250-22110	Health (Medical-Dental-Vision)	\$264,527
CD 100-27-250 (Planning)	100-27-250-22120	Pension	\$258,837
CD 100-27-250 (Planning)	100-27-250-22125	PRST Contribution	\$62,043
CD 100-27-250 (Planning)	100-27-250-30280	Telephone/Communications	\$500
CD 100-27-250 (Planning)	100-27-250-30500	Workers' Comp Ins Expense	\$9,140
CD 100-27-250 (Planning)	100-27-250-30510	Liability Insurance Expense	\$39,188
CD 100-27-250 (Planning)	100-27-250-31700	Membership Fees	\$2,197
CD 100-27-250 (Planning)	100-27-250-32000	Office Expense	\$5,000
CD 100-27-250 (Planning)	100-27-250-32010	TECHNOLOGY EXPENSES	\$28,163
CD 100-27-250 (Planning)	100-27-250-32020	Technology Expense-Software Licen:	\$10,751
CD 100-27-250 (Planning)	100-27-250-32030	Copier Pool	\$4,082
CD 100-27-250 (Planning)	100-27-250-32450	Contract Services	\$252,420
CD 100-27-250 (Planning)	100-27-250-32800	Publications & Legal Notices	\$700
CD 100-27-250 (Planning)	100-27-250-33350	Travel & Training Expense	\$10,000
CD 100-27-250 (Planning)	100-27-250-33351	Vehicle Fuel Costs	\$6,500
CD 100-27-250 (Planning)	100-27-250-33360	Motor Pool Expense	\$14,000

CD 100-27-250 (Planning)	100-27-250-33602	Civic Center Utilities	\$7,600
CD 100-27-250 (Planning)	100-27-250-60110	Civic Center Rent	\$125,142
CD 100-27-252 (Code Enforcement)	100-27-252-21100	Permanent	\$179,733
CD 100-27-252 (Code Enforcement)	100-27-252-22101	Medicare	\$2,607
CD 100-27-252 (Code Enforcement)	100-27-252-22103	401a Contributions	\$8,500
CD 100-27-252 (Code Enforcement)	100-27-252-22104	Life Insurance	\$25
CD 100-27-252 (Code Enforcement)	100-27-252-22105	State Disability	\$1,978
CD 100-27-252 (Code Enforcement)	100-27-252-22106	Unemployment	\$245
CD 100-27-252 (Code Enforcement)	100-27-252-22107	EBS Admin Fee	\$108
CD 100-27-252 (Code Enforcement)	100-27-252-22108	Survivor's Benefit	\$50
CD 100-27-252 (Code Enforcement)	100-27-252-22109	Cellphone Stipends	\$300
CD 100-27-252 (Code Enforcement)	100-27-252-22110	Health (Medical-Dental-Vision)	\$11,655
CD 100-27-252 (Code Enforcement)	100-27-252-22120	Pension	\$47,759
CD 100-27-252 (Code Enforcement)	100-27-252-22125	PRST Contribution	\$10,464
CD 100-27-252 (Code Enforcement)	100-27-252-30120	Uniform Allowance	\$500
CD 100-27-252 (Code Enforcement)	100-27-252-30280	Telephone/Communications	\$500
CD 100-27-252 (Code Enforcement)	100-27-252-30500	Workers' Comp Ins Expense	\$2,054
CD 100-27-252 (Code Enforcement)	100-27-252-30510	Liability Insurance Expense	\$17,628
CD 100-27-252 (Code Enforcement)	100-27-252-31700	Membership Fees	\$300
CD 100-27-252 (Code Enforcement)	100-27-252-32000	Office Expense	\$200
CD 100-27-252 (Code Enforcement)	100-27-252-32010	TECHNOLOGY EXPENSES	\$4,920
CD 100-27-252 (Code Enforcement)	100-27-252-32020	Technology Expense-Software Licen:	\$3,195
CD 100-27-252 (Code Enforcement)	100-27-252-32030	Copier Pool	\$392
CD 100-27-252 (Code Enforcement)	100-27-252-33350	Travel & Training Expense	\$3,000
CD 100-27-252 (Code Enforcement)	100-27-252-33351	Vehicle Fuel Costs	\$5,375
CD 100-27-252 (Code Enforcement)	100-27-252-33360	Motor Pool Expense	\$12,024
CD 100-27-253 (Planning Commission)	100-27-253-21100	Permanent	\$6,300
CD 100-27-253 (Planning Commission)	100-27-253-22101	Medicare	\$92
CD 100-27-253 (Planning Commission)	100-27-253-22102	Social Security (FICA)	\$149
CD 100-27-253 (Planning Commission)	100-27-253-22105	State Disability	\$70
CD 100-27-253 (Planning Commission)	100-27-253-22106	Unemployment	\$9
CD 100-27-253 (Planning Commission)	100-27-253-22107	EBS Admin Fee	\$270
CD 100-27-253 (Planning Commission)	100-27-253-22108	Survivor's Benefit	\$125
CD 100-27-253 (Planning Commission)	100-27-253-30500	Workers' Comp Ins Expense	\$5,135
CD 100-27-253 (Planning Commission)	100-27-253-30510	Liability Insurance Expense	\$4,685
CD 100-27-253 (Planning Commission)	100-27-253-31700	Membership Fees	\$436
CD 100-27-253 (Planning Commission)	100-27-253-32010	TECHNOLOGY EXPENSES	\$1,470
CD 100-27-253 (Planning Commission)	100-27-253-32800	Publications & Legal Notices	\$1,000
CD 100-27-253 (Planning Commission)	100-27-253-33350	Travel & Training Expense	\$3,800
CD 100-27-255 (Building Inspector)	100-27-255-21100	Permanent	\$308,970
CD 100-27-255 (Building Inspector)	100-27-255-21106	Cash-outs (Vac, SL, Comp)	\$1,821
CD 100-27-255 (Building Inspector)	100-27-255-22101	Medicare	\$4,507
CD 100-27-255 (Building Inspector)	100-27-255-22103	401a Contributions	\$13,000
CD 100-27-255 (Building Inspector)	100-27-255-22104	Life Insurance	\$83
CD 100-27-255 (Building Inspector)	100-27-255-22105	State Disability	\$3,419
CD 100-27-255 (Building Inspector)	100-27-255-22106	Unemployment	\$423
CD 100-27-255 (Building Inspector)	100-27-255-22107	EBS Admin Fee	\$238
CD 100-27-255 (Building Inspector)	100-27-255-22108	Survivor's Benefit	\$110
CD 100-27-255 (Building Inspector)	100-27-255-22109	Cellphone Stipends	\$1,440
CD 100-27-255 (Building Inspector)	100-27-255-22110	Health (Medical-Dental-Vision)	\$39,626
CD 100-27-255 (Building Inspector)	100-27-255-22120	Pension	\$74,479
CD 100-27-255 (Building Inspector)	100-27-255-22125	PRST Contribution	\$18,415
CD 100-27-255 (Building Inspector)	100-27-255-30500	Workers' Comp Ins Expense	\$3,687
CD 100-27-255 (Building Inspector)	100-27-255-30510	Liability Insurance Expense	\$4,337
CD 100-27-255 (Building Inspector)	100-27-255-31700	Membership Fees	\$1,200
CD 100-27-255 (Building Inspector)	100-27-255-32000	Office Expense	\$3,000
CD 100-27-255 (Building Inspector)	100-27-255-32010	TECHNOLOGY EXPENSES	\$10,561

CD 100-27-255 (Building Inspector)	100-27-255-32020	Technology Expense-Software Licen:	\$13,361
CD 100-27-255 (Building Inspector)	100-27-255-32030	Copier Pool	\$1,100
CD 100-27-255 (Building Inspector)	100-27-255-32450	Contract Services	\$130,000
CD 100-27-255 (Building Inspector)	100-27-255-33350	Travel & Training Expense	\$9,000
CD 100-27-255 (Building Inspector)	100-27-255-33351	Vehicle Fuel Costs	\$7,860
CD 100-27-255 (Building Inspector)	100-27-255-33360	Motor Pool Expense	\$16,807
CD 107-27-194 (Geothermal)	107-27-194-52015	Geothermal Projects	\$111,245
CD 148-27-250 (CASp)	148-27-255-33350	Travel & Training Expense	\$2,000
CD 170-27-252 (Beautification Fund - Code)	170-27-252-20010	Expenditures	\$25,000
CD 187-27-250 (CDD Grants)	187-27-250-21100	Permanent	\$28,221
CD 187-27-250 (CDD Grants)	187-27-250-32450	Contract Services	\$493,982
Clerk Recorder			
CL 100-11-010 (Board of Supervisors)	100-11-010-21100	Permanent	\$326,061
CL 100-11-010 (Board of Supervisors)	100-11-010-21130	Auto Allowance	\$37,920
CL 100-11-010 (Board of Supervisors)	100-11-010-22101	Medicare	\$4,728
CL 100-11-010 (Board of Supervisors)	100-11-010-22102	Social Security (FICA)	\$3,984
CL 100-11-010 (Board of Supervisors)	100-11-010-22103	401a Contributions	\$9,000
CL 100-11-010 (Board of Supervisors)	100-11-010-22104	Life Insurance	\$720
CL 100-11-010 (Board of Supervisors)	100-11-010-22105	State Disability	\$3,587
CL 100-11-010 (Board of Supervisors)	100-11-010-22106	Unemployment	\$444
CL 100-11-010 (Board of Supervisors)	100-11-010-22107	EBS Admin Fee	\$270
CL 100-11-010 (Board of Supervisors)	100-11-010-22108	Survivor's Benefit	\$125
CL 100-11-010 (Board of Supervisors)	100-11-010-22109	Cellphone Stipends	\$1,200
CL 100-11-010 (Board of Supervisors)	100-11-010-22110	Health (Medical-Dental-Vision)	\$76,201
CL 100-11-010 (Board of Supervisors)	100-11-010-22120	Pension	\$55,874
CL 100-11-010 (Board of Supervisors)	100-11-010-22125	PRST Contribution	\$19,885
CL 100-11-010 (Board of Supervisors)	100-11-010-30280	Telephone/Communications	\$500
CL 100-11-010 (Board of Supervisors)	100-11-010-30500	Workers' Comp Ins Expense	\$8,194
CL 100-11-010 (Board of Supervisors)	100-11-010-30510	Liability Insurance Expense	\$9,868
CL 100-11-010 (Board of Supervisors)	100-11-010-31700	Membership Fees	\$14,775
CL 100-11-010 (Board of Supervisors)	100-11-010-32000	Office Expense	\$1,200
CL 100-11-010 (Board of Supervisors)	100-11-010-32010	TECHNOLOGY EXPENSES	\$11,871
CL 100-11-010 (Board of Supervisors)	100-11-010-32030	Copier Pool	\$2,364
CL 100-11-010 (Board of Supervisors)	100-11-010-32800	Publications & Legal Notices	\$7,000
CL 100-11-010 (Board of Supervisors)	100-11-010-33010	Minor Equipment	\$1,200
CL 100-11-010 (Board of Supervisors)	100-11-010-33120	Special Department Expense	\$3,000
CL 100-11-010 (Board of Supervisors)	100-11-010-33350	Travel & Training Expense	\$52,000
CL 100-11-010 (Board of Supervisors)	100-11-010-33351	Vehicle Fuel Costs	\$1,598
CL 100-11-010 (Board of Supervisors)	100-11-010-33360	Motor Pool Expense	\$5,040
CL 100-11-010 (Board of Supervisors)	100-11-010-33602	Civic Center Utilities	\$5,000
CL 100-11-010 (Board of Supervisors)	100-11-010-60110	Civic Center Rent	\$56,231
CL 100-15-181 (Elections)	100-15-181-21100	Permanent	\$183,391
CL 100-15-181 (Elections)	100-15-181-22101	Medicare	\$2,660
CL 100-15-181 (Elections)	100-15-181-22103	401a Contributions	\$8,000
CL 100-15-181 (Elections)	100-15-181-22104	Life Insurance	\$139
CL 100-15-181 (Elections)	100-15-181-22105	State Disability	\$2,018
CL 100-15-181 (Elections)	100-15-181-22106	Unemployment	\$250
CL 100-15-181 (Elections)	100-15-181-22107	EBS Admin Fee	\$122
CL 100-15-181 (Elections)	100-15-181-22108	Survivor's Benefit	\$57
CL 100-15-181 (Elections)	100-15-181-22110	Health (Medical-Dental-Vision)	\$19,201
CL 100-15-181 (Elections)	100-15-181-22120	Pension	\$31,423
CL 100-15-181 (Elections)	100-15-181-22125	PRST Contribution	\$5,115
CL 100-15-181 (Elections)	100-15-181-30280	Telephone/Communications	\$458
CL 100-15-181 (Elections)	100-15-181-32000	Office Expense	\$20,000
CL 100-15-181 (Elections)	100-15-181-32010	TECHNOLOGY EXPENSES	\$5,599
CL 100-15-181 (Elections)	100-15-181-32020	Technology Expense-Software Licen:	\$40,502
CL 100-15-181 (Elections)	100-15-181-32030	Copier Pool	\$7,000

CL 100-15-181 (Elections)	100-15-181-32800	Publications & Legal Notices	\$3,000
CL 100-15-181 (Elections)	100-15-181-33120	Special Department Expense	\$1,750
CL 100-15-181 (Elections)	100-15-181-33122	Poll Worker Expenses	\$10,000
CL 100-15-181 (Elections)	100-15-181-33124	Ballot Expenses	\$41,000
CL 100-15-181 (Elections)	100-15-181-33350	Travel & Training Expense	\$1,600
CL 100-15-181 (Elections)	100-15-181-33351	Vehicle Fuel Costs	\$1,000
CL 100-15-181 (Elections)	100-15-181-33360	Motor Pool Expense	\$1,600
CL 100-27-180 (Clerk Recorder)	100-27-180-21100	Permanent	\$393,468
CL 100-27-180 (Clerk Recorder)	100-27-180-21103	Education Add-on Pay	\$1,800
CL 100-27-180 (Clerk Recorder)	100-27-180-21106	Cash-outs (Vac, SL, Comp)	\$1,665
CL 100-27-180 (Clerk Recorder)	100-27-180-22101	Medicare	\$5,720
CL 100-27-180 (Clerk Recorder)	100-27-180-22103	401a Contributions	\$12,000
CL 100-27-180 (Clerk Recorder)	100-27-180-22104	Life Insurance	\$417
CL 100-27-180 (Clerk Recorder)	100-27-180-22105	State Disability	\$4,340
CL 100-27-180 (Clerk Recorder)	100-27-180-22106	Unemployment	\$537
CL 100-27-180 (Clerk Recorder)	100-27-180-22107	EBS Admin Fee	\$257
CL 100-27-180 (Clerk Recorder)	100-27-180-22108	Survivor's Benefit	\$119
CL 100-27-180 (Clerk Recorder)	100-27-180-22110	Health (Medical-Dental-Vision)	\$76,321
CL 100-27-180 (Clerk Recorder)	100-27-180-22120	Pension	\$111,273
CL 100-27-180 (Clerk Recorder)	100-27-180-22125	PRST Contribution	\$22,308
CL 100-27-180 (Clerk Recorder)	100-27-180-30280	Telephone/Communications	\$1,485
CL 100-27-180 (Clerk Recorder)	100-27-180-30500	Workers' Comp Ins Expense	\$6,548
CL 100-27-180 (Clerk Recorder)	100-27-180-30510	Liability Insurance Expense	\$6,535
CL 100-27-180 (Clerk Recorder)	100-27-180-31700	Membership Fees	\$1,850
CL 100-27-180 (Clerk Recorder)	100-27-180-32000	Office Expense	\$10,000
CL 100-27-180 (Clerk Recorder)	100-27-180-32010	TECHNOLOGY EXPENSES	\$14,695
CL 100-27-180 (Clerk Recorder)	100-27-180-32020	Technology Expense-Software Licen:	\$16,212
CL 100-27-180 (Clerk Recorder)	100-27-180-32030	Copier Pool	\$3,313
CL 100-27-180 (Clerk Recorder)	100-27-180-32950	Rents & Leases - Real Property	\$15,400
CL 100-27-180 (Clerk Recorder)	100-27-180-33010	Minor Equipment	\$6,000
CL 100-27-180 (Clerk Recorder)	100-27-180-33120	Special Department Expense	\$310
CL 100-27-180 (Clerk Recorder)	100-27-180-33350	Travel & Training Expense	\$6,300
CL 100-27-180 (Clerk Recorder)	100-27-180-33351	Vehicle Fuel Costs	\$1,000
CL 100-27-180 (Clerk Recorder)	100-27-180-33360	Motor Pool Expense	\$1,500
CL 173-27-180 (Clerk Micrographics-Social Security Trunc)	173-27-180-20010	Expenditures	\$4,000
CL 174-27-180 (Clerk Modernization)	174-27-180-20010	Expenditures	\$4,000
District Attorney			
DA 100-21-430 (District Attorney)	100-21-430-21100	Permanent	\$990,791
DA 100-21-430 (District Attorney)	100-21-430-21103	Education Add-on Pay	\$19,515
DA 100-21-430 (District Attorney)	100-21-430-21106	Cash-outs (Vac, SL, Comp)	\$19,000
DA 100-21-430 (District Attorney)	100-21-430-21120	Overtime	\$17,000
DA 100-21-430 (District Attorney)	100-21-430-22101	Medicare	\$15,389
DA 100-21-430 (District Attorney)	100-21-430-22103	401a Contributions	\$38,000
DA 100-21-430 (District Attorney)	100-21-430-22104	Life Insurance	\$1,009
DA 100-21-430 (District Attorney)	100-21-430-22105	State Disability	\$11,675
DA 100-21-430 (District Attorney)	100-21-430-22106	Unemployment	\$1,444
DA 100-21-430 (District Attorney)	100-21-430-22107	EBS Admin Fee	\$400
DA 100-21-430 (District Attorney)	100-21-430-22108	Survivor's Benefit	\$185
DA 100-21-430 (District Attorney)	100-21-430-22109	Cellphone Stipends	\$8,484
DA 100-21-430 (District Attorney)	100-21-430-22110	Health (Medical-Dental-Vision)	\$149,088
DA 100-21-430 (District Attorney)	100-21-430-22120	Pension	\$459,037
DA 100-21-430 (District Attorney)	100-21-430-22125	PRST Contribution	\$62,275
DA 100-21-430 (District Attorney)	100-21-430-30280	Telephone/Communications	\$5,282
DA 100-21-430 (District Attorney)	100-21-430-30500	Workers' Comp Ins Expense	\$10,141
DA 100-21-430 (District Attorney)	100-21-430-30510	Liability Insurance Expense	\$19,607
DA 100-21-430 (District Attorney)	100-21-430-31010	Jury And Witness Expense	\$40,000
DA 100-21-430 (District Attorney)	100-21-430-31700	Membership Fees	\$8,000

DA 100-21-430 (District Attorney)	100-21-430-32000	Office Expense	\$12,500
DA 100-21-430 (District Attorney)	100-21-430-32010	TECHNOLOGY EXPENSES	\$18,794
DA 100-21-430 (District Attorney)	100-21-430-32020	Technology Expense-Software Licen:	\$36,736
DA 100-21-430 (District Attorney)	100-21-430-32030	Copier Pool	\$1,642
DA 100-21-430 (District Attorney)	100-21-430-32450	Contract Services	\$80,358
DA 100-21-430 (District Attorney)	100-21-430-32500	Professional & Specialized Ser	\$25,000
DA 100-21-430 (District Attorney)	100-21-430-33120	Special Department Expense	\$19,500
DA 100-21-430 (District Attorney)	100-21-430-33350	Travel & Training Expense	\$35,000
DA 100-21-430 (District Attorney)	100-21-430-33351	Vehicle Fuel Costs	\$12,182
DA 100-21-430 (District Attorney)	100-21-430-33360	Motor Pool Expense	\$27,313
DA 100-21-430 (District Attorney)	100-21-430-33602	Civic Center Utilities	\$15,000
DA 100-21-430 (District Attorney)	100-21-430-60110	Civic Center Rent	\$168,795
DA 100-56-433 (Victim Witness)	100-56-433-21100	Permanent	\$196,341
DA 100-56-433 (Victim Witness)	100-56-433-21106	Cash-outs (Vac, SL, Comp)	\$1,000
DA 100-56-433 (Victim Witness)	100-56-433-21120	Overtime	\$3,575
DA 100-56-433 (Victim Witness)	100-56-433-22101	Medicare	\$2,862
DA 100-56-433 (Victim Witness)	100-56-433-22103	401a Contributions	\$3,600
DA 100-56-433 (Victim Witness)	100-56-433-22104	Life Insurance	\$81
DA 100-56-433 (Victim Witness)	100-56-433-22105	State Disability	\$2,171
DA 100-56-433 (Victim Witness)	100-56-433-22106	Unemployment	\$269
DA 100-56-433 (Victim Witness)	100-56-433-22107	EBS Admin Fee	\$141
DA 100-56-433 (Victim Witness)	100-56-433-22108	Survivor's Benefit	\$65
DA 100-56-433 (Victim Witness)	100-56-433-22109	Cellphone Stipends	\$1,716
DA 100-56-433 (Victim Witness)	100-56-433-22110	Health (Medical-Dental-Vision)	\$61,625
DA 100-56-433 (Victim Witness)	100-56-433-22120	Pension	\$55,525
DA 100-56-433 (Victim Witness)	100-56-433-22125	PRST Contribution	\$11,988
DA 100-56-433 (Victim Witness)	100-56-433-30280	Telephone/Communications	\$2,136
DA 100-56-433 (Victim Witness)	100-56-433-32010	TECHNOLOGY EXPENSES	\$6,080
DA 100-56-433 (Victim Witness)	100-56-433-32020	Technology Expense-Software Licen:	\$4,050
DA 100-56-433 (Victim Witness)	100-56-433-32030	Copier Pool	\$1,900
DA 100-56-433 (Victim Witness)	100-56-433-33351	Vehicle Fuel Costs	\$8,000
DA 100-56-433 (Victim Witness)	100-56-433-33360	Motor Pool Expense	\$14,396
DA 106-21-430 (CalMet Program)	106-21-430-21100	Permanent	\$32,000
DA 106-21-430 (CalMet Program)	106-21-430-21120	Overtime	\$3,000
DA 106-21-430 (CalMet Program)	106-21-430-22100	Other Employee Benefits	\$20,000
DA 106-21-430 (CalMet Program)	106-21-430-32000	Office Expense	\$5,000
DA 106-21-430 (CalMet Program)	106-21-430-33120	Special Department Expense	\$5,000
DA 106-21-430 (CalMet Program)	106-21-430-33141	Confidential Funds	\$5,000
DA 106-21-430 (CalMet Program)	106-21-430-60100	Operating Transfers Out	\$27,300
DA 154-21-430 (Unfair competition Fund)	154-21-430-60100	Operating Transfers Out	\$9,186
DA 155-21-430 (DA Diversion Program)	155-21-430-33120	Special Department Expense	\$5,000
Economic Development			
ED 100-19-190 (Economic Development)	100-19-190-21100	Permanent	\$325,756
ED 100-19-190 (Economic Development)	100-19-190-22101	Medicare	\$4,724
ED 100-19-190 (Economic Development)	100-19-190-22103	401a Contributions	\$16,000
ED 100-19-190 (Economic Development)	100-19-190-22104	Life Insurance	\$516
ED 100-19-190 (Economic Development)	100-19-190-22105	State Disability	\$3,584
ED 100-19-190 (Economic Development)	100-19-190-22106	Unemployment	\$444
ED 100-19-190 (Economic Development)	100-19-190-22107	EBS Admin Fee	\$162
ED 100-19-190 (Economic Development)	100-19-190-22108	Survivor's Benefit	\$75
ED 100-19-190 (Economic Development)	100-19-190-22109	Cellphone Stipends	\$3,420
ED 100-19-190 (Economic Development)	100-19-190-22110	Health (Medical-Dental-Vision)	\$72,403
ED 100-19-190 (Economic Development)	100-19-190-22120	Pension	\$87,957
ED 100-19-190 (Economic Development)	100-19-190-22125	PRST Contribution	\$19,815
ED 100-19-190 (Economic Development)	100-19-190-30500	Workers' Comp Ins Expense	\$3,081
ED 100-19-190 (Economic Development)	100-19-190-30510	Liability Insurance Expense	\$4,275
ED 100-19-190 (Economic Development)	100-19-190-31700	Membership Fees	\$740

ED 100-19-190 (Economic Development)	100-19-190-32000	Office Expense	\$2,000
ED 100-19-190 (Economic Development)	100-19-190-32010	TECHNOLOGY EXPENSES	\$7,901
ED 100-19-190 (Economic Development)	100-19-190-32020	Technology Expense-Software Licen:	\$3,750
ED 100-19-190 (Economic Development)	100-19-190-32030	Copier Pool	\$1,098
ED 100-19-190 (Economic Development)	100-19-190-32360	Consulting Services	\$20,000
ED 100-19-190 (Economic Development)	100-19-190-32450	Contract Services	\$5,736
ED 100-19-190 (Economic Development)	100-19-190-32500	Professional & Specialized Ser	\$11,000
ED 100-19-190 (Economic Development)	100-19-190-33350	Travel & Training Expense	\$13,000
ED 100-19-190 (Economic Development)	100-19-190-33351	Vehicle Fuel Costs	\$4,445
ED 100-19-190 (Economic Development)	100-19-190-33360	Motor Pool Expense	\$9,789
ED 100-19-190 (Economic Development)	100-19-190-33602	Civic Center Utilities	\$3,415
ED 100-19-190 (Economic Development)	100-19-190-60110	Civic Center Rent	\$41,839
ED 102-19-192 (Fish Enhancement)	102-19-192-32000	Office Expense	\$100
ED 102-19-192 (Fish Enhancement)	102-19-192-32450	Contract Services	\$138,448
ED 104-27-193 (Fish & Game Propagation)	104-27-193-33120	Special Department Expense	\$80,563
ED 105-19-191 (Tourism)	105-19-191-31700	Membership Fees	\$4,899
ED 105-19-191 (Tourism)	105-19-191-32000	Office Expense	\$1,000
ED 105-19-191 (Tourism)	105-19-191-32020	Technology Expense-Software Licen:	\$43,862
ED 105-19-191 (Tourism)	105-19-191-32030	Copier Pool	\$500
ED 105-19-191 (Tourism)	105-19-191-32450	Contract Services	\$93,000
ED 105-19-191 (Tourism)	105-19-191-32500	Professional & Specialized Ser	\$152,000
ED 105-19-191 (Tourism)	105-19-191-33120	Special Department Expense	\$45,000
ED 105-19-191 (Tourism)	105-19-191-33350	Travel & Training Expense	\$41,000
ED 105-19-191 (Tourism)	105-19-191-47020	Contributions To Non-Profit Or	\$10,000
ED 109-19-190 (Community Support Groups)	109-19-190-47010	Contributions To Other Governm	\$10,000
ED 109-19-190 (Community Support Groups)	109-19-190-47020	Contributions To Non-Profit Or	\$74,500
Emergency Medical Services			
EMS 100-42-855 (EMS)	100-42-855-21100	Permanent	\$2,291,416
EMS 100-42-855 (EMS)	100-42-855-21120	Overtime	\$465,000
EMS 100-42-855 (EMS)	100-42-855-21410	Holiday Pay	\$131,235
EMS 100-42-855 (EMS)	100-42-855-22101	Medicare	\$35,851
EMS 100-42-855 (EMS)	100-42-855-22103	401a Contributions	\$33,000
EMS 100-42-855 (EMS)	100-42-855-22104	Life Insurance	\$4,679
EMS 100-42-855 (EMS)	100-42-855-22105	State Disability	\$27,197
EMS 100-42-855 (EMS)	100-42-855-22106	Unemployment	\$3,363
EMS 100-42-855 (EMS)	100-42-855-22107	EBS Admin Fee	\$1,653
EMS 100-42-855 (EMS)	100-42-855-22108	Survivor's Benefit	\$765
EMS 100-42-855 (EMS)	100-42-855-22109	Cellphone Stipends	\$23,400
EMS 100-42-855 (EMS)	100-42-855-22110	Health (Medical-Dental-Vision)	\$615,787
EMS 100-42-855 (EMS)	100-42-855-22120	Pension	\$900,699
EMS 100-42-855 (EMS)	100-42-855-22125	PRST Contribution	\$124,387
EMS 100-42-855 (EMS)	100-42-855-30120	Uniform Allowance	\$22,950
EMS 100-42-855 (EMS)	100-42-855-30122	Uniform/Safety Gear	\$12,000
EMS 100-42-855 (EMS)	100-42-855-30350	Household Expenses	\$10,000
EMS 100-42-855 (EMS)	100-42-855-30500	Workers' Comp Ins Expense	\$79,687
EMS 100-42-855 (EMS)	100-42-855-30510	Liability Insurance Expense	\$48,555
EMS 100-42-855 (EMS)	100-42-855-31200	Equip Maintenance & Repair	\$4,500
EMS 100-42-855 (EMS)	100-42-855-31400	Building/Land Maint & Repair	\$2,500
EMS 100-42-855 (EMS)	100-42-855-31530	Medical/Dental & Lab Supplies	\$55,000
EMS 100-42-855 (EMS)	100-42-855-31700	Membership Fees	\$8,000
EMS 100-42-855 (EMS)	100-42-855-32000	Office Expense	\$6,000
EMS 100-42-855 (EMS)	100-42-855-32005	Banking Expenses	\$4,800
EMS 100-42-855 (EMS)	100-42-855-32010	TECHNOLOGY EXPENSES	\$68,719
EMS 100-42-855 (EMS)	100-42-855-32020	Technology Expense-Software Licen:	\$15,000
EMS 100-42-855 (EMS)	100-42-855-32030	Copier Pool	\$2,822
EMS 100-42-855 (EMS)	100-42-855-32450	Contract Services	\$20,000
EMS 100-42-855 (EMS)	100-42-855-32500	Professional & Specialized Ser	\$7,500

EMS 100-42-855 (EMS)	100-42-855-32950	Rents & Leases - Real Property	\$17,600
EMS 100-42-855 (EMS)	100-42-855-33010	Minor Equipment	\$5,000
EMS 100-42-855 (EMS)	100-42-855-33100	Education & Training	\$30,000
EMS 100-42-855 (EMS)	100-42-855-33120	Special Department Expense	\$7,000
EMS 100-42-855 (EMS)	100-42-855-33350	Travel & Training Expense	\$9,300
EMS 100-42-855 (EMS)	100-42-855-33351	Vehicle Fuel Costs	\$50,000
EMS 100-42-855 (EMS)	100-42-855-33360	Motor Pool Expense	\$262,462
EMS 100-42-855 (EMS)	100-42-855-33600	Utilities	\$27,000
EMS 100-42-855 (EMS)	100-42-855-53030	Capital Equipment, \$5,000+	\$6,000
EMS 134-440-860 (EMS Fund)	134-41-860-20010	Expenditures	\$15,660
Finance			
FN 100-10-071 (Operating Transfers)	100-10-071-47010	Contributions To Other Governm	\$445,451
FN 100-10-071 (Operating Transfers)	100-10-071-47020	Contributions To Non-Profit Or	\$150,000
FN 100-10-071 (Operating Transfers)	100-10-071-60100	Operating Transfers Out	\$2,033,063
FN 100-10-330 (GF Contingency)	100-10-330-91010	Contingency	\$615,287
FN 100-12-070 (Finance)	100-12-070-21100	Permanent	\$1,234,603
FN 100-12-070 (Finance)	100-12-070-21106	Cash-outs (Vac, SL, Comp)	\$95,577
FN 100-12-070 (Finance)	100-12-070-21120	Overtime	\$2,500
FN 100-12-070 (Finance)	100-12-070-22101	Medicare	\$17,902
FN 100-12-070 (Finance)	100-12-070-22103	401a Contributions	\$50,000
FN 100-12-070 (Finance)	100-12-070-22104	Life Insurance	\$1,007
FN 100-12-070 (Finance)	100-12-070-22105	State Disability	\$13,581
FN 100-12-070 (Finance)	100-12-070-22106	Unemployment	\$1,680
FN 100-12-070 (Finance)	100-12-070-22107	EBS Admin Fee	\$648
FN 100-12-070 (Finance)	100-12-070-22108	Survivor's Benefit	\$300
FN 100-12-070 (Finance)	100-12-070-22109	Cellphone Stipends	\$13,140
FN 100-12-070 (Finance)	100-12-070-22110	Health (Medical-Dental-Vision)	\$272,048
FN 100-12-070 (Finance)	100-12-070-22120	Pension	\$334,531
FN 100-12-070 (Finance)	100-12-070-22125	PRST Contribution	\$74,192
FN 100-12-070 (Finance)	100-12-070-30500	Workers' Comp Ins Expense	\$12,324
FN 100-12-070 (Finance)	100-12-070-30510	Liability Insurance Expense	\$29,892
FN 100-12-070 (Finance)	100-12-070-31200	Equip Maintenance & Repair	\$395
FN 100-12-070 (Finance)	100-12-070-31700	Membership Fees	\$3,940
FN 100-12-070 (Finance)	100-12-070-32000	Office Expense	\$15,545
FN 100-12-070 (Finance)	100-12-070-32010	TECHNOLOGY EXPENSES	\$30,453
FN 100-12-070 (Finance)	100-12-070-32020	Technology Expense-Software Licen:	\$224,148
FN 100-12-070 (Finance)	100-12-070-32030	Copier Pool	\$22,963
FN 100-12-070 (Finance)	100-12-070-32350	Annual Audit	\$129,758
FN 100-12-070 (Finance)	100-12-070-32360	Consulting Services	\$23,860
FN 100-12-070 (Finance)	100-12-070-32500	Professional & Specialized Ser	\$32,140
FN 100-12-070 (Finance)	100-12-070-32800	Publications & Legal Notices	\$13,000
FN 100-12-070 (Finance)	100-12-070-33120	Special Department Expense	\$6,152
FN 100-12-070 (Finance)	100-12-070-33350	Travel & Training Expense	\$44,300
FN 100-12-070 (Finance)	100-12-070-33351	Vehicle Fuel Costs	\$300
FN 100-12-070 (Finance)	100-12-070-33360	Motor Pool Expense	\$800
FN 100-21-075 (Court MOE)	100-21-075-38000	Revenue Moe	\$409,748
FN 100-21-075 (Court MOE)	100-21-075-38001	County Facilities Moe	\$209,132
FN 150-10-001 (Cannabis Taxes)	150-00-000-33134	Special Department Expense	\$3,300
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194-10-001-31400	Building/Land Maint & Repair	\$470,000
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194-10-001-32360	Consulting Services	\$100,000
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194-10-001-33135	Special Dept - Loan Disbursements	\$100,000
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194-10-001-52010	Land & Improvements	\$250,000
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194-10-001-52011	Buildings & Improvements	\$680,000
FN 194-10-001 (Local Assistance Resource) ARPA & LATCF	194-10-001-60100	Operating Transfers Out	\$1,486,153
FN 198-10-001 (Debt Service)	198-10-001-35200	Bond Expenses	\$7,300
FN 198-10-001 (Debt Service)	198-10-001-35210	Bond/Loan Interest	\$1,072,007
FN 198-10-001 (Debt Service)	198-10-001-60045	Bond/Loan Principle Repayment	\$645,000

FN 655-10-305 (Copier Pool)	655-10-305-30270	Administration Expense	\$4,000
FN 655-10-305 (Copier Pool)	655-10-305-31200	Equip Maintenance & Repair	\$54,450
FN 655-10-305 (Copier Pool)	655-10-305-32000	Office Expense	\$36,000
FN 655-10-305 (Copier Pool)	655-10-305-53030	Capital Equipment, \$5,000+	\$50,000
FN 655-10-305 (Copier Pool)	655-10-305-72960	A-87 Indirect Costs	\$4,766
Health and Human Services			
HHS 110-51-868 (Social Services)	110-51-868-21100	Permanent	\$2,773,629
HHS 110-51-868 (Social Services)	110-51-868-21103	Education Add-on Pay	\$16,198
HHS 110-51-868 (Social Services)	110-51-868-21104	Bilingual	\$45,090
HHS 110-51-868 (Social Services)	110-51-868-21106	Cash-outs (Vac, SL, Comp)	\$101,098
HHS 110-51-868 (Social Services)	110-51-868-21120	Overtime	\$23,534
HHS 110-51-868 (Social Services)	110-51-868-22101	Medicare	\$42,338
HHS 110-51-868 (Social Services)	110-51-868-22103	401a Contributions	\$99,506
HHS 110-51-868 (Social Services)	110-51-868-22104	Life Insurance	\$1,026
HHS 110-51-868 (Social Services)	110-51-868-22105	State Disability	\$32,118
HHS 110-51-868 (Social Services)	110-51-868-22106	Unemployment	\$3,971
HHS 110-51-868 (Social Services)	110-51-868-22107	EBS Admin Fee	\$1,723
HHS 110-51-868 (Social Services)	110-51-868-22108	Survivor's Benefit	\$798
HHS 110-51-868 (Social Services)	110-51-868-22109	Cellphone Stipends	\$28,621
HHS 110-51-868 (Social Services)	110-51-868-22110	Health (Medical-Dental-Vision)	\$575,045
HHS 110-51-868 (Social Services)	110-51-868-22120	Pension	\$754,143
HHS 110-51-868 (Social Services)	110-51-868-30280	Telephone/Communications	\$8,000
HHS 110-51-868 (Social Services)	110-51-868-30500	Workers' Comp Ins Expense	\$31,100
HHS 110-51-868 (Social Services)	110-51-868-30510	Liability Insurance Expense	\$37,835
HHS 110-51-868 (Social Services)	110-51-868-31700	Membership Fees	\$27,000
HHS 110-51-868 (Social Services)	110-51-868-32000	Office Expense	\$50,000
HHS 110-51-868 (Social Services)	110-51-868-32010	TECHNOLOGY EXPENSES	\$79,786
HHS 110-51-868 (Social Services)	110-51-868-32020	Technology Expense-Software Licen:	\$52,987
HHS 110-51-868 (Social Services)	110-51-868-32030	Copier Pool	\$18,132
HHS 110-51-868 (Social Services)	110-51-868-32450	Contract Services	\$385,427
HHS 110-51-868 (Social Services)	110-51-868-32461	lhss - Css	\$145,976
HHS 110-51-868 (Social Services)	110-51-868-32462	lhss - Advisory Board	\$36,000
HHS 110-51-868 (Social Services)	110-51-868-32500	Professional & Specialized Ser	\$140,150
HHS 110-51-868 (Social Services)	110-51-868-32950	Rents & Leases - Real Property	\$18,815
HHS 110-51-868 (Social Services)	110-51-868-33100	Education & Training	\$2,000
HHS 110-51-868 (Social Services)	110-51-868-33120	Special Department Expense	\$175,000
HHS 110-51-868 (Social Services)	110-51-868-33349	Specialized Training	\$69,120
HHS 110-51-868 (Social Services)	110-51-868-33350	Travel & Training Expense	\$55,000
HHS 110-51-868 (Social Services)	110-51-868-33351	Vehicle Fuel Costs	\$15,320
HHS 110-51-868 (Social Services)	110-51-868-33360	Motor Pool Expense	\$26,002
HHS 110-51-868 (Social Services)	110-51-868-33600	Utilities	\$2,343
HHS 110-51-868 (Social Services)	110-51-868-33602	Civic Center Utilities	\$20,000
HHS 110-51-868 (Social Services)	110-51-868-41104	Cws Iip Incentive	\$5,000
HHS 110-51-868 (Social Services)	110-51-868-41105	Cws Iip-Tlp	\$1,900
HHS 110-51-868 (Social Services)	110-51-868-41106	Cws Iip Work Program	\$1,300
HHS 110-51-868 (Social Services)	110-51-868-41107	Cws Direct Medical Payments	\$7,500
HHS 110-51-868 (Social Services)	110-51-868-41108	Wtw Child Care	\$20,000
HHS 110-51-868 (Social Services)	110-51-868-41109	Wtw Client Mileage	\$10,000
HHS 110-51-868 (Social Services)	110-51-868-41112	PSSF Services	\$10,000
HHS 110-51-868 (Social Services)	110-51-868-41130	Adult Protective Services	\$102,000
HHS 110-51-868 (Social Services)	110-51-868-60100	Operating Transfers Out	\$269,471
HHS 110-51-868 (Social Services)	110-51-868-60110	Civic Center Rent	\$236,900
HHS 110-51-868 (Social Services)	110-51-868-72960	A-87 Indirect Costs	\$597,872
HHS 110-52-870 (Aid Program)	110-52-870-41100	Support & Care Of Persons	\$585,000
HHS 110-52-870 (Aid Program)	110-52-870-41102	In Home Support Servs-Ihss	\$146,976
HHS 110-53-874 (General Relief)	110-53-874-41100	Support & Care Of Persons	\$13,000
HHS 110-53-874 (General Relief)	110-53-874-41120	Shelter Supplies	\$2,000

HHS 110-56-875 (Senior Program)	110-56-875-21100	Permanent	\$228,385
HHS 110-56-875 (Senior Program)	110-56-875-21120	Overtime	\$1,000
HHS 110-56-875 (Senior Program)	110-56-875-22101	Medicare	\$3,312
HHS 110-56-875 (Senior Program)	110-56-875-22103	401a Contributions	\$1,500
HHS 110-56-875 (Senior Program)	110-56-875-22104	Life Insurance	\$115
HHS 110-56-875 (Senior Program)	110-56-875-22105	State Disability	\$2,513
HHS 110-56-875 (Senior Program)	110-56-875-22106	Unemployment	\$311
HHS 110-56-875 (Senior Program)	110-56-875-22107	EBS Admin Fee	\$284
HHS 110-56-875 (Senior Program)	110-56-875-22108	Survivor's Benefit	\$132
HHS 110-56-875 (Senior Program)	110-56-875-22109	Cellphone Stipends	\$2,460
HHS 110-56-875 (Senior Program)	110-56-875-22110	Health (Medical-Dental-Vision)	\$73,003
HHS 110-56-875 (Senior Program)	110-56-875-22120	Pension	\$58,448
HHS 110-56-875 (Senior Program)	110-56-875-30300	Food Expenses	\$95,000
HHS 110-56-875 (Senior Program)	110-56-875-30350	Household Expenses	\$250
HHS 110-56-875 (Senior Program)	110-56-875-30500	Workers' Comp Ins Expense	\$24,481
HHS 110-56-875 (Senior Program)	110-56-875-30510	Liability Insurance Expense	\$5,641
HHS 110-56-875 (Senior Program)	110-56-875-32000	Office Expense	\$1,400
HHS 110-56-875 (Senior Program)	110-56-875-32010	TECHNOLOGY EXPENSES	\$13,738
HHS 110-56-875 (Senior Program)	110-56-875-32030	Copier Pool	\$200
HHS 110-56-875 (Senior Program)	110-56-875-32450	Contract Services	\$47,060
HHS 110-56-875 (Senior Program)	110-56-875-33120	Special Department Expense	\$980
HHS 110-56-875 (Senior Program)	110-56-875-33350	Travel & Training Expense	\$250
HHS 110-56-875 (Senior Program)	110-56-875-33351	Vehicle Fuel Costs	\$8,035
HHS 110-56-875 (Senior Program)	110-56-875-33360	Motor Pool Expense	\$26,900
HHS 110-56-875 (Senior Program)	110-56-875-53030	Capital Equipment, \$5,000+	\$76,068
HHS 110-56-880 (Public Guardian)	110-56-880-21100	Permanent	\$81,692
HHS 110-56-880 (Public Guardian)	110-56-880-21106	Cash-outs (Vac, SL, Comp)	\$866
HHS 110-56-880 (Public Guardian)	110-56-880-22101	Medicare	\$1,198
HHS 110-56-880 (Public Guardian)	110-56-880-22104	Life Insurance	\$36
HHS 110-56-880 (Public Guardian)	110-56-880-22105	State Disability	\$909
HHS 110-56-880 (Public Guardian)	110-56-880-22106	Unemployment	\$113
HHS 110-56-880 (Public Guardian)	110-56-880-22107	EBS Admin Fee	\$39
HHS 110-56-880 (Public Guardian)	110-56-880-22108	Survivor's Benefit	\$18
HHS 110-56-880 (Public Guardian)	110-56-880-22109	Cellphone Stipends	\$908
HHS 110-56-880 (Public Guardian)	110-56-880-22110	Health (Medical-Dental-Vision)	\$20,560
HHS 110-56-880 (Public Guardian)	110-56-880-22120	Pension	\$21,516
HHS 110-56-880 (Public Guardian)	110-56-880-31700	Membership Fees	\$3,500
HHS 110-56-880 (Public Guardian)	110-56-880-32020	Technology Expense-Software Licen:	\$3,500
HHS 110-56-880 (Public Guardian)	110-56-880-32390	Legal Services	\$10,000
HHS 110-56-880 (Public Guardian)	110-56-880-32450	Contract Services	\$10,000
HHS 110-56-880 (Public Guardian)	110-56-880-33100	Education & Training	\$500
HHS 110-56-880 (Public Guardian)	110-56-880-33350	Travel & Training Expense	\$7,700
HHS 110-56-880 (Public Guardian)	110-56-880-33351	Vehicle Fuel Costs	\$500
HHS 111-56-869 (Workforce Investment Act)	111-56-869-21100	Permanent	\$17,655
HHS 111-56-869 (Workforce Investment Act)	111-56-869-21104	Bilingual	\$510
HHS 111-56-869 (Workforce Investment Act)	111-56-869-21106	Cash-outs (Vac, SL, Comp)	\$348
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22101	Medicare	\$269
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22104	Life Insurance	\$5
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22105	State Disability	\$204
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22106	Unemployment	\$26
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22107	EBS Admin Fee	\$11
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22108	Survivor's Benefit	\$5
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22109	Cellphone Stipends	\$161
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22110	Health (Medical-Dental-Vision)	\$5,210
HHS 111-56-869 (Workforce Investment Act)	111-56-869-22120	Pension	\$4,840
HHS 111-56-869 (Workforce Investment Act)	111-56-869-30280	Telephone/Communications	\$350
HHS 111-56-869 (Workforce Investment Act)	111-56-869-32000	Office Expense	\$800

HHS 111-56-869 (Workforce Investment Act)	111-56-869-32030	Copier Pool	\$50
HHS 111-56-869 (Workforce Investment Act)	111-56-869-32500	Professional & Specialized Ser	\$12,000
HHS 111-56-869 (Workforce Investment Act)	111-56-869-32950	Rents & Leases - Real Property	\$5,845
HHS 111-56-869 (Workforce Investment Act)	111-56-869-33120	Special Department Expense	\$43,000
HHS 111-56-869 (Workforce Investment Act)	111-56-869-33350	Travel & Training Expense	\$4,881
HHS 111-56-869 (Workforce Investment Act)	111-56-869-33351	Vehicle Fuel Costs	\$1,000
HHS 111-56-869 (Workforce Investment Act)	111-56-869-33600	Utilities	\$1,900
HHS 111-56-869 (Workforce Investment Act)	111-56-869-72960	A-87 Indirect Costs	\$7,922
HHS 114-56-868 (County Childrens Trust Fund)	114-56-868-32450	Contract Services	\$17,858
HHS 115-51-868 (State Fed Public Administration Advances)	115-51-868-60100	Operating Transfers Out	\$4,727,836
HHS 116-51-868 (State Fed Public Program Advances)	116-51-868-60100	Operating Transfers Out	\$325,003
HHS 117-51-868 (DSS 1991 Realignment)	117-51-868-60100	Operating Transfers Out	\$974,621
HHS 118-51-868 (DSS 2021 Realignment)	118-51-868-60100	Operating Transfers Out	\$1,701,000
HHS 130-41-860 (Public Health)	130-41-860-21100	Permanent	\$1,629,371
HHS 130-41-860 (Public Health)	130-41-860-21104	Bilingual	\$18,900
HHS 130-41-860 (Public Health)	130-41-860-21106	Cash-outs (Vac, SL, Comp)	\$13,165
HHS 130-41-860 (Public Health)	130-41-860-21120	Overtime	\$3,000
HHS 130-41-860 (Public Health)	130-41-860-22101	Medicare	\$24,091
HHS 130-41-860 (Public Health)	130-41-860-22103	401a Contributions	\$54,811
HHS 130-41-860 (Public Health)	130-41-860-22104	Life Insurance	\$988
HHS 130-41-860 (Public Health)	130-41-860-22105	State Disability	\$18,276
HHS 130-41-860 (Public Health)	130-41-860-22106	Unemployment	\$2,260
HHS 130-41-860 (Public Health)	130-41-860-22107	EBS Admin Fee	\$1,029
HHS 130-41-860 (Public Health)	130-41-860-22108	Survivor's Benefit	\$476
HHS 130-41-860 (Public Health)	130-41-860-22109	Cellphone Stipends	\$17,619
HHS 130-41-860 (Public Health)	130-41-860-22110	Health (Medical-Dental-Vision)	\$314,918
HHS 130-41-860 (Public Health)	130-41-860-22120	Pension	\$440,728
HHS 130-41-860 (Public Health)	130-41-860-30280	Telephone/Communications	\$4,920
HHS 130-41-860 (Public Health)	130-41-860-30500	Workers' Comp Ins Expense	\$27,585
HHS 130-41-860 (Public Health)	130-41-860-30510	Liability Insurance Expense	\$147,835
HHS 130-41-860 (Public Health)	130-41-860-31530	Medical/Dental & Lab Supplies	\$11,750
HHS 130-41-860 (Public Health)	130-41-860-31700	Membership Fees	\$16,145
HHS 130-41-860 (Public Health)	130-41-860-32000	Office Expense	\$5,490
HHS 130-41-860 (Public Health)	130-41-860-32010	TECHNOLOGY EXPENSES	\$48,142
HHS 130-41-860 (Public Health)	130-41-860-32020	Technology Expense-Software Licen:	\$9,725
HHS 130-41-860 (Public Health)	130-41-860-32030	Copier Pool	\$8,949
HHS 130-41-860 (Public Health)	130-41-860-32450	Contract Services	\$333,500
HHS 130-41-860 (Public Health)	130-41-860-32500	Professional & Specialized Ser	\$6,920
HHS 130-41-860 (Public Health)	130-41-860-32510	Css Treatment Ser	\$2,100
HHS 130-41-860 (Public Health)	130-41-860-32950	Rents & Leases - Real Property	\$12,800
HHS 130-41-860 (Public Health)	130-41-860-33120	Special Department Expense	\$40,622
HHS 130-41-860 (Public Health)	130-41-860-33350	Travel & Training Expense	\$22,300
HHS 130-41-860 (Public Health)	130-41-860-33351	Vehicle Fuel Costs	\$3,489
HHS 130-41-860 (Public Health)	130-41-860-33360	Motor Pool Expense	\$24,282
HHS 130-41-860 (Public Health)	130-41-860-33602	Civic Center Utilities	\$13,000
HHS 130-41-860 (Public Health)	130-41-860-60100	Operating Transfers Out	\$928,581
HHS 130-41-860 (Public Health)	130-41-860-60110	Civic Center Rent	\$163,486
HHS 130-41-860 (Public Health)	130-41-860-72960	A-87 Indirect Costs	\$431,729
HHS 131-41-847 (Public Health Education)	131-41-847-21100	Permanent	\$123,977
HHS 131-41-847 (Public Health Education)	131-41-847-21104	Bilingual	\$1,200
HHS 131-41-847 (Public Health Education)	131-41-847-21106	Cash-outs (Vac, SL, Comp)	\$2,075
HHS 131-41-847 (Public Health Education)	131-41-847-22101	Medicare	\$1,846
HHS 131-41-847 (Public Health Education)	131-41-847-22103	401a Contributions	\$4,621
HHS 131-41-847 (Public Health Education)	131-41-847-22104	Life Insurance	\$36
HHS 131-41-847 (Public Health Education)	131-41-847-22105	State Disability	\$1,400
HHS 131-41-847 (Public Health Education)	131-41-847-22106	Unemployment	\$174
HHS 131-41-847 (Public Health Education)	131-41-847-22107	EBS Admin Fee	\$78

HHS 131-41-847 (Public Health Education)	131-41-847-22108	Survivor's Benefit	\$36
HHS 131-41-847 (Public Health Education)	131-41-847-22109	Cellphone Stipends	\$1,802
HHS 131-41-847 (Public Health Education)	131-41-847-22110	Health (Medical-Dental-Vision)	\$17,391
HHS 131-41-847 (Public Health Education)	131-41-847-22120	Pension	\$35,275
HHS 131-41-847 (Public Health Education)	131-41-847-30280	Telephone/Communications	\$960
HHS 131-41-847 (Public Health Education)	131-41-847-30500	Workers' Comp Ins Expense	\$1,551
HHS 131-41-847 (Public Health Education)	131-41-847-30510	Liability Insurance Expense	\$1,415
HHS 131-41-847 (Public Health Education)	131-41-847-31700	Membership Fees	\$385
HHS 131-41-847 (Public Health Education)	131-41-847-32000	Office Expense	\$750
HHS 131-41-847 (Public Health Education)	131-41-847-32010	TECHNOLOGY EXPENSES	\$2,225
HHS 131-41-847 (Public Health Education)	131-41-847-32020	Technology Expense-Software Licen:	\$650
HHS 131-41-847 (Public Health Education)	131-41-847-32030	Copier Pool	\$500
HHS 131-41-847 (Public Health Education)	131-41-847-32450	Contract Services	\$37,975
HHS 131-41-847 (Public Health Education)	131-41-847-33101	Educational Materials	\$2,500
HHS 131-41-847 (Public Health Education)	131-41-847-33102	Promotions	\$2,300
HHS 131-41-847 (Public Health Education)	131-41-847-33120	Special Department Expense	\$35,500
HHS 131-41-847 (Public Health Education)	131-41-847-33350	Travel & Training Expense	\$14,214
HHS 131-41-847 (Public Health Education)	131-41-847-33351	Vehicle Fuel Costs	\$750
HHS 131-41-847 (Public Health Education)	131-41-847-33360	Motor Pool Expense	\$2,000
HHS 131-41-847 (Public Health Education)	131-41-847-33602	Civic Center Utilities	\$1,200
HHS 131-41-847 (Public Health Education)	131-41-847-60100	Operating Transfers Out	\$25,000
HHS 131-41-847 (Public Health Education)	131-41-847-60110	Civic Center Rent	\$13,585
HHS 131-41-847 (Public Health Education)	131-41-847-72960	A-87 Indirect Costs	\$27,868
HHS 133-41-860 (Emergency Preparedness)	133-41-860-21100	Permanent	\$122,894
HHS 133-41-860 (Emergency Preparedness)	133-41-860-21106	Cash-outs (Vac, SL, Comp)	\$250
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22101	Medicare	\$1,786
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22103	401a Contributions	\$4,852
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22104	Life Insurance	\$55
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22105	State Disability	\$1,355
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22106	Unemployment	\$168
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22107	EBS Admin Fee	\$64
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22108	Survivor's Benefit	\$30
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22109	Cellphone Stipends	\$1,487
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22110	Health (Medical-Dental-Vision)	\$32,557
HHS 133-41-860 (Emergency Preparedness)	133-41-860-22120	Pension	\$34,338
HHS 133-41-860 (Emergency Preparedness)	133-41-860-30280	Telephone/Communications	\$8,040
HHS 133-41-860 (Emergency Preparedness)	133-41-860-30500	Workers' Comp Ins Expense	\$1,212
HHS 133-41-860 (Emergency Preparedness)	133-41-860-30510	Liability Insurance Expense	\$1,106
HHS 133-41-860 (Emergency Preparedness)	133-41-860-32000	Office Expense	\$350
HHS 133-41-860 (Emergency Preparedness)	133-41-860-32010	TECHNOLOGY EXPENSES	\$2,734
HHS 133-41-860 (Emergency Preparedness)	133-41-860-32020	Technology Expense-Software Licen:	\$500
HHS 133-41-860 (Emergency Preparedness)	133-41-860-32030	Copier Pool	\$100
HHS 133-41-860 (Emergency Preparedness)	133-41-860-32450	Contract Services	\$10,000
HHS 133-41-860 (Emergency Preparedness)	133-41-860-32950	Rents & Leases - Real Property	\$3,000
HHS 133-41-860 (Emergency Preparedness)	133-41-860-33120	Special Department Expense	\$50,000
HHS 133-41-860 (Emergency Preparedness)	133-41-860-33350	Travel & Training Expense	\$28,260
HHS 133-41-860 (Emergency Preparedness)	133-41-860-33602	Civic Center Utilities	\$1,200
HHS 133-41-860 (Emergency Preparedness)	133-41-860-60100	Operating Transfers Out	\$25,000
HHS 133-41-860 (Emergency Preparedness)	133-41-860-60110	Civic Center Rent	\$15,116
HHS 133-41-860 (Emergency Preparedness)	133-41-860-72960	A-87 Indirect Costs	\$15,413
HHS 135-41-847 (Prop 99 Public Health Education)	135-41-847-60100	Operating Transfers Out	\$151,300
HHS 136-41-847 (Prop 56 Health Education)	136-41-847-60100	Operating Transfers Out	\$151,000
HHS 137-41-862 (Environmental Health)	137-41-862-21100	Permanent	\$491,463
HHS 137-41-862 (Environmental Health)	137-41-862-21104	Bilingual	\$900
HHS 137-41-862 (Environmental Health)	137-41-862-21106	Cash-outs (Vac, SL, Comp)	\$93,835
HHS 137-41-862 (Environmental Health)	137-41-862-22101	Medicare	\$8,500
HHS 137-41-862 (Environmental Health)	137-41-862-22103	401a Contributions	\$16,299

HHS 137-41-862 (Environmental Health)	137-41-862-22104	Life Insurance	\$352
HHS 137-41-862 (Environmental Health)	137-41-862-22105	State Disability	\$6,449
HHS 137-41-862 (Environmental Health)	137-41-862-22106	Unemployment	\$798
HHS 137-41-862 (Environmental Health)	137-41-862-22107	EBS Admin Fee	\$246
HHS 137-41-862 (Environmental Health)	137-41-862-22108	Survivor's Benefit	\$114
HHS 137-41-862 (Environmental Health)	137-41-862-22109	Cellphone Stipends	\$5,733
HHS 137-41-862 (Environmental Health)	137-41-862-22110	Health (Medical-Dental-Vision)	\$106,424
HHS 137-41-862 (Environmental Health)	137-41-862-22120	Pension	\$124,470
HHS 137-41-862 (Environmental Health)	137-41-862-30500	Workers' Comp Ins Expense	\$39,725
HHS 137-41-862 (Environmental Health)	137-41-862-30510	Liability Insurance Expense	\$3,523
HHS 137-41-862 (Environmental Health)	137-41-862-31530	Medical/Dental & Lab Supplies	\$500
HHS 137-41-862 (Environmental Health)	137-41-862-31700	Membership Fees	\$2,641
HHS 137-41-862 (Environmental Health)	137-41-862-32000	Office Expense	\$1,200
HHS 137-41-862 (Environmental Health)	137-41-862-32010	TECHNOLOGY EXPENSES	\$11,078
HHS 137-41-862 (Environmental Health)	137-41-862-32020	Technology Expense-Software Licen:	\$22,000
HHS 137-41-862 (Environmental Health)	137-41-862-32030	Copier Pool	\$2,119
HHS 137-41-862 (Environmental Health)	137-41-862-32450	Contract Services	\$110,500
HHS 137-41-862 (Environmental Health)	137-41-862-32950	Rents & Leases - Real Property	\$1,800
HHS 137-41-862 (Environmental Health)	137-41-862-33120	Special Department Expense	\$700
HHS 137-41-862 (Environmental Health)	137-41-862-33350	Travel & Training Expense	\$3,300
HHS 137-41-862 (Environmental Health)	137-41-862-33351	Vehicle Fuel Costs	\$5,000
HHS 137-41-862 (Environmental Health)	137-41-862-33360	Motor Pool Expense	\$15,000
HHS 137-41-862 (Environmental Health)	137-41-862-33602	Civic Center Utilities	\$5,000
HHS 137-41-862 (Environmental Health)	137-41-862-60100	Operating Transfers Out	\$75,000
HHS 137-41-862 (Environmental Health)	137-41-862-60110	Civic Center Rent	\$50,842
HHS 137-41-862 (Environmental Health)	137-41-862-72960	A-87 Indirect Costs	\$310,240
Information Technology			
IT 100-17-150 (Information Technology)	100-17-150-21100	Permanent	\$1,290,379
IT 100-17-150 (Information Technology)	100-17-150-21102	Standby / On-call	\$33,000
IT 100-17-150 (Information Technology)	100-17-150-21104	Bilingual	\$3,000
IT 100-17-150 (Information Technology)	100-17-150-21106	Cash-outs (Vac, SL, Comp)	\$7,736
IT 100-17-150 (Information Technology)	100-17-150-21120	Overtime	\$17,000
IT 100-17-150 (Information Technology)	100-17-150-22101	Medicare	\$18,867
IT 100-17-150 (Information Technology)	100-17-150-22103	401a Contributions	\$36,000
IT 100-17-150 (Information Technology)	100-17-150-22104	Life Insurance	\$556
IT 100-17-150 (Information Technology)	100-17-150-22105	State Disability	\$14,313
IT 100-17-150 (Information Technology)	100-17-150-22106	Unemployment	\$1,770
IT 100-17-150 (Information Technology)	100-17-150-22107	EBS Admin Fee	\$648
IT 100-17-150 (Information Technology)	100-17-150-22108	Survivor's Benefit	\$300
IT 100-17-150 (Information Technology)	100-17-150-22109	Cellphone Stipends	\$11,160
IT 100-17-150 (Information Technology)	100-17-150-22110	Health (Medical-Dental-Vision)	\$271,880
IT 100-17-150 (Information Technology)	100-17-150-22120	Pension	\$352,891
IT 100-17-150 (Information Technology)	100-17-150-22125	PRST Contribution	\$76,892
IT 100-17-150 (Information Technology)	100-17-150-30280	Telephone/Communications	\$4,480
IT 100-17-150 (Information Technology)	100-17-150-30500	Workers' Comp Ins Expense	\$57,779
IT 100-17-150 (Information Technology)	100-17-150-30510	Liability Insurance Expense	\$14,496
IT 100-17-150 (Information Technology)	100-17-150-31200	Equip Maintenance & Repair	\$2,500
IT 100-17-150 (Information Technology)	100-17-150-31400	Building/Land Maint & Repair	\$6,000
IT 100-17-150 (Information Technology)	100-17-150-32000	Office Expense	\$2,400
IT 100-17-150 (Information Technology)	100-17-150-32010	TECHNOLOGY EXPENSES	\$30,486
IT 100-17-150 (Information Technology)	100-17-150-32020	Technology Expense-Software Licen:	\$2,270
IT 100-17-150 (Information Technology)	100-17-150-32030	Copier Pool	\$100
IT 100-17-150 (Information Technology)	100-17-150-32360	Consulting Services	\$75,000
IT 100-17-150 (Information Technology)	100-17-150-33350	Travel & Training Expense	\$24,700
IT 100-17-150 (Information Technology)	100-17-150-33351	Vehicle Fuel Costs	\$8,373
IT 100-17-150 (Information Technology)	100-17-150-33360	Motor Pool Expense	\$28,139
IT 100-17-150 (Information Technology)	100-17-150-33602	Civic Center Utilities	\$6,000

IT 100-17-150 (Information Technology)	100-17-150-60110	Civic Center Rent	\$82,803
IT 100-17-151 (IT Radio)	100-17-151-21100	Permanent	\$211,518
IT 100-17-151 (IT Radio)	100-17-151-21102	Standby / On-call	\$4,900
IT 100-17-151 (IT Radio)	100-17-151-21120	Overtime	\$5,000
IT 100-17-151 (IT Radio)	100-17-151-22101	Medicare	\$3,068
IT 100-17-151 (IT Radio)	100-17-151-22103	401a Contributions	\$12,000
IT 100-17-151 (IT Radio)	100-17-151-22104	Life Insurance	\$49
IT 100-17-151 (IT Radio)	100-17-151-22105	State Disability	\$2,327
IT 100-17-151 (IT Radio)	100-17-151-22106	Unemployment	\$288
IT 100-17-151 (IT Radio)	100-17-151-22107	EBS Admin Fee	\$108
IT 100-17-151 (IT Radio)	100-17-151-22108	Survivor's Benefit	\$50
IT 100-17-151 (IT Radio)	100-17-151-22109	Cellphone Stipends	\$1,800
IT 100-17-151 (IT Radio)	100-17-151-22110	Health (Medical-Dental-Vision)	\$23,310
IT 100-17-151 (IT Radio)	100-17-151-22120	Pension	\$59,818
IT 100-17-151 (IT Radio)	100-17-151-22125	PRST Contribution	\$12,562
IT 100-17-151 (IT Radio)	100-17-151-30280	Telephone/Communications	\$14,950
IT 100-17-151 (IT Radio)	100-17-151-30500	Workers' Comp Ins Expense	\$1,027
IT 100-17-151 (IT Radio)	100-17-151-30510	Liability Insurance Expense	\$937
IT 100-17-151 (IT Radio)	100-17-151-31200	Equip Maintenance & Repair	\$55,000
IT 100-17-151 (IT Radio)	100-17-151-31400	Building/Land Maint & Repair	\$5,000
IT 100-17-151 (IT Radio)	100-17-151-32000	Office Expense	\$1,500
IT 100-17-151 (IT Radio)	100-17-151-32010	TECHNOLOGY EXPENSES	\$4,413
IT 100-17-151 (IT Radio)	100-17-151-32360	Consulting Services	\$185,000
IT 100-17-151 (IT Radio)	100-17-151-32950	Rents & Leases - Real Property	\$14,600
IT 100-17-151 (IT Radio)	100-17-151-33010	Minor Equipment	\$65,000
IT 100-17-151 (IT Radio)	100-17-151-33350	Travel & Training Expense	\$18,000
IT 100-17-151 (IT Radio)	100-17-151-33600	Utilities	\$20,000
IT 100-17-151 (IT Radio)	100-17-151-53030	Capital Equipment, \$5,000+	\$380,000
IT 653-17-150 (Tech Refresh)	653-17-150-30280	Telephone/Communications	\$126,250
IT 653-17-150 (Tech Refresh)	653-17-150-30510	Liability Insurance Expense	\$8,923
IT 653-17-150 (Tech Refresh)	653-17-150-31200	Equip Maintenance & Repair	\$98,320
IT 653-17-150 (Tech Refresh)	653-17-150-32020	Technology Expense-Software Licen:	\$521,344
IT 653-17-150 (Tech Refresh)	653-17-150-32860	Rents & Leases - Other	\$20,035
IT 653-17-150 (Tech Refresh)	653-17-150-53030	Capital Equipment, \$5,000+	\$102,100
Probation			
PR 100-23-500 (Juvenile probation)	100-23-500-33351	Vehicle Fuel Costs	\$8,000
PR 100-23-500 (Juvenile probation)	100-23-500-33360	Motor Pool Expense	\$12,000
PR 100-23-520 (Probation)	100-23-520-21100	Permanent	\$842,204
PR 100-23-520 (Probation)	100-23-520-21102	Standby / On-call	\$19,344
PR 100-23-520 (Probation)	100-23-520-21103	Education Add-on Pay	\$15,016
PR 100-23-520 (Probation)	100-23-520-21104	Bilingual	\$7,500
PR 100-23-520 (Probation)	100-23-520-21120	Overtime	\$15,000
PR 100-23-520 (Probation)	100-23-520-22101	Medicare	\$18,660
PR 100-23-520 (Probation)	100-23-520-22103	401a Contributions	\$10,862
PR 100-23-520 (Probation)	100-23-520-22104	Life Insurance	\$584
PR 100-23-520 (Probation)	100-23-520-22105	State Disability	\$14,156
PR 100-23-520 (Probation)	100-23-520-22106	Unemployment	\$1,751
PR 100-23-520 (Probation)	100-23-520-22107	EBS Admin Fee	\$729
PR 100-23-520 (Probation)	100-23-520-22108	Survivor's Benefit	\$338
PR 100-23-520 (Probation)	100-23-520-22109	Cellphone Stipends	\$17,010
PR 100-23-520 (Probation)	100-23-520-22110	Health (Medical-Dental-Vision)	\$216,389
PR 100-23-520 (Probation)	100-23-520-22120	Pension	\$672,923
PR 100-23-520 (Probation)	100-23-520-22125	PRST Contribution	\$75,636
PR 100-23-520 (Probation)	100-23-520-30120	Uniform Allowance	\$6,000
PR 100-23-520 (Probation)	100-23-520-30280	Telephone/Communications	\$4,000
PR 100-23-520 (Probation)	100-23-520-30500	Workers' Comp Ins Expense	\$13,659
PR 100-23-520 (Probation)	100-23-520-30510	Liability Insurance Expense	\$18,659

PR 100-23-520 (Probation)	100-23-520-31700	Membership Fees	\$1,355
PR 100-23-520 (Probation)	100-23-520-32010	TECHNOLOGY EXPENSES	\$25,942
PR 100-23-520 (Probation)	100-23-520-32020	Technology Expense-Software Licen:	\$6,500
PR 100-23-520 (Probation)	100-23-520-32030	Copier Pool	\$4,314
PR 100-23-520 (Probation)	100-23-520-33120	Special Department Expense	\$3,000
PR 100-23-520 (Probation)	100-23-520-33350	Travel & Training Expense	\$6,675
PR 100-23-520 (Probation)	100-23-520-33351	Vehicle Fuel Costs	\$20,078
PR 100-23-520 (Probation)	100-23-520-33360	Motor Pool Expense	\$74,149
PR 100-23-520 (Probation)	100-23-520-33602	Civic Center Utilities	\$10,000
PR 100-23-520 (Probation)	100-23-520-60110	Civic Center Rent	\$142,028
PR 184-23-520 (Prop 64 Health and Safety Grant)	184-23-520-21100	Permanent	\$80,819
PR 184-23-520 (Prop 64 Health and Safety Grant)	184-23-520-22100	Other Employee Benefits	\$4,109
PR 184-23-520 (Prop 64 Health and Safety Grant)	184-23-520-22110	Health (Medical-Dental-Vision)	\$31,506
PR 184-23-520 (Prop 64 Health and Safety Grant)	184-23-520-22120	Pension	\$20,547
PR 184-23-520 (Prop 64 Health and Safety Grant)	184-23-520-32450	Contract Services	\$15,000
PR 184-23-520 (Prop 64 Health and Safety Grant)	184-23-520-32500	Professional & Specialized Ser	\$345,401
PR 184-23-520 (Prop 64 Health and Safety Grant)	184-23-520-33120	Special Department Expense	\$286,665
PR 680-23-520 (Probation CCP 2011)	680-23-520-21100	Permanent	\$322,695
PR 680-23-520 (Probation CCP 2011)	680-23-520-22100	Other Employee Benefits	\$36,085
PR 680-23-520 (Probation CCP 2011)	680-23-520-22110	Health (Medical-Dental-Vision)	\$70,566
PR 680-23-520 (Probation CCP 2011)	680-23-520-22120	Pension	\$115,807
PR 680-23-520 (Probation CCP 2011)	680-23-520-31530	Medical/Dental & Lab Supplies	\$40,000
PR 680-23-520 (Probation CCP 2011)	680-23-520-32500	Professional & Specialized Ser	\$193,200
PR 680-23-520 (Probation CCP 2011)	680-23-520-33120	Special Department Expense	\$91,751
PR 680-23-520 (Probation CCP 2011)	680-23-520-60100	Operating Transfers Out	\$225,000
PR 681-23-500 (Probation YOBG 2011)	681-23-500-21100	Permanent	\$16,250
PR 681-23-500 (Probation YOBG 2011)	681-23-500-22110	Health (Medical-Dental-Vision)	\$16,250
PR 681-23-500 (Probation YOBG 2011)	681-23-500-32020	Technology Expense-Software Licen:	\$12,275
PR 681-23-500 (Probation YOBG 2011)	681-23-500-32260	Medical/Dental Services	\$10,000
PR 681-23-500 (Probation YOBG 2011)	681-23-500-32500	Professional & Specialized Ser	\$15,000
PR 681-23-500 (Probation YOBG 2011)	681-23-500-33120	Special Department Expense	\$10,000
PR 681-23-500 (Probation YOBG 2011)	681-23-500-41100	Support & Care Of Persons	\$25,000
PR 681-23-500 (Probation YOBG 2011)	681-23-500-60100	Operating Transfers Out	\$20,000
PR 682-23-520 (Probation SB 678 2011)	682-23-520-21100	Permanent	\$92,374
PR 682-23-520 (Probation SB 678 2011)	682-23-520-22110	Health (Medical-Dental-Vision)	\$38,509
PR 682-23-520 (Probation SB 678 2011)	682-23-520-30122	Uniform/Safety Gear	\$3,000
PR 682-23-520 (Probation SB 678 2011)	682-23-520-30280	Telephone/Communications	\$3,000
PR 682-23-520 (Probation SB 678 2011)	682-23-520-32000	Office Expense	\$12,500
PR 682-23-520 (Probation SB 678 2011)	682-23-520-32010	TECHNOLOGY EXPENSES	\$6,500
PR 682-23-520 (Probation SB 678 2011)	682-23-520-32020	Technology Expense-Software Licen:	\$26,789
PR 682-23-520 (Probation SB 678 2011)	682-23-520-32500	Professional & Specialized Ser	\$27,600
PR 682-23-520 (Probation SB 678 2011)	682-23-520-33120	Special Department Expense	\$7,500
PR 682-23-520 (Probation SB 678 2011)	682-23-520-33350	Travel & Training Expense	\$36,100
PR 683-23-500 (Probation JJCPA 2011)	683-23-500-21100	Permanent	\$19,591
PR 683-23-500 (Probation JJCPA 2011)	683-23-500-22110	Health (Medical-Dental-Vision)	\$6,530
PR 683-23-500 (Probation JJCPA 2011)	683-23-500-22120	Pension	\$13,061
PR 683-23-500 (Probation JJCPA 2011)	683-23-500-33134	Special Department Expense	\$20,450
PR 684-23-520 (Probation PRCS 2011)	684-23-520-33120	Special Department Expense	\$9,000
PR 685-23-520 (Probation BSCC 2011)	685-23-520-52010	Land & Improvements	\$100,000
PR 685-23-520 (Probation BSCC 2011)	685-23-520-53030	Capital Equipment, \$5,000+	\$10,000
PR 686-23-500 (Probation Juvenile Activities)	686-23-500-33120	Special Department Expense	\$14,500
PR 688-23-520 (Drug Court Grant)	688-23-520-21100	Permanent	\$41,876
PR 688-23-520 (Drug Court Grant)	688-23-520-22100	Other Employee Benefits	\$22,082
PR 688-23-520 (Drug Court Grant)	688-23-520-32000	Office Expense	\$26,930
PR 688-23-520 (Drug Court Grant)	688-23-520-32500	Professional & Specialized Ser	\$4,540
PR 688-23-520 (Drug Court Grant)	688-23-520-33120	Special Department Expense	\$13,345
PR 688-23-520 (Drug Court Grant)	688-23-520-33350	Travel & Training Expense	\$9,726

PR 688-23-520 (Drug Court Grant)	688-23-520-33360	Motor Pool Expense	\$6,501
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	690-23-520-33120	Special Department Expense	\$25,000
PR 690-00/23/10-500 (Local Innovation 2011 Realignment)	690-23-520-52010	Land & Improvements	\$25,000
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-21100	Permanent	\$97,506
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-22100	Other Employee Benefits	\$4,958
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-22110	Health (Medical-Dental-Vision)	\$38,010
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-22120	Pension	\$24,789
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-32020	Technology Expense-Software Licen:	\$13,500
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-32500	Professional & Specialized Ser	\$5,968
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-32950	Rents & Leases - Real Property	\$1,250
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-33120	Special Department Expense	\$2,312
PR 691-23-520 (SB 129 Pretrial Release Program)	691-23-520-33360	Motor Pool Expense	\$1,637
Public Works			
PW 100-17-720 (Engineering)	100-17-720-21100	Permanent	\$673,133
PW 100-17-720 (Engineering)	100-17-720-22101	Medicare	\$9,761
PW 100-17-720 (Engineering)	100-17-720-22103	401a Contributions	\$25,000
PW 100-17-720 (Engineering)	100-17-720-22104	Life Insurance	\$680
PW 100-17-720 (Engineering)	100-17-720-22105	State Disability	\$7,405
PW 100-17-720 (Engineering)	100-17-720-22106	Unemployment	\$916
PW 100-17-720 (Engineering)	100-17-720-22107	EBS Admin Fee	\$324
PW 100-17-720 (Engineering)	100-17-720-22108	Survivor's Benefit	\$150
PW 100-17-720 (Engineering)	100-17-720-22109	Cellphone Stipends	\$3,177
PW 100-17-720 (Engineering)	100-17-720-22110	Health (Medical-Dental-Vision)	\$150,804
PW 100-17-720 (Engineering)	100-17-720-22120	Pension	\$184,759
PW 100-17-720 (Engineering)	100-17-720-22125	PRST Contribution	\$34,194
PW 100-17-720 (Engineering)	100-17-720-30280	Telephone/Communications	\$1,000
PW 100-17-720 (Engineering)	100-17-720-30500	Workers' Comp Ins Expense	\$29,472
PW 100-17-720 (Engineering)	100-17-720-30510	Liability Insurance Expense	\$16,263
PW 100-17-720 (Engineering)	100-17-720-31200	Equip Maintenance & Repair	\$1,000
PW 100-17-720 (Engineering)	100-17-720-31700	Membership Fees	\$4,000
PW 100-17-720 (Engineering)	100-17-720-32000	Office Expense	\$1,500
PW 100-17-720 (Engineering)	100-17-720-32010	TECHNOLOGY EXPENSES	\$14,813
PW 100-17-720 (Engineering)	100-17-720-32020	Technology Expense-Software Licen:	\$16,000
PW 100-17-720 (Engineering)	100-17-720-32030	Copier Pool	\$2,001
PW 100-17-720 (Engineering)	100-17-720-32500	Professional & Specialized Ser	\$20,000
PW 100-17-720 (Engineering)	100-17-720-33120	Special Department Expense	\$255
PW 100-17-720 (Engineering)	100-17-720-33350	Travel & Training Expense	\$3,000
PW 100-17-720 (Engineering)	100-17-720-33351	Vehicle Fuel Costs	\$4,000
PW 100-17-720 (Engineering)	100-17-720-33360	Motor Pool Expense	\$10,000
PW 100-17-720 (Engineering)	100-17-720-33601	Street Lighting	\$40,000
PW 100-17-720 (Engineering)	100-17-720-33602	Civic Center Utilities	\$1,200
PW 100-17-720 (Engineering)	100-17-720-60110	Civic Center Rent	\$15,635
PW 100-17-729 (Facilities)	100-17-729-21100	Permanent	\$1,227,597
PW 100-17-729 (Facilities)	100-17-729-21120	Overtime	\$25,000
PW 100-17-729 (Facilities)	100-17-729-22101	Medicare	\$17,801
PW 100-17-729 (Facilities)	100-17-729-22103	401a Contributions	\$32,000
PW 100-17-729 (Facilities)	100-17-729-22104	Life Insurance	\$768
PW 100-17-729 (Facilities)	100-17-729-22105	State Disability	\$13,504
PW 100-17-729 (Facilities)	100-17-729-22106	Unemployment	\$1,670
PW 100-17-729 (Facilities)	100-17-729-22107	EBS Admin Fee	\$992
PW 100-17-729 (Facilities)	100-17-729-22108	Survivor's Benefit	\$459
PW 100-17-729 (Facilities)	100-17-729-22109	Cellphone Stipends	\$5,088
PW 100-17-729 (Facilities)	100-17-729-22110	Health (Medical-Dental-Vision)	\$328,975
PW 100-17-729 (Facilities)	100-17-729-22120	Pension	\$339,666
PW 100-17-729 (Facilities)	100-17-729-22125	PRST Contribution	\$61,314
PW 100-17-729 (Facilities)	100-17-729-30120	Uniform Allowance	\$5,000
PW 100-17-729 (Facilities)	100-17-729-30280	Telephone/Communications	\$35,000

PW 100-17-729 (Facilities)	100-17-729-30350	Household Expenses	\$40,000
PW 100-17-729 (Facilities)	100-17-729-30500	Workers' Comp Ins Expense	\$81,753
PW 100-17-729 (Facilities)	100-17-729-30510	Liability Insurance Expense	\$63,060
PW 100-17-729 (Facilities)	100-17-729-31200	Equip Maintenance & Repair	\$18,000
PW 100-17-729 (Facilities)	100-17-729-31400	Building/Land Maint & Repair	\$230,000
PW 100-17-729 (Facilities)	100-17-729-31700	Membership Fees	\$2,000
PW 100-17-729 (Facilities)	100-17-729-32000	Office Expense	\$2,500
PW 100-17-729 (Facilities)	100-17-729-32010	TECHNOLOGY EXPENSES	\$37,353
PW 100-17-729 (Facilities)	100-17-729-32020	Technology Expense-Software Licen:	\$7,000
PW 100-17-729 (Facilities)	100-17-729-32030	Copier Pool	\$650
PW 100-17-729 (Facilities)	100-17-729-32450	Contract Services	\$480,000
PW 100-17-729 (Facilities)	100-17-729-32500	Professional & Specialized Ser	\$20,000
PW 100-17-729 (Facilities)	100-17-729-32860	Rents & Leases - Other	\$6,500
PW 100-17-729 (Facilities)	100-17-729-32950	Rents & Leases - Real Property	\$26,500
PW 100-17-729 (Facilities)	100-17-729-33010	Minor Equipment	\$25,000
PW 100-17-729 (Facilities)	100-17-729-33120	Special Department Expense	\$3,300
PW 100-17-729 (Facilities)	100-17-729-33350	Travel & Training Expense	\$12,000
PW 100-17-729 (Facilities)	100-17-729-33351	Vehicle Fuel Costs	\$72,000
PW 100-17-729 (Facilities)	100-17-729-33360	Motor Pool Expense	\$122,122
PW 100-17-729 (Facilities)	100-17-729-33600	Utilities	\$600,000
PW 100-17-729 (Facilities)	100-17-729-53030	Capital Equipment, \$5,000+	\$17,500
PW 103-17-735 (Conway Ranch)	103-17-735-21100	Permanent	\$10,127
PW 103-17-735 (Conway Ranch)	103-17-735-22101	Medicare	\$147
PW 103-17-735 (Conway Ranch)	103-17-735-22105	State Disability	\$112
PW 103-17-735 (Conway Ranch)	103-17-735-22106	Unemployment	\$14
PW 103-17-735 (Conway Ranch)	103-17-735-22107	EBS Admin Fee	\$6
PW 103-17-735 (Conway Ranch)	103-17-735-22108	Survivor's Benefit	\$3
PW 103-17-735 (Conway Ranch)	103-17-735-22110	Health (Medical-Dental-Vision)	\$3,038
PW 103-17-735 (Conway Ranch)	103-17-735-22120	Pension	\$2,864
PW 103-17-735 (Conway Ranch)	103-17-735-30500	Workers' Comp Ins Expense	\$103
PW 103-17-735 (Conway Ranch)	103-17-735-30510	Liability Insurance Expense	\$454
PW 103-17-735 (Conway Ranch)	103-17-735-31400	Building/Land Maint & Repair	\$20,000
PW 103-17-735 (Conway Ranch)	103-17-735-32010	TECHNOLOGY EXPENSES	\$244
PW 103-17-735 (Conway Ranch)	103-17-735-52010	Land & Improvements	\$82,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-21100	Permanent	\$160,957
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22101	Medicare	\$2,334
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22102	Social Security (FICA)	\$5,830
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22104	Life Insurance	\$237
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22105	State Disability	\$1,771
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22106	Unemployment	\$219
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22107	EBS Admin Fee	\$216
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22108	Survivor's Benefit	\$100
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22109	Cellphone Stipends	\$1,320
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22110	Health (Medical-Dental-Vision)	\$600
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-22120	Pension	\$26,589
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-30110	Clothing/Personal Supplies	\$1,500
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-30280	Telephone/Communications	\$1,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-30350	Household Expenses	\$500
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-30500	Workers' Comp Ins Expense	\$1,972
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-30510	Liability Insurance Expense	\$1,799
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-31200	Equip Maintenance & Repair	\$500
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-31400	Building/Land Maint & Repair	\$150,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-32000	Office Expense	\$2,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-32010	TECHNOLOGY EXPENSES	\$8,609
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-32450	Contract Services	\$75,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-33010	Minor Equipment	\$10,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-33120	Special Department Expense	\$20,000

PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-33350	Travel & Training Expense	\$2,000
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-33351	Vehicle Fuel Costs	\$11,105
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-33360	Motor Pool Expense	\$30,271
PW 108-27-194 (Eastern Sierra Sustainable Recreation)	108-27-194-60100	Operating Transfers Out	\$85,000
PW 164-10-228 (Zones of Benefit)	164-10-228-31400	Building/Land Maint & Repair	\$125,000
PW 180-31-725 (Road)	180-31-725-21100	Permanent	\$1,743,285
PW 180-31-725 (Road)	180-31-725-21120	Overtime	\$25,000
PW 180-31-725 (Road)	180-31-725-22101	Medicare	\$25,278
PW 180-31-725 (Road)	180-31-725-22103	401a Contributions	\$47,000
PW 180-31-725 (Road)	180-31-725-22104	Life Insurance	\$866
PW 180-31-725 (Road)	180-31-725-22105	State Disability	\$19,177
PW 180-31-725 (Road)	180-31-725-22106	Unemployment	\$2,371
PW 180-31-725 (Road)	180-31-725-22107	EBS Admin Fee	\$1,339
PW 180-31-725 (Road)	180-31-725-22108	Survivor's Benefit	\$620
PW 180-31-725 (Road)	180-31-725-22109	Cellphone Stipends	\$9,117
PW 180-31-725 (Road)	180-31-725-22110	Health (Medical-Dental-Vision)	\$635,607
PW 180-31-725 (Road)	180-31-725-22120	Pension	\$458,595
PW 180-31-725 (Road)	180-31-725-30120	Uniform Allowance	\$6,000
PW 180-31-725 (Road)	180-31-725-30280	Telephone/Communications	\$8,000
PW 180-31-725 (Road)	180-31-725-30350	Household Expenses	\$4,000
PW 180-31-725 (Road)	180-31-725-30500	Workers' Comp Ins Expense	\$54,936
PW 180-31-725 (Road)	180-31-725-30510	Liability Insurance Expense	\$117,887
PW 180-31-725 (Road)	180-31-725-31200	Equip Maintenance & Repair	\$300,000
PW 180-31-725 (Road)	180-31-725-32000	Office Expense	\$5,000
PW 180-31-725 (Road)	180-31-725-32010	TECHNOLOGY EXPENSES	\$44,420
PW 180-31-725 (Road)	180-31-725-32020	Technology Expense-Software Licen:	\$8,000
PW 180-31-725 (Road)	180-31-725-32030	Copier Pool	\$600
PW 180-31-725 (Road)	180-31-725-32450	Contract Services	\$28,000
PW 180-31-725 (Road)	180-31-725-32500	Professional & Specialized Ser	\$7,500
PW 180-31-725 (Road)	180-31-725-32860	Rents & Leases - Other	\$4,000
PW 180-31-725 (Road)	180-31-725-32950	Rents & Leases - Real Property	\$700
PW 180-31-725 (Road)	180-31-725-33010	Minor Equipment	\$15,000
PW 180-31-725 (Road)	180-31-725-33120	Special Department Expense	\$100,000
PW 180-31-725 (Road)	180-31-725-33350	Travel & Training Expense	\$5,000
PW 180-31-725 (Road)	180-31-725-33351	Vehicle Fuel Costs	\$600,000
PW 180-31-725 (Road)	180-31-725-33355	Meals - Mou	\$1,000
PW 180-31-725 (Road)	180-31-725-33360	Motor Pool Expense	\$640,000
PW 180-31-725 (Road)	180-31-725-33600	Utilities	\$140,000
PW 180-31-725 (Road)	180-31-725-72960	A-87 Indirect Costs	\$429,051
PW 181-31-725 (State & Fed Construction Funds)	181-31-725-47010	Contributions To Other Governm	\$860,000
PW 181-31-725 (State & Fed Construction Funds)	181-31-725-52010	Land & Improvements	\$6,503,000
PW 600-32-760 (Airport Enterprise)	600-32-760-30510	Liability Insurance Expense	\$3,717
PW 600-32-760 (Airport Enterprise)	600-32-760-31400	Building/Land Maint & Repair	\$30,000
PW 600-32-760 (Airport Enterprise)	600-32-760-32950	Rents & Leases - Real Property	\$2,500
PW 600-32-760 (Airport Enterprise)	600-32-760-33120	Special Department Expense	\$200
PW 600-32-760 (Airport Enterprise)	600-32-760-33600	Utilities	\$1,500
PW 605-71-740 (Campground Enterprise Fund)	605-71-740-31400	Building/Land Maint & Repair	\$3,500
PW 605-71-740 (Campground Enterprise Fund)	605-71-740-32450	Contract Services	\$28,000
PW 605-71-740 (Campground Enterprise Fund)	605-71-740-32950	Rents & Leases - Real Property	\$2,000
PW 605-71-740 (Campground Enterprise Fund)	605-71-740-33119	Tot Expenses	\$5,000
PW 605-71-740 (Campground Enterprise Fund)	605-71-740-72960	A-87 Indirect Costs	\$3,704
PW 610-27-700 (Cemetery Enterprise Fund)	610-27-700-31400	Building/Land Maint & Repair	\$5,000
PW 610-27-700 (Cemetery Enterprise Fund)	610-27-700-33600	Utilities	\$500
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-21100	Permanent	\$628,529
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-21120	Overtime	\$10,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22101	Medicare	\$9,114
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22103	401a Contributions	\$2,600

PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22104	Life Insurance	\$284
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22105	State Disability	\$6,914
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22106	Unemployment	\$855
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22107	EBS Admin Fee	\$448
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22108	Survivor's Benefit	\$208
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22109	Cellphone Stipends	\$327
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22110	Health (Medical-Dental-Vision)	\$169,997
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-22120	Pension	\$174,810
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-30122	Uniform/Safety Gear	\$3,002
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-30280	Telephone/Communications	\$3,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-30350	Household Expenses	\$500
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-30500	Workers' Comp Ins Expense	\$9,895
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-30510	Liability Insurance Expense	\$65,545
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-31200	Equip Maintenance & Repair	\$85,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-31400	Building/Land Maint & Repair	\$10,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-31700	Membership Fees	\$6,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-32000	Office Expense	\$5,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-32010	TECHNOLOGY EXPENSES	\$16,165
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-32020	Technology Expense-Software Licen:	\$4,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-32030	Copier Pool	\$1,352
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-32450	Contract Services	\$320,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-32500	Professional & Specialized Ser	\$260,001
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-32950	Rents & Leases - Real Property	\$10,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-33120	Special Department Expense	\$370,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-33350	Travel & Training Expense	\$3,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-33351	Vehicle Fuel Costs	\$100,061
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-33360	Motor Pool Expense	\$68,166
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-33600	Utilities	\$3,500
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-35210	Bond/Loan Interest	\$40,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-52010	Land & Improvements	\$320,000
PW 615-44-755 (Solid Waste Enterprise)	615-44-755-72960	A-87 Indirect Costs	\$158,364
PW 616-44-755 (Solid Waste Special Revenue Fund)	616-44-755-33120	Special Department Expense	\$203,750
PW 616-44-755 (Solid Waste Special Revenue Fund)	616-44-755-60100	Operating Transfers Out	\$6,300,000
PW 617-44-755 (Solid Waste Accelerated Landfill closure)	617-44-755-60051	Landfill Closure Costs	\$7,300,000
PW 650-10-723 (Fleet)	650-10-723-21100	Permanent	\$393,374
PW 650-10-723 (Fleet)	650-10-723-22101	Medicare	\$5,704
PW 650-10-723 (Fleet)	650-10-723-22103	401a Contributions	\$3,000
PW 650-10-723 (Fleet)	650-10-723-22104	Life Insurance	\$271
PW 650-10-723 (Fleet)	650-10-723-22105	State Disability	\$4,328
PW 650-10-723 (Fleet)	650-10-723-22106	Unemployment	\$535
PW 650-10-723 (Fleet)	650-10-723-22107	EBS Admin Fee	\$242
PW 650-10-723 (Fleet)	650-10-723-22108	Survivor's Benefit	\$112
PW 650-10-723 (Fleet)	650-10-723-22109	Cellphone Stipends	\$1,191
PW 650-10-723 (Fleet)	650-10-723-22110	Health (Medical-Dental-Vision)	\$89,967
PW 650-10-723 (Fleet)	650-10-723-22120	Pension	\$109,207
PW 650-10-723 (Fleet)	650-10-723-30120	Uniform Allowance	\$1,200
PW 650-10-723 (Fleet)	650-10-723-30280	Telephone/Communications	\$1,200
PW 650-10-723 (Fleet)	650-10-723-30500	Workers' Comp Ins Expense	\$4,565
PW 650-10-723 (Fleet)	650-10-723-30510	Liability Insurance Expense	\$32,363
PW 650-10-723 (Fleet)	650-10-723-31200	Equip Maintenance & Repair	\$300,000
PW 650-10-723 (Fleet)	650-10-723-32000	Office Expense	\$1,000
PW 650-10-723 (Fleet)	650-10-723-32010	TECHNOLOGY EXPENSES	\$9,534
PW 650-10-723 (Fleet)	650-10-723-32030	Copier Pool	\$400
PW 650-10-723 (Fleet)	650-10-723-33010	Minor Equipment	\$4,000
PW 650-10-723 (Fleet)	650-10-723-33120	Special Department Expense	\$5,000
PW 650-10-723 (Fleet)	650-10-723-33350	Travel & Training Expense	\$1,000
PW 650-10-723 (Fleet)	650-10-723-33351	Vehicle Fuel Costs	\$559,295

PW 650-10-723 (Fleet)	650-10-723-33600	Utilities	\$8,000
PW 650-10-723 (Fleet)	650-10-723-53010	Capital Equipment: Vehicles	\$1,204,500
PW 650-10-723 (Fleet)	650-10-723-53020	Capital Equipment, Constructio	\$1,462,154
PW 650-10-723 (Fleet)	650-10-723-53030	Capital Equipment, \$5,000+	\$50,000
PW 650-10-723 (Fleet)	650-10-723-72960	A-87 Indirect Costs	\$62,686
PW CIP 190-18-725 (CIP)	190-18-725-31400	Building/Land Maint & Repair	\$480,000
PW CIP 190-18-725 (CIP)	190-18-725-32500	Professional & Specialized Ser	\$100,000
PW CIP 190-18-725 (CIP)	190-18-725-53023	Fixed Assets: Land	\$650,000
PW CIP 192-22-460 (CIP Criminal Justice Facility)	192-22-460-32450	Contract Services	\$1,500,000
PW CIP 192-22-460 (CIP Criminal Justice Facility)	192-22-460-52010	Land & Improvements	\$2,000,000
PW CIP 192-22-460 (CIP Criminal Justice Facility)	192-22-460-53022	Fixed Assets: Buildings	\$18,000,000
Sheriff's Office			
SH 100-22-440 (Sheriff)	100-22-440-21100	Permanent	\$2,975,220
SH 100-22-440 (Sheriff)	100-22-440-21103	Education Add-on Pay	\$235,323
SH 100-22-440 (Sheriff)	100-22-440-21104	Bilingual	\$13,759
SH 100-22-440 (Sheriff)	100-22-440-21106	Cash-outs (Vac, SL, Comp)	\$350,000
SH 100-22-440 (Sheriff)	100-22-440-21120	Overtime	\$150,000
SH 100-22-440 (Sheriff)	100-22-440-21410	Holiday Pay	\$146,910
SH 100-22-440 (Sheriff)	100-22-440-22101	Medicare	\$48,155
SH 100-22-440 (Sheriff)	100-22-440-22103	401a Contributions	\$67,000
SH 100-22-440 (Sheriff)	100-22-440-22104	Life Insurance	\$1,192
SH 100-22-440 (Sheriff)	100-22-440-22105	State Disability	\$36,532
SH 100-22-440 (Sheriff)	100-22-440-22106	Unemployment	\$4,517
SH 100-22-440 (Sheriff)	100-22-440-22107	EBS Admin Fee	\$1,475
SH 100-22-440 (Sheriff)	100-22-440-22108	Survivor's Benefit	\$683
SH 100-22-440 (Sheriff)	100-22-440-22109	Cellphone Stipends	\$630
SH 100-22-440 (Sheriff)	100-22-440-22110	Health (Medical-Dental-Vision)	\$706,258
SH 100-22-440 (Sheriff)	100-22-440-22120	Pension	\$1,474,273
SH 100-22-440 (Sheriff)	100-22-440-22125	PRST Contribution	\$175,732
SH 100-22-440 (Sheriff)	100-22-440-30120	Uniform Allowance	\$2,400
SH 100-22-440 (Sheriff)	100-22-440-30121	Special Uniform Supplies	\$47,700
SH 100-22-440 (Sheriff)	100-22-440-30280	Telephone/Communications	\$71,862
SH 100-22-440 (Sheriff)	100-22-440-30500	Workers' Comp Ins Expense	\$452,420
SH 100-22-440 (Sheriff)	100-22-440-30510	Liability Insurance Expense	\$88,316
SH 100-22-440 (Sheriff)	100-22-440-31200	Equip Maintenance & Repair	\$146,200
SH 100-22-440 (Sheriff)	100-22-440-31205	Technology Maintenance and Repair	\$34,000
SH 100-22-440 (Sheriff)	100-22-440-31400	Building/Land Maint & Repair	\$1,000
SH 100-22-440 (Sheriff)	100-22-440-31700	Membership Fees	\$6,800
SH 100-22-440 (Sheriff)	100-22-440-32000	Office Expense	\$20,000
SH 100-22-440 (Sheriff)	100-22-440-32010	TECHNOLOGY EXPENSES	\$62,886
SH 100-22-440 (Sheriff)	100-22-440-32020	Technology Expense-Software Licen:	\$98,880
SH 100-22-440 (Sheriff)	100-22-440-32030	Copier Pool	\$3,252
SH 100-22-440 (Sheriff)	100-22-440-32500	Professional & Specialized Ser	\$122,250
SH 100-22-440 (Sheriff)	100-22-440-32800	Publications & Legal Notices	\$1,600
SH 100-22-440 (Sheriff)	100-22-440-32950	Rents & Leases - Real Property	\$1,450
SH 100-22-440 (Sheriff)	100-22-440-33120	Special Department Expense	\$11,400
SH 100-22-440 (Sheriff)	100-22-440-33130	Spec Dept Expense-Ammunition	\$32,430
SH 100-22-440 (Sheriff)	100-22-440-33132	Spec Dept- Dare Program	\$1,000
SH 100-22-440 (Sheriff)	100-22-440-33138	Spec. Dept. - Investigations	\$21,710
SH 100-22-440 (Sheriff)	100-22-440-33350	Travel & Training Expense	\$180,300
SH 100-22-440 (Sheriff)	100-22-440-33351	Vehicle Fuel Costs	\$237,800
SH 100-22-440 (Sheriff)	100-22-440-33360	Motor Pool Expense	\$757,216
SH 100-22-440 (Sheriff)	100-22-440-33600	Utilities	\$30,000
SH 100-22-445 (Boating Law Enforcement)	100-22-445-21100	Permanent	\$40,000
SH 100-22-445 (Boating Law Enforcement)	100-22-445-21103	Education Add-on Pay	\$2,943
SH 100-22-445 (Boating Law Enforcement)	100-22-445-21120	Overtime	\$55,259
SH 100-22-445 (Boating Law Enforcement)	100-22-445-21410	Holiday Pay	\$1,932

SH 100-22-445 (Boating Law Enforcement)	100-22-445-22101	Medicare	\$694
SH 100-22-445 (Boating Law Enforcement)	100-22-445-22105	State Disability	\$40
SH 100-22-445 (Boating Law Enforcement)	100-22-445-22106	Unemployment	\$44
SH 100-22-445 (Boating Law Enforcement)	100-22-445-22107	EBS Admin Fee	\$8
SH 100-22-445 (Boating Law Enforcement)	100-22-445-22108	Survivor's Benefit	\$3
SH 100-22-445 (Boating Law Enforcement)	100-22-445-22110	Health (Medical-Dental-Vision)	\$6,986
SH 100-22-445 (Boating Law Enforcement)	100-22-445-22120	Pension	\$7,952
SH 100-22-445 (Boating Law Enforcement)	100-22-445-30510	Liability Insurance Expense	\$354
SH 100-22-445 (Boating Law Enforcement)	100-22-445-32860	Rents & Leases - Other	\$5,850
SH 100-22-445 (Boating Law Enforcement)	100-22-445-33350	Travel & Training Expense	\$2,000
SH 100-22-445 (Boating Law Enforcement)	100-22-445-33351	Vehicle Fuel Costs	\$1,000
SH 100-22-445 (Boating Law Enforcement)	100-22-445-33352	Boat Fuel Costs	\$1,500
SH 100-22-445 (Boating Law Enforcement)	100-22-445-33360	Motor Pool Expense	\$4,000
SH 100-22-445 (Boating Law Enforcement)	100-22-445-33600	Utilities	\$500
SH 100-22-455 (Court Security)	100-22-455-21100	Permanent	\$423,362
SH 100-22-455 (Court Security)	100-22-455-21103	Education Add-on Pay	\$15,858
SH 100-22-455 (Court Security)	100-22-455-21106	Cash-outs (Vac, SL, Comp)	\$3,000
SH 100-22-455 (Court Security)	100-22-455-21120	Overtime	\$10,000
SH 100-22-455 (Court Security)	100-22-455-21410	Holiday Pay	\$6,938
SH 100-22-455 (Court Security)	100-22-455-22101	Medicare	\$6,470
SH 100-22-455 (Court Security)	100-22-455-22102	Social Security (FICA)	\$13,095
SH 100-22-455 (Court Security)	100-22-455-22104	Life Insurance	\$46
SH 100-22-455 (Court Security)	100-22-455-22105	State Disability	\$4,908
SH 100-22-455 (Court Security)	100-22-455-22106	Unemployment	\$607
SH 100-22-455 (Court Security)	100-22-455-22107	EBS Admin Fee	\$616
SH 100-22-455 (Court Security)	100-22-455-22108	Survivor's Benefit	\$285
SH 100-22-455 (Court Security)	100-22-455-22110	Health (Medical-Dental-Vision)	\$46,079
SH 100-22-455 (Court Security)	100-22-455-22120	Pension	\$142,356
SH 100-22-455 (Court Security)	100-22-455-22125	PRST Contribution	\$26,090
SH 100-22-455 (Court Security)	100-22-455-30120	Uniform Allowance	\$2,000
SH 100-22-455 (Court Security)	100-22-455-30500	Workers' Comp Ins Expense	\$6,162
SH 100-22-455 (Court Security)	100-22-455-30510	Liability Insurance Expense	\$5,622
SH 100-22-455 (Court Security)	100-22-455-31200	Equip Maintenance & Repair	\$10,000
SH 100-22-455 (Court Security)	100-22-455-32010	TECHNOLOGY EXPENSES	\$16,912
SH 100-22-455 (Court Security)	100-22-455-33350	Travel & Training Expense	\$29,000
SH 100-22-455 (Court Security)	100-22-455-33351	Vehicle Fuel Costs	\$5,000
SH 100-22-455 (Court Security)	100-22-455-33360	Motor Pool Expense	\$10,000
SH 100-23-460 (Jail)	100-23-460-21100	Permanent	\$1,522,505
SH 100-23-460 (Jail)	100-23-460-21103	Education Add-on Pay	\$39,121
SH 100-23-460 (Jail)	100-23-460-21104	Bilingual	\$15,076
SH 100-23-460 (Jail)	100-23-460-21106	Cash-outs (Vac, SL, Comp)	\$110,000
SH 100-23-460 (Jail)	100-23-460-21120	Overtime	\$265,000
SH 100-23-460 (Jail)	100-23-460-21410	Holiday Pay	\$97,375
SH 100-23-460 (Jail)	100-23-460-22100	Other Employee Benefits	\$17,626
SH 100-23-460 (Jail)	100-23-460-22101	Medicare	\$26,008
SH 100-23-460 (Jail)	100-23-460-22103	401a Contributions	\$26,000
SH 100-23-460 (Jail)	100-23-460-22104	Life Insurance	\$533
SH 100-23-460 (Jail)	100-23-460-22105	State Disability	\$19,730
SH 100-23-460 (Jail)	100-23-460-22106	Unemployment	\$2,440
SH 100-23-460 (Jail)	100-23-460-22107	EBS Admin Fee	\$1,214
SH 100-23-460 (Jail)	100-23-460-22108	Survivor's Benefit	\$570
SH 100-23-460 (Jail)	100-23-460-22109	Cellphone Stipends	\$300
SH 100-23-460 (Jail)	100-23-460-22110	Health (Medical-Dental-Vision)	\$459,308
SH 100-23-460 (Jail)	100-23-460-22120	Pension	\$536,231
SH 100-23-460 (Jail)	100-23-460-22125	PRST Contribution	\$99,388
SH 100-23-460 (Jail)	100-23-460-30110	Clothing/Personal Supplies	\$5,000
SH 100-23-460 (Jail)	100-23-460-30120	Uniform Allowance	\$17,000

SH 100-23-460 (Jail)	100-23-460-30122	Uniform/Safety Gear	\$9,000
SH 100-23-460 (Jail)	100-23-460-30300	Food Expenses	\$194,200
SH 100-23-460 (Jail)	100-23-460-30350	Household Expenses	\$6,000
SH 100-23-460 (Jail)	100-23-460-30500	Workers' Comp Ins Expense	\$98,802
SH 100-23-460 (Jail)	100-23-460-30510	Liability Insurance Expense	\$31,917
SH 100-23-460 (Jail)	100-23-460-31200	Equip Maintenance & Repair	\$13,000
SH 100-23-460 (Jail)	100-23-460-31205	Technology Maintenance and Repair	\$13,500
SH 100-23-460 (Jail)	100-23-460-31400	Building/Land Maint & Repair	\$1,000
SH 100-23-460 (Jail)	100-23-460-31530	Medical/Dental & Lab Supplies	\$136,000
SH 100-23-460 (Jail)	100-23-460-31700	Membership Fees	\$800
SH 100-23-460 (Jail)	100-23-460-32000	Office Expense	\$15,000
SH 100-23-460 (Jail)	100-23-460-32010	TECHNOLOGY EXPENSES	\$56,117
SH 100-23-460 (Jail)	100-23-460-32020	Technology Expense-Software Licen:	\$8,400
SH 100-23-460 (Jail)	100-23-460-32030	Copier Pool	\$4,153
SH 100-23-460 (Jail)	100-23-460-32500	Professional & Specialized Ser	\$13,790
SH 100-23-460 (Jail)	100-23-460-33120	Special Department Expense	\$3,400
SH 100-23-460 (Jail)	100-23-460-33129	K-9 Expenditures	\$4,000
SH 100-23-460 (Jail)	100-23-460-33130	Spec Dept Expense-Ammunition	\$5,382
SH 100-23-460 (Jail)	100-23-460-33350	Travel & Training Expense	\$131,000
SH 100-23-460 (Jail)	100-23-460-33351	Vehicle Fuel Costs	\$25,000
SH 100-23-460 (Jail)	100-23-460-33360	Motor Pool Expense	\$30,000
SH 100-23-460 (Jail)	100-23-460-33600	Utilities	\$80,745
SH 100-23-460 (Jail)	100-23-460-53030	Capital Equipment, \$5,000+	\$10,000
SH 100-27-205 (Animal Services)	100-27-205-21100	Permanent	\$334,918
SH 100-27-205 (Animal Services)	100-27-205-21106	Cash-outs (Vac, SL, Comp)	\$800
SH 100-27-205 (Animal Services)	100-27-205-21120	Overtime	\$5,000
SH 100-27-205 (Animal Services)	100-27-205-22101	Medicare	\$4,868
SH 100-27-205 (Animal Services)	100-27-205-22103	401a Contributions	\$3,000
SH 100-27-205 (Animal Services)	100-27-205-22104	Life Insurance	\$131
SH 100-27-205 (Animal Services)	100-27-205-22105	State Disability	\$3,693
SH 100-27-205 (Animal Services)	100-27-205-22106	Unemployment	\$457
SH 100-27-205 (Animal Services)	100-27-205-22107	EBS Admin Fee	\$324
SH 100-27-205 (Animal Services)	100-27-205-22108	Survivor's Benefit	\$150
SH 100-27-205 (Animal Services)	100-27-205-22109	Cellphone Stipends	\$1,320
SH 100-27-205 (Animal Services)	100-27-205-22110	Health (Medical-Dental-Vision)	\$111,573
SH 100-27-205 (Animal Services)	100-27-205-22120	Pension	\$93,041
SH 100-27-205 (Animal Services)	100-27-205-22125	PRST Contribution	\$20,217
SH 100-27-205 (Animal Services)	100-27-205-30120	Uniform Allowance	\$2,400
SH 100-27-205 (Animal Services)	100-27-205-30280	Telephone/Communications	\$3,000
SH 100-27-205 (Animal Services)	100-27-205-30500	Workers' Comp Ins Expense	\$10,215
SH 100-27-205 (Animal Services)	100-27-205-30510	Liability Insurance Expense	\$8,427
SH 100-27-205 (Animal Services)	100-27-205-31700	Membership Fees	\$250
SH 100-27-205 (Animal Services)	100-27-205-32000	Office Expense	\$3,000
SH 100-27-205 (Animal Services)	100-27-205-32010	TECHNOLOGY EXPENSES	\$13,297
SH 100-27-205 (Animal Services)	100-27-205-32030	Copier Pool	\$1,547
SH 100-27-205 (Animal Services)	100-27-205-32500	Professional & Specialized Ser	\$21,000
SH 100-27-205 (Animal Services)	100-27-205-33120	Special Department Expense	\$17,000
SH 100-27-205 (Animal Services)	100-27-205-33350	Travel & Training Expense	\$8,600
SH 100-27-205 (Animal Services)	100-27-205-33351	Vehicle Fuel Costs	\$14,700
SH 100-27-205 (Animal Services)	100-27-205-33360	Motor Pool Expense	\$37,647
SH 100-27-205 (Animal Services)	100-27-205-33600	Utilities	\$16,500
SH 100-27-450 (Search and Rescue)	100-27-450-30280	Telephone/Communications	\$6,000
SH 100-27-450 (Search and Rescue)	100-27-450-30300	Food Expenses	\$3,500
SH 100-27-450 (Search and Rescue)	100-27-450-31200	Equip Maintenance & Repair	\$4,000
SH 100-27-450 (Search and Rescue)	100-27-450-32950	Rents & Leases - Real Property	\$22,000
SH 100-27-450 (Search and Rescue)	100-27-450-33120	Special Department Expense	\$3,000
SH 100-27-450 (Search and Rescue)	100-27-450-33350	Travel & Training Expense	\$9,800

SH 100-27-450 (Search and Rescue)	100-27-450-33351	Vehicle Fuel Costs	\$10,557
SH 100-27-450 (Search and Rescue)	100-27-450-33360	Motor Pool Expense	\$20,699
SH 140-22-440 (CalAIM PATH)	140-22-440-20010	Expenditures	\$51,945
SH 141-22-440 (Fingerprint)	141-22-440-20010	Expenditures	\$4,000
SH 143-22-440 (Sheriff Wellness)	143-22-440-32500	Professional & Specialized Ser	\$17,750
SH 145-22-440 (Off Highway Vehicle Fund)	145-22-440-21120	Overtime	\$37,188
SH 145-22-440 (Off Highway Vehicle Fund)	145-22-440-31200	Equip Maintenance & Repair	\$8,300
SH 145-22-440 (Off Highway Vehicle Fund)	145-22-440-32950	Rents & Leases - Real Property	\$5,400
SH 145-22-440 (Off Highway Vehicle Fund)	145-22-440-33351	Vehicle Fuel Costs	\$1,300
SH 145-22-440 (Off Highway Vehicle Fund)	145-22-440-33360	Motor Pool Expense	\$700
SH 146-22-455 (Court Security 2011 Realignment)	146-22-455-60100	Operating Transfers Out	\$787,410
SH 720-23-000 (Inmate Welfare Trust)	720-23-460-20010	Expenditures	\$18,000
SH 720-23-000 (Inmate Welfare Trust)	720-23-460-30286	Telephone/Communications-Inmate	\$3,000
SH 720-23-000 (Inmate Welfare Trust)	720-23-460-31206	Equip Maintenance & Repair-Inmate	\$500
SH 720-23-000 (Inmate Welfare Trust)	720-23-460-32506	Professional & Specialized Ser-Inmat	\$500
SH 720-23-000 (Inmate Welfare Trust)	720-23-460-33016	Small Tools & Instruments-Inmate W	\$300
SH 720-23-000 (Inmate Welfare Trust)	720-23-460-33126	Spec Dept-Inmate Welfare	\$15,000
SH 726-27-000 (Spray Neuter/Animal Welfare)	726-27-000-20010	Expenditures	\$2,000
		Total Expenditures	\$168,153,709



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Elections

TIME REQUIRED

SUBJECT Budget Adjustment for Elections to
Increase Ballot Expenses with
Revenues Received Above Budget

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This budget adjustment is a request for a \$12,240.29 appropriation increase to the Elections budget for ballot expenses offset by election fees that have already been received above budget.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

There is no net impact to the General Fund. The appropriation increase for ballot expenses is funded by election fees revenues received above budget.

CONTACT NAME: Salena Ybarra

PHONE/EMAIL: (760)932-5536 / scybarra@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Signed Appropriation Transfer Request

History

Time	Who	Approval
6/13/2024 4:21 PM	County Counsel	Yes
6/13/2024 3:20 PM	Finance	Yes

6/13/2024 4:57 PM

County Administrative Office

Yes



**CLERK – RECORDER – REGISTRAR
CLERK OF THE BOARD OF SUPERVISORS
COUNTY OF MONO**

P.O. BOX 237, BRIDGEPORT, CALIFORNIA 93517 • (760) 932-5530

ClerkRecorder@mono.ca.gov • Elections@mono.ca.gov • BOS@mono.ca.gov

June 18, 2024

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder-Registrar

Re: FY 23-24 Budget Adjustment for Elections

Background:

Election fees vary based on the type of Election and factors such as the number of local races, measures, candidates, the various candidate fees as well as data requests. In FY 23-24, election fees and election related expenses have been higher than expected, resulting in both revenues and expenditures exceeding projections. As of June 12, 2024, Election fee revenue has exceeded projections by \$12,240.29. Ballot Expenses have exceeded the budget by \$12,240.29.

Discussion:

This item is a request for a \$12,240.29 appropriation increase in the Elections budget for ballot expenses. The need for an appropriation increase is due to the increase in costs for all ballot-related expenses. The appropriation increase is funded by the unanticipated election revenues. The Elections department proposes and requests approval for this budget adjustment to cover ballot expenses.

Please contact me if you have any questions. Thank you.

Queenie Barnard
Clerk-Recorder-Registrar
760-932-5534
qbarnard@mono.ca.gov

Attachment:

1. Signed Appropriation Transfer Request

**COUNTY OF MONO
 APPROPRIATION TRANSFER REQUEST**

Department: Elections **Fiscal Year:** 23-24

Budget Unit: 181 **Date:** 6/12/2024

Prepared by: Salena Ybarra **Phone:** (760)932-5536

Revenue adjustment

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-15-181-16410	Election Fees	\$6,000.00	\$12,240.29	\$18,240.29
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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Expense adjustment

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-15-181-33124	Ballot Expenses	\$26,000.00	\$12,240.29	\$38,240.29
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
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Total (If greater than \$0 explain on page 2) **\$0.00**

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this not anticipated at time of Budget Development?

Ballot expenses were higher than anticipated at budget development due to higher costs and the number of contests on the ballot.

2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and make a statement of current fund balance before adjustment.

Due to the recent increase in our service fees and the number of candidates with various fees for the primary election, we have collected more in election fees than anticipated. We had budgeted for \$6,000.00 and brought in a total of \$18,240.29 giving a surplus of \$12,240.29.

3 - Is this a non-recurring event or should this be reflected in next years budget?

Non-recurring. However the increase in costs was taken into consideration for the development of the 24-25 budget.

Budget Request detail

Board Approval not required

Board Approval required

Request for Contingency

1. Department Head - Signature

2. Budget Officer - Signature

Janet Ditcher

Megan Chapman

3. Finance Director - Signature

4. CAO Office - Signature

Janet Ditcher

Sandra Moberly












Elections ATR 06.12.24 (for Board approval)

Final Audit Report

2024-06-13

Created:	2024-06-13
By:	Salena Ybarra (scybarra@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAkeMaNX0cvMvITcCRhHixdgF4V69_W1mV

"Elections ATR 06.12.24 (for Board approval)" History

-  Document created by Salena Ybarra (scybarra@mono.ca.gov)
2024-06-13 - 6:49:16 PM GMT- IP address: 162.252.90.161
-  Document emailed to Queenie Barnard (qbarnard@mono.ca.gov) for signature
2024-06-13 - 6:50:37 PM GMT
-  Email viewed by Queenie Barnard (qbarnard@mono.ca.gov)
2024-06-13 - 6:59:24 PM GMT- IP address: 162.252.90.163
-  Document e-signed by Queenie Barnard (qbarnard@mono.ca.gov)
Signature Date: 2024-06-13 - 6:59:33 PM GMT - Time Source: server- IP address: 162.252.90.163
-  Document emailed to Megan Chapman (mchapman@mono.ca.gov) for signature
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-  Email viewed by Megan Chapman (mchapman@mono.ca.gov)
2024-06-13 - 7:35:05 PM GMT- IP address: 162.252.88.209
-  Document e-signed by Megan Chapman (mchapman@mono.ca.gov)
Signature Date: 2024-06-13 - 7:35:47 PM GMT - Time Source: server- IP address: 162.252.88.209
-  Document emailed to Janet Dutcher (jdutcher@mono.ca.gov) for signature
2024-06-13 - 7:35:48 PM GMT
-  Email viewed by Janet Dutcher (jdutcher@mono.ca.gov)
2024-06-13 - 8:10:47 PM GMT- IP address: 162.252.90.163
-  Document e-signed by Janet Dutcher (jdutcher@mono.ca.gov)
Signature Date: 2024-06-13 - 8:11:16 PM GMT - Time Source: server- IP address: 162.252.90.163
-  Document emailed to Sandra Moberly (smoberly@mono.ca.gov) for signature
2024-06-13 - 8:11:19 PM GMT

 Email viewed by Sandra Moberly (smoberly@mono.ca.gov)

2024-06-13 - 10:06:15 PM GMT- IP address: 162.252.88.209

 Document e-signed by Sandra Moberly (smoberly@mono.ca.gov)

Signature Date: 2024-06-13 - 10:06:22 PM GMT - Time Source: server- IP address: 162.252.88.209

 Agreement completed.

2024-06-13 - 10:06:22 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Public Works - Engineering

TIME REQUIRED

SUBJECT Budget Adjustment for Public Works
Engineering Division for Traffic
Counters

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This is a budget adjustment to increase appropriations in the Engineering Division to purchase Stalker traffic counters with expiring Local Transportation Commission funds. The traffic counters are needed to study traffic calming and speed control efforts throughout Mono County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

The appropriation increase of \$15,000 in the Engineering budget to acquire equipment is funded with a one-time revenue from the Mono County Local Transportation Commission.

CONTACT NAME: Karyn Spears

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

SEND COPIES TO:

Karyn Spears

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
ATR Staff Report Engineering Stalker Purchase
ATR

History

Time

Who

Approval

6/6/2024 1:41 PM	County Counsel	Yes
6/10/2024 2:13 PM	Finance	Yes
6/11/2024 11:27 AM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: July 2, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Karyn Spears - Assistant Public Works Director
Re: ATR to make funds available in Engineering budget for LTC expenditures

Background:

The Local Transportation Committee (LTC) has funds that are used to implement work elements outlined in the annual LTC Overall Work Plan (OWP). Within the LTC OWP, there is a Regional Trails element (WE 900.6), and a data collection element (WE 900.2), in which Mono County stated that we would use LTC funds to purchase data collection equipment, specifically vehicle counters and associated accessories. A portion of the LTC funds is set to expire June 30, 2024, imposing a greater sense of urgency to utilize funds sooner than later. Thus, more funds are available to purchase a greater amount of data collection equipment, which will be well used and beneficial throughout the County. Request will need to be approved by Finance to add 15900 account into the 100-17-720 account to receive LTC funds.

Discussion:

The Engineering budget remaining for FY 23/24 currently does not have enough funds in the Minor Equipment account to cover the purchase of the Stalker data collection equipment. The ATR presented to the Board transfers anticipated LTC funds into the Minor Equipment account so that the purchase can be completed. The entire expenditure is reimbursable by LTC funds.

If you have any questions regarding this item, please contact Karyn Spears at 760-616-4651, or kspears@mono.ca.gov

Respectfully submitted,

Karyn Spears

Karyn Spears, Assistant Public Works Director



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Routing Sheet

Department of Public Works

Division: Public Works / Engineering Date: 06/05/2024

Initiator: Karyn Spears

Subject: ATR for Stalker Purchase/Road Fund Transfer

Description: Requesting ATR from LTC reimbursement in 100-17-720- 15900 to Minor Tools (from initiator) 100-17-720-33010 for purchasing of Stalker Traffic Counter. These are crucial to support the planning of road improvement, traffic calming and speed control efforts throughout Mono County.

Additional Director Comments: critical tool for road calming and speed planning use it or lose it funding

1. Initiator *Karyn Spears* Date Jun 5, 2024

2. Director *[Signature]* Date Jun 7, 2024

3. _____ Date _____ CAO Initials *SM*

**COUNTY OF MONO
APPROPRIATION TRANSFER REQUEST**

Department:	Public Works - Engineering	Fiscal Year:	23-24
Budget Unit:	100	Date:	6/5/2024
Prepared by:	Karyn Spears	Phone:	760-616-4651

Revenue adjustment

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-17-720-15900	Oth:Other Government Agencies	\$0	\$15,000.00	15,000.00
					\$0.00
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Expense adjustment

Action	Account Number	Account Name	Approved Budget	Adjustment	Adjusted Budget
+/-	XXX-XX-XXX-XXXXX		\$XX,XXX.XX	\$XX,XXX.XX	\$XX,XXX.XX
+	100-17-720-33010	Minor Equipment	\$0.00	\$15,000.00	\$15,000.00
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Total (If greater than \$0 explain on page 2) \$0.00

**COUNTY OF MONO
 APPROPRIATION TRANSFER REQUEST**

Explanation

Please address the following for the Budget adjustment requested: (Attach memo if necessary)

1 - Why was this not anticipated at time of Budget Development?

Stalker radar wasn't forecasted as needed at the time, however it has been determined as needed for support of planning of road improvement, used for studying traffic calming and speed control efforts throughout Mono County.

2 - Why are funds available for the budget adjustment? If total is not zero explain where funds are coming from and make a statement of current fund balance before adjustment.

Funds are available for this budget adjustment because in past years funds allocated to the Local Transportation Committee (LTC) have not been fully expended, leading to a surplus of LTC eligible purchases this FY. These excess funds must be spent by June 30, 2024.

3 - Is this a non-recurring event or should this be reflected in next years budget?

Non-recurring event

Budget Request detail

Board Approval not required

Board Approval required

Request for Contingency

1. Department Head - Signature

[Handwritten Signature]

2. Budget Officer - Signature

Megan Chapman

3. Finance Director - Signature

Janet Dutcher

4. CAO Office - Signature

Sandra Moberly



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Public Works - Solid Waste

TIME REQUIRED

SUBJECT Solid Waste Parcel Fee Program

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution extending and re-establishing the Mono County Solid Waste Fee Program for fiscal year 2024-25 and Fee Agreement with the Town of Mammoth Lakes regarding collection and remission of the fee within Town boundaries.

RECOMMENDED ACTION:

Adopt proposed resolution and authorize staff to finalize negotiations with the Town of Mammoth Lakes regarding the proposed Fee Agreement and return to the Board for approval of the final agreement at a subsequent meeting.

FISCAL IMPACT:

The solid waste parcel fee generates approximately \$800,000 in revenues to the County annually, used primarily to finance the closure-post closure liability.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 7607090427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Parcel Fee Resolution
<input type="checkbox"/> Parcel Fee Attachment A
<input type="checkbox"/> Town County Agreement

History

Time	Who	Approval
6/13/2024 4:23 PM	County Counsel	Yes
6/11/2024 2:05 PM	Finance	Yes
6/13/2024 7:51 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: June 18, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Subject: Solid Waste Parcel Fee Program, FY24-25; Solid Waste Fee Agreement with the Town of Mammoth Lakes

Background:

Consistent with applicable provisions of the Government Code, the Board of Supervisors must annually renew the Solid Waste Fee to continue the County's assessment of fees on developed land within the unincorporated areas of Mono County and, under agreement with the Town Council, on lands within the Town of Mammoth Lakes.

Discussion:

Adoption of the proposed resolution will provide for a status quo program with no increase to the existing \$60 base fee. Therefore, these are not considered new or increased fees, and as such, the program does not require additional consideration under Proposition 218.

Approval of the proposed resolution and agreement (attached to this report as Exhibits 1 and 2) will authorize the continuation of the Solid Waste Fee program in unincorporated Mono County, as well as within the Town of Mammoth Lakes, for the Period of July 1, 2024, through June 30, 2025. There are no proposed changes to the parcel fee schedule for FY 24-25.

The resolution authorizing the Solid Waste Fee Program (see Exhibit 1) will provide for a continuation of the same fee that has been collected by Mono County since 1991, which is based on a \$60 Residential Equivalency Factor (REF). The Solid Waste Fees (as collected on the tax bill) are utilized to satisfy environmental monitoring requirements and closure, post-closure, and corrective action financial assurance requirements for the County's landfills. Remaining fees are used by the Solid Waste Enterprise Fund to offset expenses related to the countywide solid waste program such as recycling programs, HHW management, and operation of the County's disposal sites.

If you have any questions regarding this item, please contact me at (760) 709-0427.

Respectfully submitted,

Paul Roten – Director of Public Works

Attachments: Exhibit 1 – Draft Resolution Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2024-2025
Attachment 1 - Schedule A
Exhibit 2 - Solid Waste Fee Agreement with the Town of Mammoth Lakes for the Period of July 1, 2024 through June 30, 2025.



R24-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
EXTENDING AND RE-ESTABLISHING THE MONO COUNTY
SOLID WASTE FEE PROGRAM FOR FISCAL YEAR 2024-2025**

WHEREAS, pursuant to Section 25830 of the Government Code, on or before the first day of July of each year, the Board of Supervisors may by resolution or ordinance establish a schedule of fees to be imposed upon lands within the County in order to pay for County waste disposal and related services; and

WHEREAS, in past years, Mono County has imposed and collected a schedule of fees consistent with the requirements of Section 25830 of the Government Code, against both unincorporated land in the County and, with the agreement and consent of the Town Council of the Town of Mammoth Lakes, against land in the Town of Mammoth Lakes; and

WHEREAS, the Board of Supervisors intends by this resolution to simply extend such existing fees and not to impose any new or increased fees that would be subject to Proposition 218;

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that:

SECTION ONE: The program and schedule of solid waste fees imposed by Resolution No. R23-047 is hereby re-established and extended, effective July 1, 2024, against land within the County of Mono, including land within the Town of Mammoth Lakes, pursuant to the SOLID WASTE FEE AGREEMENT WITH THE TOWN OF MAMMOTH LAKES, attached hereto as Exhibit A and incorporated herein by this reference.

SECTION TWO: Each parcel of land and each of the various waste-generating uses on each parcel in the County of Mono shall be identified.

SECTION THREE: The “residential equivalent” for determination of the fee on lands containing a single-family dwelling is hereby established as one (1.00). Each parcel or each waste-generating use on each parcel, or both (as identified herein) shall be accorded the appropriate “residential equivalent” on the basis of “Schedule A,” attached hereto and entitled “solid Waste Generation Factors for Selected Land Uses.” “Schedule A is incorporated herein by this reference as if fully set forth and is made a part of the program established by this Resolution.

SECTION FOUR: Annual fees shall be charged to the identified lands or uses based on Sixty and NO/100 Dollars (\$60.00) for each “residential equivalent.”

1
2 **SECTION FIVE:** The Mono County “Solid Waste Fee Program” shall be
3 administered and operated in accordance with the following policies:

4 A. General Provisions.

- 5 1) There shall be only one fee for each waste-generating use on a parcel of
6 property. For example, if the landowner is assessed for all uses on his
7 parcel, the individual waste generating persons or entities using that
8 parcel shall not be assessed.
9 2) Unless the Public Works Director determines that it is fair and
10 equitable to impose a fee on individual persons or entities generating
11 waste on a parcel, the landowner shall be charged the full amount due
12 as a result of such waste generation.

13 B. Residential Uses.

- 14 1) Each owner of a single-family residence shall pay a fee calculated at
15 the rate of “one residential unit” or sixty dollars (\$60.00) per year.
16 2) If it is established that the residence is used fewer than 90 days each
17 year, the owner shall be charged a fee at the rate of one-fourth (0.25) of
18 a “residential unit,” or fifteen dollars (\$15.00) per year. If it is
19 established that the residence is used six months or less, but more than
20 three months, the owner shall be charged a fee at the rate of one-half
21 (0.5) of a “residential unit,” or thirty dollars (\$30.00) per year.
22 3) Mobile homes and individual units in apartments and condominiums
23 shall be charged a fee in accordance with “Schedule A’ and Section
24 5.B.2 of this Resolution.
25 4) The minimum fee for residential use shall not be less than one-fourth
26 the yearly rate for a “residential unit,” or fifteen dollars (\$15.00) per
27 year.

28 C. Other Uses.

- 29 1) Motels, Hotels, Lodges, and Campgrounds shall be charged a fee in
30 accordance with a factor established by the “residential equivalent”
31 assigned in “Schedule A.” Occupancy rate and months open for
32 business may be taken into consideration.
2) Ranches and/or farms that dispose their waste on-site, in accordance
with Mono County Health Department approvals, shall not be charged
a fee.
3) Except as specified or clarified in Section 5.D, all other uses shall be
charged a fee on the basis of the “residential equivalent factor” as set
forth in this Resolution and “Schedule A.”

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3 D. Multiple or Complex Uses.

- 4 1) Except as “Schedule A” may specifically assign a “residential
5 equivalent factor” for the entire use (e.g., ski base lodge), where a
6 single business entity operates or leases more than one type of waste
7 generating business or use in a single building, the owner of the land or
8 business shall be charged a fee on the basis of the use which has the
9 highest “residential equivalent factor” and the assessment shall be the
10 total thereof.
11 2) Except as “Schedule A” may specifically assign a “residential
12 equivalent factor” for the entire use (e.g., shopping center), where
13 individual waste generating entities operate in more than one building
14 on one or more parcels, each waste generating use shall be assigned the
15 highest “residential equivalent factor” and the fee shall be the total
16 thereof.

17 E. There shall be no fee on unimproved parcels where waste is not generated.

18 F. There shall be no fee for Special Districts of the County that receive less than
19 six-tenths of one percent (0.6%) of the countywide property tax collection.

20 G. Billing and Collection.

- 21 1) The Public Works Director shall establish the appropriate fee. The
22 billings for fees shall be based on the ownership status and uses of each
23 parcel as of the first day of March preceding the fiscal year for which
24 the fee is charged.
25 2) The Mono County Treasurer-Tax Collector shall collect fee payments
26 through the property tax billing system or, for properties not otherwise
27 receiving a tax bill, the Public Works Department may bill for and
28 collect fee payments by invoice.

29 H. Appeals.

- 30 1) A property or business entity who or which has reason to believe that
31 there should be no fee, that the “residential equivalent factor” has been
32 improperly determined, or that the amount of the fee has been
incorrectly calculated, may request the appropriate changes by
notifying the Public Works Director in writing of the request no later
than 60 days following the date of billing.
2) The Public Works Director shall, within 20 days following receipt of
the written request, review the facts presented and certified to by the
property owner or business entity and grant or deny the request. If the
request is granted, the Public Works Director shall prepare an
appropriately modified billing, if necessary. Modified billings shall be
due and payable no later than 60 days following the billing date.

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3 3) A property owner or business entity whose request pursuant to Section
4 5.H.1 is denied by the Public Works Director shall have the right to
5 appeal that decision to the Board of Supervisors. The request for
6 hearing shall be submitted to the Clerk of the Board of Supervisors
7 within 30 days from the date of the denial notice from the Public Works
8 Director.
- 9 4) The Board of Supervisors shall fix a time, date, and place for the
10 hearing of any such appeal. The Board of Supervisors shall cause
11 notice of the hearing to be mailed to the applicant not less than 10 days
12 prior to the date set for hearing. At the hearing, the Board of
13 Supervisors or its selected member(s) shall hear the applicant and,
14 within five days, order such revision or correction to the fee as the
15 Board deems just, if any.

16 I. Delinquent Fees.

- 17 1) The Public Works Director shall prepare a list of solid waste fees for
18 each respective parcel which remain unpaid for a period of 60 or more
19 days after the date upon which they were billed. A certified copy of the
20 confirmed list shall be filed with the Mono County Auditor-Controller.
- 21 2) The delinquent solid waste fees set forth in the list shall constitute
22 special assessments against the respective parcels of land and, upon
23 recordation in the office of the County Recorder, are a lien on the
24 property in the amount of the delinquent fees as provided in
25 Government Code section 25831. The assessments may be collected at
26 the same time and in the same manner as ordinary county ad valorem
27 property taxes are collected and shall be subject to the same penalties
28 and the same procedure and sale in case of delinquency as provided for
29 those taxes. All laws applicable to the levy, collection, and
30 enforcement of county ad valorem property taxes shall be applicable to
31 the assessment, except as provided by subdivision (d) of Government
32 Code section 25831.

SECTION SIX: Severability. If any section, subsection, sentence, clause, or phrase of this Resolution is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Resolution. The Board of Supervisors hereby declares that it would have passed this Resolution and each section, subsection, sentence, clause, or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared unconstitutional.

PASSED, APPROVED and ADOPTED this _____ day of _____,
2024, by the following vote, to wit:

AYES:

NOES:

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ABSENT:

ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

SCHEDULE A
SOLID WASTE GENERATION FACTORS FOR
SELECTED LAND USES

MONO COUNTY SOLID WASTE FEE PROGRAM

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
1	Aircraft Repair	1.00
2	Airports	4.00
3	Apartment, per Unit	1.00
108	Arcade	4.00
99	Auto Body & Paint Shop	2.00
4	Auto Service, Major Repairs	4.00
5	Auto Service, Minor Repairs	2.00
6	Auto Service, No Repairs	1.00
7	Bakery	2.00
8	Bank	4.00
9	Barber Shop	1.00
10	Batch Plant	4.00
11	Beauty Shop	1.00
12	Beer Bar	2.00
13	Boardinghouse	4.00
14	Boat Dock	4.00
15	Boat Repair	1.00
16	Boat Sales	1.00
17	Bunkhouse	2.00
18	Cabin, Rented	0.50
19	Campground, per Space	0.25
20	Cannery	4.00
21	Car Wash	2.00
22	Catering	2.00
23	Cinema	3.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
24	Church, with Kitchen	1.00
25	Church, without Kitchen	0.50
26	Cleaners	2.00
98	Commercial Ice Manufacturing	1.00
27	Community Center	1.00
28	Condominium, per Unit	0.50
29	Cookhouse	2.00
106	Correction Facility	1.00
107	Daycare Center	4.00
30	Dormitory, per Bed	0.15
31	Duplex	2.00
32	Fast Food Drive-In, No Seats	2.00
33	Fourplex	4.00
34	Government Housing, per Unit	1.00
35	Grocery Store (< 2,000 sq. ft.)	5.00
36	Grocery Store (2,000 - 40,000 sq. ft.)	10.00
37	Grocery Store (> 40,000 sq. ft.)	50.00
38	Guest House	1.00
39	Hangar	0.50
40	Highway Rest Area	10.00
41	Hospital, per Bed	1.00
101	Hotel, per Unit	0.25
42	Laboratory	1.00
43	Laundromat	3.00
105	Library	4.00
44	Light Industry	2.00
45	Lodge	1.00
46	Lounge	3.00
47	Lumber Yard	4.00
48	Machine Shop	1.00
100	Marine Corps Mtn. Warfare Training Center	103.00
49	Mill	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
103	Mini-Mart	2.00
50	Mini-Storage, per Unit	0.10
51	Mobile Home on Residential Parcel	1.00
52	Mobile Home Park, Spaces Rented	1.00
53	Mobile Home (3 per Parcel)	3.00
54	Mobile Home (2 per Parcel)	2.00
55	Motel, with Kitchen, per Unit	0.50
56	Motel, without Kitchen, per Unit	0.25
102	Museum	4.00
57	Newspaper	4.00
58	Office (< 10 employees)	2.00
59	Office (10-19 employees)	4.00
60	Office (20-28 employees)	6.00
61	Office (> 29 employees)	8.00
62	Pack Station	2.00
63	Park	6.00
64	Post Office	4.00
65	Recreational Facility (0 - 2,000 sq. ft.)	2.00
66	Recreational Facility (> 2,000 sq. ft.)	4.00
67	Repair, Tire	4.00
68	Repair, Truck	4.00
69	Residence	1.00
70	Residence (3 per Parcel)	3.00
71	Residence (2 per Parcel)	2.00
72	Restaurant (0 - 20 seats)	2.00
73	Restaurant (21 - 40 seats)	4.00
74	Restaurant (41 - 80 seats)	8.00
75	Restaurant (> 80 seats)	16.00
76	Retail, Auto Parts	2.00
77	Retail, Drug	2.00
78	Retail, Drug and Variety	4.00

ITEM	LAND USE	RESIDENTIAL EQUIVALENT FACTOR
79	Retail, Gifts	2.00
80	Retail, Hardware	4.00
81	Retail, Liquor	4.00
82	Retail, Other (0 - 2,000 sq. ft.)	2.00
83	Retail, Other (> 2,000 sq. ft.)	4.00
84	Retail, Sporting Goods	4.00
85	RV Park, per Space	0.25
86	Schools, with Food Service, per Student	0.20
87	Shopping Center (0 - 10,000 sq. ft.)	4.00
88	Shopping Center (10,001 - 20,000 sq. ft.)	8.00
89	Shopping Center (20,001 - 40,000 sq. ft.)	16.00
90	Shopping Center (40,001 - 80,000 sq. ft.)	32.00
91	Shopping Center (> 80,000 sq. ft.)	50.00
92	Ski - Base Lodge (0 - 4,000 sq. ft.)	4.00
93	Ski - Base Lodge (> 4,000 sq. ft.)	40.00
94	Studio, Photography	2.00
95	Triplex	3.00
104	USFS Building	4.00
96	Veterinary Hospital	2.00
97	Warehouse	2.00

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EXHIBIT A

1 agreement, based on the parties' mutual understanding that the County will by resolution or
2 ordinance simply re-establish and extend the existing fees for the period of July 1, 2024, through
3 June 30, 2025. Extension and re-establishment of the fees during the term of this agreement may
4 include reductions to certain fees but will not impose new or increased fees that would be subject to
5 Proposition 218.

6 **CONTRACT PROVISIONS**

7 **NOW THEREFORE, BE IT RESOLVED**, based upon the foregoing recitals, the parties to this
8 Agreement hereto agree to the following:

- 9 1. The County agrees to continue to provide a class III construction and demolition waste disposal
10 site at Pumice Valley Landfill (the "disposal site") for the use by residents and businesses of the
11 Town and by those persons or entities franchised by the Town to provide disposal services to
12 Town residents and businesses pursuant to Public Resources Code, Section 49300.
- 13 2. The County agrees that the disposal site shall meet all Federal, State, and local requirements,
14 rules, and regulations, and that the County shall comply with the requirements of the California
15 Government Code Section 25830.
- 16 3. The County agrees to continue to plan for and to commence implementation of closure of the
17 Benton Crossing Landfill. This includes, but is not limited to, development of approved closure
18 and post-closure plans, conducting all required environmental analysis and review,
19 implementing and maintaining a long-term monitoring program at Benton Crossing Landfill and
20 any other activity required by law or regulation to properly close the Landfill and provide for its
21 long-term monitoring.
- 22 4. The Town consents to the County's re-establishment and extension, by resolution or ordinance,
23 upon its residents and businesses a fee consistent with the schedule of fees adopted by the
24 County in previous years, which may include a reduction of certain fees, pursuant to California
25 Government Code, Section 25830 and in accordance with Public Resources Code, Section
26 49300.
- 27 5. The County agrees to assume primary responsibility for the collection of fees from Town
28 residents and businesses through annual fees to be charged to identified lands within the
incorporated limits of the Town, consistent with previous years.

- 1 6. The County shall place fee revenue within a designated 'Special Revenue Account' and shall
2 disburse funds for purposes of Landfill Closure Funding, Landfill Post-closure Maintenance
3 expenses, Known and Foreseeable Release Scenarios, and other environmental mandates
4 associated with landfill activities.
- 5 8. The Town agrees to use its best efforts to cooperate with the County regarding the collection of
6 the above-referenced fees from its residents and businesses.
- 7 9. Both the Town and the County agree that the County shall be responsible for the closure of its
8 Benton Crossing Landfill and the provision of the disposal site for construction of demolition
9 waste throughout the term of this Agreement, including, but not limited to: environmental
10 monitoring costs, closure and post-closure funding, setting fees, resident appeals of fees, and all
11 site operations.
- 12 10. The County and the Town agree that financing waste collection, processing, and disposal
13 services to meet state mandates related to recycling and diversion of materials from landfills,
14 provide for household hazardous waste collection, and support related services provided to
15 Town and County residents by the Town of Mammoth Lakes assists the County in meeting solid
16 waste services requirements. To support these services provided by the Town, the County
17 agrees to remit fifty percent (50%) of the fees collected in the Town of Mammoth Lakes to the
18 Town. The remittance of the fees will be made based on the actual amounts collected by the
19 County for Fiscal Year 24-25 and remitted to the Town within sixty (60) days of the close of the
20 fiscal year.
- 21 11. Except as otherwise provided below, the County agrees to release, defend, hold harmless, and
22 indemnify the Town, its officers, agents, and employees from and against all suits and cause of
23 action, claims, laws, demands, expenses (including reasonable attorneys fees), damages, or
24 liability of any nature whatsoever arising by reason of, or incident to, the adoption and
25 implementation of the solid waste disposal program as defined and outlined in this Agreement,
26 including, but not limited to, any and all claims with respect to Proposition 13 and Proposition
27 62. Notwithstanding the foregoing, the County shall have no obligation to release, defend, hold
28 harmless, and indemnify the Town, its officers, agents, and employees from and against any
suits and cause of action, claims, laws, demands, expenses (including reasonable attorneys fees)
damages or liability of any nature whatsoever arising by reason of, or incident to, any

1 noncompliance of the solid waste program and its fees with Proposition 218, which was enacted
2 by the voters in November of 1996.

3 12. Both parties agree and understand that the County intends to annually re-establish and extend
4 the fee schedule previously imposed by Resolution No. R23-047, prior to July 1 of each year,
5 without any increases, and intends to seek agreement from the Town for the re-establishment
6 and extension of the fees within the Town limits, consistent with the requirements of
7 Government Code Section 25830.

8 13. Both parties agree that fees may be established, billed, and collected on a monthly or annual
9 basis, and may be billed and collected by the County Tax Collector as part of the regular County
10 property tax billing system.

11 14. Both parties agree that this Agreement shall become effective upon execution by both the Town
12 and the County.

13 15. The term of this Agreement shall be from July 1, 2024, through June 30, 2025.

14 16. In the event of a legal challenge to the fees, the Mono County Board of Supervisors agrees to
15 use all legal means available to increase gate fees to reimburse the Town of Mammoth Lakes
16 and/or the County for its legal and reimbursement fees, with the caveat that should the County
17 decide to mount a legal defense in response to a challenge of such fees, that the Town will
18 become a partner in that defense and will be able to influence and terminate its involvement in
19 the defense. Mammoth Lakes agrees to use all legal means available to require its franchisee to
20 continue to use the County's disposal site until such additional gate fees needed to cover the
21 added financial obligation to the Town and/or County are satisfied, not to exceed five years
22 from the date of the challenge(s), or some other mutually agreeable number of years.

23 17. The County agrees to provide the Town with any and all documents, reports, or other materials
24 relative to the calculation of fees and the administration of the program contemplated herein as
25 the Town may reasonably request.

26 18. The County and its officers, agents, and employees are independent contractors for the purposes
27 of this Agreement. As such they shall have the rights and duties of independent contractors in
28 providing services under this Agreement.

1 19. In the event of a dispute over the meaning of this Agreement or its performance, the aggrieved
2 party shall notify County Counsel and the Town Attorney who shall thereupon make reasonable
3 efforts to resolve the dispute. In the event that County Counsel and the Town Attorney do not
4 resolve the dispute within 30 days after the notice specified, the parties shall each appoint two
5 members of their governing bodies who shall attempt to resolve the dispute. Neither party shall
6 file a legal action to enforce its Agreement prior to 60 days from the date the specified notice is
7 mailed.

8 **EXECUTION**

9 This Agreement shall be deemed executed as of the date that it is approved by both the Mono
10 County Board of Supervisors and the Mammoth Lakes Town Council.

11 COUNTY OF MONO:

APPROVED AS TO FORM:

12
13 _____
14 Board Chair

_____ County Counsel

15
16 TOWN OF MAMMOTH LAKES:

APPROVED AS TO FORM:

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18 _____
19 Mayor

_____ Town Attorney



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Public Works

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Special Event Road Closure
Authorization to Close Substation
Road on June 24, 2024

AGENDA DESCRIPTION:

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

The County routinely hosts special events each summer and sometimes the events require road closures. This resolution would grant the Public Works Director the authority to close affected County roads as necessary for the United States Police and Fire Games Event, occurring on June 24, 2024. Road closures would occur after event applications are evaluated and approved by other departments in accordance with their policies. This closure will take place on June 24, 2024, on Substation Road, between the hours of 11:30 am and 1:30 pm.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

Approximately \$1,000 per event included in the adopted budget. These costs result from the assistance provided by the respective road districts for personnel, equipment, and supplies relating to signage and blockades to effectuate the closures.

CONTACT NAME: Karyn Spears

PHONE/EMAIL: 7606164651 / kspears@mono.ca.gov

SEND COPIES TO:

kspears@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
6/13/2024 9:04 AM	County Counsel	Yes
6/13/2024 7:53 AM	Finance	Yes
6/13/2024 7:43 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: 6/18/2024
To: Honorable Chair and Members of the Board of Supervisors
From: Karyn Spears/Assistant Public Works Director
Re: United States Police and Fire Games Event Road Closure authorization

Background:

The County routinely hosts special events each summer and sometimes the events require road closures. This resolution would grant the Public Works Director the authority to close affected County roads as necessary for the United States Police and Fire Games Event, occurring on June 24, 2024.

Road closures would occur after event applications are evaluated and approved by other departments in accordance with their policies.

This closure will take place on June 24, 2024, on Substation Road, between the hours of 11:30 am and 1:30 pm.

Please contact me at 760 616 4651 or by email at kspears@mono.ca.gov if you have any questions regarding this matter.

Respectfully submitted,

Karyn Spears

Karyn Spears
Assistant Public Works Director



R23-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING TEMPORARY CLOSURE OF COUNTY
ROADS FOR UNITED STATES POLICE AND FIRE GAMES ON JUNE 24TH, 2024**

WHEREAS, many communities throughout the County host special events that require the closure of certain County roads; and

WHEREAS, said events provide substantial benefits to the residents of Mono County; and

WHEREAS, section 982 of the California Streets and Highways Code authorizes the Board of Supervisors to temporarily close County roads and grant the use thereof to the managers of said special events;

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

The following County maintained roads may be closed during the times listed below and as necessary for the following special events, and the use thereof granted to the respective event organizer listed:

1. United States Police and Fire Games
From 11:30am to 1:30pm on June 24th 2024:
Close Substation Road

BE IT FURTHER RESOLVED that the Mono County Board of Supervisors authorizes the of Public Works Director to utilize County equipment and personnel to work with the appropriate Chambers of Commerce and other officials to effectuate said intermittent road closures.

BE IT FURTHER RESOLVED that in the case of emergency requiring detour to allow residents to access their properties, or for other reasons, the County Department of Public Works shall have the authority to modify the closures as necessary for the protection of public health and safety.

PASSED, APPROVED and ADOPTED this _____ day of _____, 2024, by the following vote, to wit:

AYES:

NOES:

ABSENT:

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ABSTAIN:

John Peters, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Emergency Management

TIME REQUIRED

SUBJECT Request to Pursue Grant Funding for
Disaster Related Plans

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Apply for grant funding to hire a consultant to revise the Mono County Emergency Operations Plan and create a Continuity of Operations Plan and an All-Hazards Recovery Plan.

RECOMMENDED ACTION:

Authorize the Office of Emergency Management to apply for the Fiscal Year 2024 Regional Catastrophic Preparedness Grant Program.

FISCAL IMPACT:

The anticipated grant award is \$250,000, with no matching component.

CONTACT NAME: Chris Mokracek

PHONE/EMAIL: 7609244633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
6/11/2024 11:33 AM	County Counsel	Yes
6/11/2024 2:11 PM	Finance	Yes
6/13/2024 7:38 PM	County Administrative Office	Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



DATE: June 18, 2024
TO: Honorable Board of Supervisors
FROM: Chris Mokracek, OEM Director
SUBJECT: Request to Pursue Grant Funding for Disaster Related Plans

Background

The Mono County Office of Emergency Management has the opportunity to apply for the **Fiscal Year 2024 Regional Catastrophic Preparedness Grant Program** administered by the Department of Homeland Security – FEMA.

The FY 2024 Regional Catastrophic Preparedness Grant Program (RCPGP) is intended to build state and local capacity to manage catastrophic incidents by improving and expanding regional collaboration among emergency managers and other preparedness stakeholders. The primary objective of the RCPGP is to involve regional stakeholders in the development of plans to address those core capabilities that present persistent preparedness challenges, with specific focus on community-level resilience, and an emphasis on addressing the needs of disadvantaged communities and long-term vulnerability reduction within those communities. RCPGP represents one part of a comprehensive set of actions authorized by Congress and implemented by DHS to build preparedness capabilities. [The National Preparedness Goal \(the Goal\)](#) defines what it means to be prepared for a wide range of threats and hazards, including catastrophic incidents.

If awarded, these grant funds will be used to update and create the following plans:

- **Emergency Operations Plan (EOP)** - The emergency operations plan (EOP) details what the County will DO during a disaster (incident command implementation, command center location and activities, specific plans by department, etc.).
- **Continuity of Operations Plan (COOP)** - A plan to ensure that Primary Mission Essential Functions (PMEFs) continue to be performed during a wide range of emergencies, including localized acts of nature, accidents and technological or attack-related emergencies.
- **All-Hazards Recovery Plan (AHRP)** – This plan provides a framework for establishing a “new normal” following a disaster and leveraging community resources to recover to this standard.

Discussion

The current Emergency Operations Plan (EOP) was last revised in 2012, since then emergency management on the Federal, State, and County level has undergone significant changes. While providing a general framework for the 2023 Winter Storms, it lacked many components needed during the response. There have also been many legislative changes as to the content of EOP's that must be integrated into an updated plan.

The COOP and AHRP would be new, and highly valuable plans moving forward.

Currently, the Office of Emergency Management lacks the time and capacity to develop these plans internally. If awarded, this grant funding would allow for a consultant to be acquired through the RFP process to develop these plans over a 36-month performance period.

Fiscal Impact

This is a no match grant. We will be asking for \$250,000.00 in grant funding for consultant fees.

- EOP - \$100,000
- COOP - \$100,000
- AHRP - \$50,000

Fees based on current industry rates.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Emergency Management

TIME REQUIRED

SUBJECT Wood Innovations Grant Biomass
Consultant Contract

**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 TSS Consulting pertaining to the pre-development work necessary for the construction and operation of a 3-megawatt biomass power plant in the Mammoth Lakes area.

RECOMMENDED ACTION:

Authorize the Board Chair to sign a contract with TSS Consulting for the pre-development work for a Bio-Mass facility in Mono County.

FISCAL IMPACT:

Cost of the contract is \$299,889, which is paid for with USFS Grant Funding.

CONTACT NAME: Chris Mokracek, Mono County Emergency Management Director

PHONE/EMAIL: 7609244633 / cmokracek@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
TSS Contract
Exhibit 6 - Federally Funded Agreements
TSS Proposal

History

Time

Who

Approval

6/14/2024 12:59 PM	County Counsel	Yes
6/14/2024 3:16 PM	Finance	Yes
6/14/2024 3:16 PM	County Administrative Office	Yes



MONO COUNTY
OFFICE OF EMERGENCY MANAGEMENT



DATE: June 18, 2014

TO: Honorable Board of Supervisors

FROM: Chris Mokracek, Director of Emergency Management

SUBJECT: Approving Entering into a Contract with TSS Consulting for the Pre-Development Work Necessary for the Construction and Operation of a 3-Megawatt Biomass Power Plant in the Mammoth Lakes Area

Request

Authorize the Board Chair to sign a contract with TSS Consulting for the pre-development work for a Bio-Mass facility in Mono County.

Discussion

Mono County has been awarded a grant from the U.S. Forest Service Wood Innovation Grant Program for the funding to support the completion of integral pre-development work necessary to attract a developer and expedite construction and operation of a bioenergy facility that will utilize current excess biomass produced on the Inyo National Forest (INF) in the Eastern Sierra. There is no other appropriately scaled, economically viable nor environmentally reasonable solution sufficient to keep pace with ecological forest restoration needs underway on the INF.

The goals of this project are to:

- Provide an end use for byproducts of forest restoration work reducing hazardous fuels and restoring resilience on the INF;
- Reduce forest management costs; and,
- Promote the environmental and economic health of Eastern Sierra communities.

The proposed project is a principal objective for the Eastern Sierra Climate and Communities Resilience Project (ESCCRP). The ESCCRP is conducting and will continue to conduct extensive forest thinning operations around the Town of Mammoth Lakes for the next 15+ years. A bioenergy facility as recommended in a Whitebark Institute sponsored feasibility study¹ is an environmentally and effective means of disposing of the huge volume of woody debris to be generated and is critical to the viability of the ESCCRP. The opportunity to have a bioenergy facility in the region is further enhanced by the fact that it would be eligible for the California Bioenergy Market Adjusting Tariff (BioMAT), which can give bioenergy facilities using forest sourced biomass a premium price for electricity that greatly enhances the financial and economic viability of such a project.

TSS General and Specific Qualifications

TSS Consultants (TSS) is highly qualified to conduct the pre-development work activities for this grant funded project due in part to the following:

- TSS has conducted similar work for numerous bioenergy projects in California and the Western United States including:
 - Site evaluation for bioenergy facilities;
 - Feedstock assessment and procurement;
 - Environmental and land use planning and permitting for bioenergy facilities, including CEQA and NEPA needs;
 - Preliminary project design;
 - Acquisition of Bioenergy Market Adjusting Tariff (BioMAT) Power Purchase Agreement;
 - Electric and natural gas utility interconnection;
 - Community and agency outreach and interface;
- TSS has a unique perspective on the bioenergy potential of the Mammoth Lakes Region due to several years of work in the region, this includes work memorialized in the following reports:
 - “Comprehensive Feasibility Study for a Heat and/or Power Biomass Facility and Expanded Forest Products Utilization in Mono County, CA”, February 2014;
 - “Biomass Feedstock Supply Availability and Cost Analysis for the Mammoth Lakes Region”, September 2021;
 - “Biomass Utilization Solutions for Forest Fuels Reduction Activities for the Eastern Sierra”, September 2022;
 - “Bioenergy Solutions for Forest Fuels Reduction Activities for the Eastern Sierra”, September 2022. This report and work served as the basis for the U.S. Forest Service Wood Innovation Grant application;
 - TSS also conducted technology assistance to the Mono County Department of Public Works for their successful Bridgeport Biomass Thermal Project at the County’s Corporation Center in Bridgeport in 2015.
- During the recent work conducted by TSS for the above Mono County/Mammoth Lakes area reports, TSS has established, or further developed, relationships with Ormat Geothermal (who has volunteered to be the site host) and the five recommended bioenergy facility developers which are detailed in the above reports. TSS is also familiar and has worked with several of the public and private sector stakeholders who will be involved in this project.

Fiscal Impact

\$299,889 in USFS Grant Funding.

**AGREEMENT BETWEEN COUNTY OF MONO
AND TSS CONSULTANTS
FOR THE PROVISION OF PRE-DEVELOPMENT WORK FOR THREE-MEGAWATT BIOMASS
FACILITY SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of TSS CONSULTANTS of SACRAMENTO, CA (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from JULY 1, 2024, to SEPTEMBER 30, 2026, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$299,889, not to exceed \$N/A in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

9. STATUS OF CONTRACTOR

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

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

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:
PAUL ROTEN
MONO COUNTY PUBLIC WORKS DIRECTOR
74 N. SCHOOL STREET, ANNEX 1
PO BOX 457
BRIDGEPORT, CA 93517

Contractor:
TSS CONSULTANTS
TAD MASON
5430 CARLSON DRIVE, SUITE 100
SACRAMENTO, CA 95819-1720
[Click here to enter text.](#)

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO:

CONTRACTOR:

By: _____

By: _____

Name: SANDRA MOBERLY

Name: TAD MASON

Title: CAO

Title: CEO

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND TSS CONSULTANTS
FOR THE PROVISION OF PRE-DEVELOPMENT WORK FOR THREE-MEGAWATT
BIOMASS FACILITY SERVICES**

TERM:

FROM: JULY 1, 2024 TO: SEPTEMBER 30, 2026

SCOPE OF WORK:

THE SCOPE OF WORK IS AS DEFINED IN THE 'PROPOSAL AND SCOPE OF WORK MONO COUNTY BIOENERGY PROJECT – TSS CONSULTANTS' ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND TSS CONSULTANTS FOR
THE PROVISION OF PRE-DEVELOPMENT WORK FOR THREE-MEGAWATT BIOMASS
FACILITY SERVICES**

TERM:

FROM: JULY 1, 2024 TO: SEPTEMBER 30, 2026

SCHEDULE OF FEES:

THE FEE SCHEDULE IS AS SET FORTH IN THE 'PROPOSAL AND SCOPE OF WORK MONO COUNTY BIOENERGY PROJECT – TSS CONSULTANTS' ATTACHED HERETO AND INCORPORATED HEREIN AS EXHIBIT A.

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

EXHIBIT 6

**AGREEMENT BETWEEN THE COUNTY OF MONO AND
TSS CONSULTANTS FOR THE PROVISION OF
PRE-DEVELOPMENT WORK FOR THREE-MEGAWATT BIOMASS FACILITY SERVICES
FEDERAL AID CONTRACTS**

(For Local Assistance Construction Projects; LAPM Exhibit 12-G)

The following language must be incorporated into all Local Assistance Federal-aid construction contracts. The following language, with minor edits, was taken from the 2010 Caltrans Standard Specifications, Revised Standard Specifications issued by Caltrans Office Engineer, and the Code of Federal Regulations.

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1. **DISADVANTAGED BUSINESS ENTERPRISES (DBE)**

Under 49 CFR 26.13(b):

The contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate.

Take necessary and reasonable steps to ensure that DBEs have opportunity to participate in the contract (49 CFR 26).

To ensure equal participation of DBEs provided in 49 CFR 26.5, the Agency shows a goal for DBEs.

Make work available to DBEs and select work parts consistent with available DBE subcontractors and suppliers.

Meet the DBE goal shown elsewhere in these special provisions or demonstrate that you made adequate good faith efforts to meet this goal.

It is your responsibility to verify that the DBE firm is certified as DBE at date of bid opening. For a list of DBEs certified by the California Unified Certification Program, go to:

http://www.dot.ca.gov/hq/bep/find_certified.htm.

All DBE participation will count toward the California Department of Transportation's federally mandated statewide overall DBE goal.

Credit for materials or supplies you purchase from DBEs counts towards the goal in the following manner:

- 100 percent counts if the materials or supplies are obtained from a DBE manufacturer.
- 60 percent counts if the materials or supplies are obtained from a DBE regular dealer.
- Only fees, commissions, and charges for assistance in the procurement and delivery of materials or supplies count if obtained from a DBE that is neither a manufacturer nor regular dealer. 49 CFR 26.55 defines "manufacturer" and "regular dealer."

You receive credit towards the goal if you employ a DBE trucking company that performs a commercially useful function as defined in 49 CFR 26.55(d)(1) through (4) and (6).

a. DBE Commitment Submittal

Submit the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid book. If the form is not submitted with the bid, remove the form from the Bid book before submitting your bid.

If the DBE Commitment form is not submitted with the bid, the apparent low bidder, the 2nd low bidder, and the 3rd low bidder must complete and submit the DBE Commitment form to the Agency. DBE Commitment form must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

Other bidders do not need to submit the DBE Commitment form unless the Agency requests it. If the Agency requests you to submit a DBE Commitment form, submit the completed form within 4 business days of the request.

Submit written confirmation from each DBE stating that it is participating in the contract. Include confirmation with the DBE Commitment form. A copy of a DBE's quote will serve as written confirmation that the DBE is participating in the contract.

If you do not submit the DBE Commitment form within the specified time, the Agency will find your bid nonresponsive.

b. Good Faith Efforts Submittal

If you have not met the DBE goal, complete and submit the DBE Information - Good Faith Efforts, Exhibit 15-H, form with the bid showing that you made adequate good faith efforts to meet the goal. Only good faith efforts directed towards obtaining participation by DBEs will be considered. If good faith efforts documentation is not submitted with the bid, it must be received by the Agency no later than 4:00 p.m. on the 4th business day after bid opening.

If your DBE Commitment form shows that you have met the DBE goal or if you are required to submit the DBE Commitment form, you must also submit good faith efforts documentation within the specified time to protect your eligibility for award of the contract in the event the Agency finds that the DBE goal has not been met.

Good faith efforts documentation must include the following information and supporting documents, as necessary:

1. Items of work you have made available to DBE firms. Identify those items of work you might otherwise perform with your own forces and those items that have been broken down into economically feasible units to facilitate DBE participation. For each item listed, show the dollar value and percentage of the total contract. It is your responsibility to demonstrate that sufficient work to meet the goal was made available to DBE firms.
2. Names of certified DBEs and dates on which they were solicited to bid on the project. Include the items of work offered. Describe the methods used for following up initial solicitations to determine with certainty if the DBEs were interested, and the dates of the follow-up. Attach supporting documents such as copies of letters, memos, facsimiles sent, telephone logs, telephone billing statements, and other evidence of solicitation. You are reminded to solicit certified DBEs through all reasonable and available means and provide sufficient time to allow DBEs to respond.
3. Name of selected firm and its status as a DBE for each item of work made available. Include name, address, and telephone number of each DBE that provided a quote and their price quote. If the firm selected for the item is not a DBE, provide the reasons for the selection.
4. Name and date of each publication in which you requested DBE participation for the project. Attach copies of the published advertisements.
5. Names of agencies and dates on which they were contacted to provide assistance in contacting, recruiting, and using DBE firms. If the agencies were contacted in writing, provide copies of supporting documents.
6. List of efforts made to provide interested DBEs with adequate information about the plans, specifications, and requirements of the contract to assist them in responding to a solicitation. If you have provided information, identify the name of the DBE assisted, the nature of the information provided, and date of contact. Provide copies of supporting documents, as appropriate.
7. List of efforts made to assist interested DBEs in obtaining bonding, lines of credit, insurance, necessary equipment, supplies, and materials, excluding supplies and equipment that the DBE subcontractor purchases or leases from the prime contractor or its affiliate. If such assistance is provided by you, identify the name of the DBE assisted, nature of the assistance offered, and date assistance was provided. Provide copies of supporting documents, as appropriate.
8. Any additional data to support demonstration of good faith efforts.

The Agency may consider DBE commitments of the 2nd and 3rd bidders when determining whether the low bidder made good faith efforts to meet the DBE goal.

c. Exhibit 15-G - Local Agency Bidder DBE Information (Construction Contracts)

Complete and sign Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* included in the contract documents regardless of whether DBE participation is reported.

Provide written confirmation from each DBE that the DBE is participating in the Contract. A copy of a DBE's quote serves as written confirmation. If a DBE is participating as a joint venture partner, the Agency encourages you to submit a copy of the joint venture agreement.)

d. Subcontractor and Disadvantaged Business Enterprise Records

Use each DBE subcontractor as listed on Exhibit 12-B *Bidder's List of Subcontractors (DBE and Non-DBE)* and Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless you receive authorization for a substitution.

The Agency requests the Contractor to:

1. Notify the Engineer of any changes to its anticipated DBE participation
2. Provide this notification before starting the affected work
3. Maintain records including:
 - Name and business address of each 1st-tier subcontractor
 - Name and business address of each DBE subcontractor, DBE vendor, and DBE trucking company, regardless of tier
 - Date of payment and total amount paid to each business

If you are a DBE contractor, include the date of work performed by your own forces and the corresponding value of the work.

Before the 15th of each month, submit a Monthly DBE Trucking Verification form.

If a DBE is decertified before completing its work, the DBE must notify you in writing of the decertification date. If a business becomes a certified DBE before completing its work, the business must notify you in writing of the certification date. Submit the notifications. On work completion, complete a Disadvantaged Business Enterprises (DBE) Certification Status Change, Exhibit 17-O, form. Submit the form within 30 days of contract acceptance.

Upon work completion, complete Exhibit 17-F *Final Report – Utilization of Disadvantaged Business Enterprises (DBE), First-Tier Subcontractors*. Submit it within 90 days of contract acceptance. The Agency will withhold \$10,000 until the form is submitted. The Agency releases the withhold upon submission of the completed form.

e. Performance of Disadvantaged Business Enterprises

DBEs must perform work or supply materials as listed in the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form, included in the Bid.

Do not terminate or substitute a listed DBE for convenience and perform the work with your own forces or obtain materials from other sources without authorization from the Agency.

The Agency authorizes a request to use other forces or sources of materials if it shows any of the following justifications:

1. Listed DBE fails or refuses to execute a written contract based on plans and specifications for the project.
2. You stipulated that a bond is a condition of executing the subcontract and the listed DBE fails to meet your bond requirements.
3. Work requires a contractor's license and listed DBE does not have a valid license under Contractors License Law.
4. Listed DBE fails or refuses to perform the work or furnish the listed materials.
5. Listed DBE's work is unsatisfactory and not in compliance with the contract.
6. Listed DBE is ineligible to work on the project because of suspension or debarment.
7. Listed DBE becomes bankrupt or insolvent.

8. Listed DBE voluntarily withdraws with written notice from the Contract
9. Listed DBE is ineligible to receive credit for the type of work required.
10. Listed DBE owner dies or becomes disabled resulting in the inability to perform the work on the Contract.
11. Agency determines other documented good cause.

Notify the original DBE of your intent to use other forces or material sources and provide the reasons. Provide the DBE with 5 days to respond to your notice and advise you and the Agency of the reasons why the use of other forces or sources of materials should not occur. Your request to use other forces or material sources must include:

1. One or more of the reasons listed in the preceding paragraph
2. Notices from you to the DBE regarding the request
3. Notices from the DBEs to you regarding the request

If a listed DBE is terminated or substituted, you must make good faith efforts to find another DBE to substitute for the original DBE. The substitute DBE must perform at least the same amount of work as the original DBE under the contract to the extent needed to meet the DBE goal.

The substitute DBE must be certified as a DBE at the time of request for substitution.

Unless the Agency authorizes (1) a request to use other forces or sources of materials or (2) a good faith effort for a substitution of a terminated DBE, the Agency does not pay for work listed on the Exhibit 15-G *Local Agency Bidder DBE Commitment (Construction Contracts)* form unless it is performed or supplied by the listed DBE or an authorized substitute.

2. BID OPENING

The Agency publicly opens and reads bids at the time and place shown on the *Notice to Bidders*.

3. BID RIGGING

The U.S. Department of Transportation (DOT) provides a toll-free hotline to report bid rigging activities. Use the hotline to report bid rigging, bidder collusion, and other fraudulent activities. The hotline number is (800) 424-9071. The service is available 24 hours 7 days a week and is confidential and anonymous.. The hotline is part of the DOT's effort to identify and investigate highway construction contract fraud and abuse and is operated under the direction of the DOT Inspector General.

4. CONTRACT AWARD

If the Agency awards the contract, the award is made to the lowest responsible bidder.

5. CONTRACTOR LICENSE

The Contractor must be properly licensed as a contractor from contract award through Contract acceptance (Public Contract Code § 10164).

6. DIFFERING SITE CONDITIONS

a. Contractor's Notification

Promptly notify the Agency's Engineer if you find either of the following conditions:

1. Physical conditions differing materially from either of the following:
 - Contract documents
 - Job site examination
2. Physical conditions of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in the work provided for in the Contract

Include details explaining the information you relied on and the material differences you discovered.

If you fail to promptly notify the Engineer, you waive the differing site condition claim for the period between your discovery of the differing site condition and your notification to the Engineer.

If you disturb the site after discovery and before the Engineer's investigation, you waive the differing site condition claim.

b. Engineer's Investigation and Decision

Upon your notification, the Engineer investigates job site conditions and:

1. Notifies you whether to resume affected work
2. Decides whether the condition differs materially and is cause for an adjustment of time, payment, or both

7. BEGINNING OF WORK, TIME OF COMPLETION AND LIQUIDATED DAMAGES

The Contractor shall begin work within 15 calendar days after the contract has been approved by the attorney appointed and authorized to represent the City/County of Mono.

This work shall be diligently prosecuted to completion before the expiration of N/A WORKING DAYS beginning on the fifteenth calendar day after approval of the contract.

The Contractor shall pay to the City/County of Mono the sum of \$ N/A per day, for each and every calendar day's delay in finishing the work in excess of the number of working days prescribed above.

8. BUY AMERICA

Furnish steel and iron materials to be incorporated into the work with certificates of compliance. Steel and iron materials must be produced in the U.S. except:

1. Foreign pig iron and processed, pelletized, and reduced iron ore may be used in the domestic production of the steel and iron materials [60 Fed Reg 15478 (03/24/1995)];
2. If the total combined cost of the materials does not exceed the greater of 0.1 percent of the total bid or \$2,500, materials produced outside the U.S. may be used.

Production includes:

1. Processing steel and iron materials, including smelting or other processes that alter the physical form or shape (such as rolling, extruding, machining, bending, grinding, and drilling) or chemical composition;
2. Coating application, including epoxy coating, galvanizing, and painting, that protects or enhances the value of steel and iron materials.

9. QUALITY ASSURANCE

The Agency uses a Quality Assurance Program (QAP) to ensure a material is produced to comply with the Contract.

You may examine the records and reports of tests the Agency performs if they are available at the job site.

Schedule work to allow time for QAP.

10. PROMPT PAYMENT OF FUNDS WITHHELD TO SUBCONTRACTORS

(The local agency must include one of the following three provisions to ensure prompt and full payment of any retainage from the prime contractor, or subcontractor, to a subcontractor. Remove or strike out the methods not used.)

(EITHER)

No retainage will be withheld by the agency from progress payments due the prime contractor. Retainage by the prime contractor or subcontractors is prohibited and no retainage will be held by the prime contractor from progress due subcontractors. Any violation of this provision shall subject the violating prime contractor or

subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the California Business and Professions Code. This requirement shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor or deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

No retainage will be held by the agency from progress payments due the prime contractor. Any retainage held by the prime contractors or subcontractors from progress payments due subcontractors shall be promptly paid in full to subcontractors within 30 days after the subcontractor's work is satisfactorily completed. Federal law (49CFR26.29) requires that any delay or postponement of payment over the 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime Contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

(OR)

The agency shall hold retainage from the prime contractor and shall make prompt and regular incremental acceptances of portions, as determined by the agency, of the contract work, and pay retainage to the prime contractor based on these acceptances. The prime contractor, or subcontractor, shall return all monies withheld in retention from a subcontractor within 30 days after receiving payment for work satisfactorily completed and accepted including incremental acceptances of portions of the contract work by the agency. Federal law (49CFR26.29) requires that any delay or postponement of payment over 30 days may take place only for good cause and with the agency's prior written approval. Any violation of this provision shall subject the violating prime contractor or subcontractor to the penalties, sanctions and other remedies specified in Section 7108.5 of the Business and Professions Code. These requirements shall not be construed to limit or impair any contractual, administrative, or judicial remedies otherwise available to the prime contractor or subcontractor in the event of a dispute involving late payment or nonpayment by the prime contractor, deficient subcontract performance, or noncompliance by a subcontractor.

11. FORM FHWA-1273 REQUIRED CONTRACT PROVISIONS FEDERAL-AID CONTRACTS (Excluding ATTACHMENT A - EMPLOYMENT AND MATERIALS PREFERENCE FOR APPALACHIAN DEVELOPMENT HIGHWAY SYSTEM OR APPALACHIAN LOCAL ACCESS ROAD CONTRACTS)

FHWA-1273 -- Revised May 1, 2012

**REQUIRED CONTRACT PROVISIONS
FEDERAL-AID CONSTRUCTION CONTRACTS**

- | | |
|--|---|
| I. General | IX. Implementation of Clean Air Act and Federal Water Pollution Control Act |
| II. Nondiscrimination | X. Compliance with Governmentwide Suspension and Debarment Requirements |
| III. Nonsegregated Facilities | XI. Certification Regarding Use of Contract Funds for Lobbying |
| IV. Davis-Bacon and Related Act Provisions | |
| V. Contract Work Hours and Safety Standards Act Provisions | |
| VI. Subletting or Assigning the Contract | |
| VII. Safety: Accident Prevention | ATTACHMENTS |
| VIII. False Statements Concerning Highway Projects | |

A. Employment and Materials Preference for Appalachian Development Highway System or Appalachian Local Access Road Contracts (included in Appalachian contracts only)

I. GENERAL

1. Form FHWA-1273 must be physically incorporated in each construction contract funded under Title 23 (excluding emergency contracts solely intended for debris removal). The contractor (or subcontractor) must insert this form in each subcontract and further require its inclusion in all lower tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services).

The applicable requirements of Form FHWA-1273 are incorporated by reference for work done under any purchase order, rental agreement or agreement for other services. The prime contractor shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Form FHWA-1273 must be included in all Federal-aid design-build contracts, in all subcontracts and in lower tier subcontracts (excluding subcontracts for design services, purchase orders, rental agreements and other agreements for supplies or services). The design-builder shall be responsible for compliance by any subcontractor, lower-tier subcontractor or service provider.

Contracting agencies may reference Form FHWA-1273 in bid proposal or request for proposal documents, however, the Form FHWA-1273 must be physically incorporated (not referenced) in all contracts, subcontracts and lower-tier subcontracts (excluding purchase orders, rental agreements and other agreements for supplies or services related to a construction contract).

2. Subject to the applicability criteria noted in the following sections, these contract provisions shall apply to all work performed on the contract by the contractor's own organization and with the assistance of workers under the contractor's immediate superintendence and to all work performed on the contract by piecework, station work, or by subcontract.

3. A breach of any of the stipulations contained in these Required Contract Provisions may be sufficient grounds for withholding of progress payments, withholding of final payment, termination of the contract, suspension / debarment or any other action determined to be appropriate by the contracting agency and FHWA.

4. Selection of Labor: During the performance of this contract, the contractor shall not use convict labor for any purpose within the limits of a construction project on a Federal-aid highway unless it is labor performed by convicts who are on parole, supervised release, or probation. The term Federal-aid highway does not include roadways functionally classified as local roads or rural minor collectors.

II. NONDISCRIMINATION

The provisions of this section related to 23 CFR Part 230 are applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more. The provisions of 23 CFR Part 230 are not applicable to material supply, engineering, or architectural service contracts.

In addition, the contractor and all subcontractors must comply with the following policies: Executive Order 11246, 41 CFR 60, 29 CFR 1625-1627, Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The contractor and all subcontractors must comply with: the requirements of the Equal Opportunity Clause in 41 CFR 60-1.4(b) and, for all construction contracts exceeding \$10,000, the Standard Federal Equal Employment Opportunity Construction Contract Specifications in 41 CFR 60-4.3.

Note: The U.S. Department of Labor has exclusive authority to determine compliance with Executive Order 11246 and the policies of the Secretary of Labor including 41 CFR 60, and 29 CFR 1625-1627. The contracting agency and the FHWA have the authority and the responsibility to ensure compliance with Title 23 USC Section 140, the Rehabilitation Act of 1973, as amended (29 USC 794), and Title VI of the Civil Rights Act of 1964, as amended, and related regulations including 49 CFR Parts 21, 26 and 27; and 23 CFR Parts 200, 230, and 633.

The following provision is adopted from 23 CFR 230, Appendix A, with appropriate revisions to conform to the U.S. Department of Labor (US DOL) and FHWA requirements.

1. Equal Employment Opportunity: Equal employment opportunity (EEO) requirements not to discriminate and to take affirmative action to assure equal opportunity as set forth under laws, executive orders, rules, regulations (28 CFR 35, 29 CFR 1630, 29 CFR 1625-1627, 41 CFR 60 and 49 CFR 27) and orders of the Secretary of Labor as modified by the provisions prescribed herein, and imposed pursuant to 23 U.S.C. 140 shall constitute the EEO and specific affirmative action standards for the contractor's project activities under this contract. The provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.) set forth under 28 CFR 35 and 29 CFR 1630 are incorporated by reference in this contract. In the execution of this contract, the contractor agrees to comply with the following minimum specific requirement activities of EEO:

a. The contractor will work with the contracting agency and the Federal Government to ensure that it has made every good faith effort to provide equal opportunity with respect to all of its terms and conditions of employment and in their review of activities under the contract.

b. The contractor will accept as its operating policy the following statement:

"It is the policy of this Company to assure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color, national origin, age or disability. Such action shall include: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship, pre-apprenticeship, and/or on-the-job training."

2. EEO Officer: The contractor will designate and make known to the contracting officers an EEO Officer who will have the responsibility for and must be capable of effectively administering and promoting an active EEO program and who must be assigned adequate authority and responsibility to do so.

3. Dissemination of Policy: All members of the contractor's staff who are authorized to hire, supervise, promote, and discharge employees, or who recommend such action, or who are substantially involved in such action, will be made fully cognizant of, and will implement, the contractor's EEO policy and contractual responsibilities to provide EEO in each grade and classification of employment. To ensure that the above agreement will be met, the following actions will be taken as a minimum:

a. Periodic meetings of supervisory and personnel office employees will be conducted before the start of work and then not less often than once every six months, at which time the contractor's EEO policy and its implementation will be reviewed and explained. The meetings will be conducted by the EEO Officer.

b. All new supervisory or personnel office employees will be given a thorough indoctrination by the EEO Officer, covering all major aspects of the contractor's EEO obligations within thirty days following their reporting for duty with the contractor.

c. All personnel who are engaged in direct recruitment for the project will be instructed by the EEO Officer in the contractor's procedures for locating and hiring minorities and women.

d. Notices and posters setting forth the contractor's EEO policy will be placed in areas readily accessible to employees, applicants for employment and potential employees.

e. The contractor's EEO policy and the procedures to implement such policy will be brought to the attention of employees by means of meetings, employee handbooks, or other appropriate means.

4. Recruitment: When advertising for employees, the contractor will include in all advertisements for employees the notation: "An Equal Opportunity Employer." All such advertisements will be placed in publications having a large circulation among minorities and women in the area from which the project work force would normally be derived.

a. The contractor will, unless precluded by a valid bargaining agreement, conduct systematic and direct recruitment through public and private employee referral sources likely to yield qualified minorities and women. To meet this requirement, the contractor will identify sources of potential minority group employees, and establish with such identified sources procedures whereby minority and women applicants may be referred to the contractor for employment consideration.

b. In the event the contractor has a valid bargaining agreement providing for exclusive hiring hall referrals, the contractor is expected to observe the provisions of that agreement to the extent that the system meets the contractor's compliance with EEO contract provisions. Where implementation of such an agreement has the effect of discriminating against minorities or women, or obligates the contractor to do the same, such implementation violates Federal nondiscrimination provisions.

c. The contractor will encourage its present employees to refer minorities and women as applicants for employment. Information and procedures with regard to referring such applicants will be discussed with employees.

5. Personnel Actions: Wages, working conditions, and employee benefits shall be established and administered, and personnel actions of every type, including hiring, upgrading, promotion, transfer, demotion, layoff, and termination, shall be taken without regard to race, color, religion, sex, national origin, age or disability. The following procedures shall be followed:

a. The contractor will conduct periodic inspections of project sites to insure that working conditions and employee facilities do not indicate discriminatory treatment of project site personnel.

b. The contractor will periodically evaluate the spread of wages paid within each classification to determine any evidence of discriminatory wage practices.

c. The contractor will periodically review selected personnel actions in depth to determine whether there is evidence of discrimination. Where evidence is found, the contractor will promptly take corrective action. If the review indicates that the discrimination may extend beyond the actions reviewed, such corrective action shall include all affected persons.

d. The contractor will promptly investigate all complaints of alleged discrimination made to the contractor in connection with its obligations under this contract, will attempt to resolve such complaints, and will take appropriate corrective action within a reasonable time. If the investigation indicates that the discrimination may affect persons other than the complainant, such corrective action shall include such other persons. Upon completion of each investigation, the contractor will inform every complainant of all of their avenues of appeal.

6. Training and Promotion:

a. The contractor will assist in locating, qualifying, and increasing the skills of minorities and women who are applicants for employment or current employees. Such efforts should be aimed at developing full journey level status employees in the type of trade or job classification involved.

b. Consistent with the contractor's work force requirements and as permissible under Federal and State regulations, the contractor shall make full use of training programs, i.e., apprenticeship, and on-the-job training programs for the geographical area of contract performance. In the event a special provision for training is provided under this contract, this subparagraph will be superseded as indicated in the special provision. The contracting agency may reserve training positions for persons who receive welfare assistance in accordance with 23 U.S.C. 140(a).

c. The contractor will advise employees and applicants for employment of available training programs and entrance requirements for each.

d. The contractor will periodically review the training and promotion potential of employees who are minorities and women and will encourage eligible employees to apply for such training and promotion.

7. Unions: If the contractor relies in whole or in part upon unions as a source of employees, the contractor will use good faith efforts to obtain the cooperation of such unions to increase opportunities for minorities and women. Actions by the contractor, either directly or through a contractor's association acting as agent, will include the procedures set forth below:

a. The contractor will use good faith efforts to develop, in cooperation with the unions, joint training programs aimed toward qualifying more minorities and women for membership in the unions and increasing the skills of minorities and women so that they may qualify for higher paying employment.

b. The contractor will use good faith efforts to incorporate an EEO clause into each union agreement to the end that such union will be contractually bound to refer applicants without regard to their race, color, religion, sex, national origin, age or disability.

c. The contractor is to obtain information as to the referral practices and policies of the labor union except that to the extent such information is within the exclusive possession of the labor union and such labor union refuses to furnish such information to the contractor, the contractor shall so certify to the contracting agency and shall set forth what efforts have been made to obtain such information.

d. In the event the union is unable to provide the contractor with a reasonable flow of referrals within the time limit set forth in the collective bargaining agreement, the contractor will, through independent recruitment efforts, fill the employment vacancies without regard to race, color, religion, sex, national origin, age or disability; making full efforts to obtain qualified and/or qualifiable minorities and women. The failure of a union to provide sufficient referrals (even though it is obligated to provide exclusive referrals under the terms of a collective bargaining agreement) does not relieve the contractor from the requirements of this paragraph. In the event the union referral practice prevents the contractor from meeting the obligations pursuant to Executive Order 11246, as amended, and these special provisions, such contractor shall immediately notify the contracting agency.

8. Reasonable Accommodation for Applicants / Employees with Disabilities: The contractor must be familiar with the requirements for and comply with the Americans with Disabilities Act and all rules and regulations established there under. Employers must provide reasonable accommodation in all employment activities unless to do so would cause an undue hardship.

9. Selection of Subcontractors, Procurement of Materials and Leasing of Equipment: The contractor shall not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall take all necessary and reasonable steps to ensure nondiscrimination in the administration of this contract.

a. The contractor shall notify all potential subcontractors and suppliers and lessors of their EEO obligations under this contract.

b. The contractor will use good faith efforts to ensure subcontractor compliance with their EEO obligations.

10. Assurance Required by 49 CFR 26.13(b):

a. The requirements of 49 CFR Part 26 and the State DOT's U.S. DOT-approved DBE program are incorporated by reference.

b. The contractor or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the contracting agency deems appropriate.

11. Records and Reports: The contractor shall keep such records as necessary to document compliance with the EEO requirements. Such records shall be retained for a period of three years following the date of the final payment to the contractor for all contract work and shall be available at reasonable times and places for inspection by authorized representatives of the contracting agency and the FHWA.

a. The records kept by the contractor shall document the following:

(1) The number and work hours of minority and non-minority group members and women employed in each work classification on the project;

(2) The progress and efforts being made in cooperation with unions, when applicable, to increase employment opportunities for minorities and women; and

(3) The progress and efforts being made in locating, hiring, training, qualifying, and upgrading minorities and women;

b. The contractors and subcontractors will submit an annual report to the contracting agency each July for the duration of the project, indicating the number of minority, women, and non-minority group employees currently engaged in each work classification required by the contract work. This information is to be reported on [Form FHWA-1391](#). The staffing data should represent the project work force on board in all or any part of the last payroll period preceding the end of July. If on-the-job training is being required by special provision, the contractor will be required to collect and report training data. The employment data should reflect the work force on board during all or any part of the last payroll period preceding the end of July.

III. NONSEGREGATED FACILITIES

This provision is applicable to all Federal-aid construction contracts and to all related construction subcontracts of \$10,000 or more.

The contractor must ensure that facilities provided for employees are provided in such a manner that segregation on the basis of race, color, religion, sex, or national origin cannot result. The contractor may neither require such segregated use by written or oral policies nor tolerate such use by employee custom. The contractor's obligation extends further to ensure that its employees are not assigned to perform their services at any location, under the contractor's control, where the facilities are segregated. The term "facilities" includes waiting rooms, work areas, restaurants and other eating areas, time clocks, restrooms, washrooms, locker rooms, and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing provided for employees. The contractor shall provide separate or single-user restrooms and necessary dressing or sleeping areas to assure privacy between sexes.

IV. DAVIS-BACON AND RELATED ACT PROVISIONS

This section is applicable to all Federal-aid construction projects exceeding \$2,000 and to all related subcontracts and lower-tier subcontracts (regardless of subcontract size). The requirements apply to all projects located within the right-of-way of a roadway that is functionally classified as Federal-aid highway. This excludes roadways functionally classified as local roads or rural minor collectors, which are exempt. Contracting agencies may elect to apply these requirements to other projects.

The following provisions are from the U.S. Department of Labor regulations in 29 CFR 5.5 "Contract provisions and related matters" with minor revisions to conform to the FHWA-1273 format and FHWA program requirements.

1. Minimum wages

a. All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account

(except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph 1.d. of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph 1.b. of this section) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

b. (1) The contracting officer shall require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore only when the following criteria have been met:

(i) The work to be performed by the classification requested is not performed by a classification in the wage determination; and

(ii) The classification is utilized in the area by the construction industry; and

(iii) The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(2) If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(3) In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits,

where appropriate), the contracting officer shall refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Wage and Hour Administrator for determination. The Wage and Hour Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30-day period that additional time is necessary.

(4) The wage rate (including fringe benefits where appropriate) determined pursuant to paragraphs 1.b.(2) or 1.b.(3) of this section, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

c. Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

d. If the contractor does not make payments to a trustee or other third person, the contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program.

2. Withholding

The contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the contractor under this contract, or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of the work, all or part of the wages required by the contract, the contracting agency may, after written notice to the contractor, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

3. Payrolls and basic records

a. Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall

maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

b. (1) The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to the contracting agency. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. , the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to the contracting agency for transmission to the State DOT, the FHWA or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this section for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to the contracting agency..

(2) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(i) That the payroll for the payroll period contains the information required to be provided under §5.5 (a)(3)(ii) of Regulations, 29 CFR part 5, the appropriate information is being maintained under §5.5 (a)(3)(i) of Regulations, 29 CFR part 5, and that such information is correct and complete;

(ii) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in Regulations, 29 CFR part 3;

(iii) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(3) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by paragraph 3.b.(2) of this section.

(4) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under section 1001 of title 18 and section 231 of title 31 of the United States Code.

c. The contractor or subcontractor shall make the records required under paragraph 3.a. of this section available for inspection, copying, or transcription by authorized representatives of the contracting agency, the State DOT, the FHWA, or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, the FHWA may, after written notice to the contractor, the contracting agency or the State DOT, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and trainees

a. Apprentices (programs of the USDOL).

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice.

The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed.

Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination.

In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

b. Trainees (programs of the USDOL).

Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration.

The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration.

Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed.

In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

c. Equal employment opportunity. The utilization of apprentices, trainees and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

d. Apprentices and Trainees (programs of the U.S. DOT).

Apprentices and trainees working under apprenticeship and skill training programs which have been certified by the Secretary of Transportation as promoting EEO in connection with Federal-aid highway construction programs are not subject to the requirements of paragraph 4 of this Section IV. The straight time hourly wage rates for apprentices and trainees under such programs will be established by the particular programs. The ratio of apprentices and trainees to journeymen shall not be greater than permitted by the terms of the particular program.

5. Compliance with Copeland Act requirements. The contractor shall comply with the requirements of 29 CFR part 3, which are incorporated by reference in this contract.

6. Subcontracts. The contractor or subcontractor shall insert Form FHWA-1273 in any subcontracts and also require the subcontractors to include Form FHWA-1273 in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR 5.5.

7. Contract termination: debarment. A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act requirements. All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes concerning labor standards. Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

10. Certification of eligibility.

a. By entering into this contract, the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

b. No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).

c. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

V. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

The following clauses apply to any Federal-aid construction contract in an amount in excess of \$100,000 and subject to the overtime provisions of the Contract Work Hours and Safety Standards Act. These clauses shall be inserted in addition to the clauses required by 29 CFR 5.5(a) or 29 CFR 4.6. As used in this paragraph, the terms laborers and mechanics include watchmen and guards.

1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (1.) of this section, the contractor and any subcontractor responsible

therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1.) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1.) of this section.

3. Withholding for unpaid wages and liquidated damages. The FHWA or the contracting agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2.) of this section.

4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1.) through (4.) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1.) through (4.) of this section.

VI. SUBLETTING OR ASSIGNING THE CONTRACT

This provision is applicable to all Federal-aid construction contracts on the National Highway System.

1. The contractor shall perform with its own organization contract work amounting to not less than 30 percent (or a greater percentage if specified elsewhere in the contract) of the total original contract price, excluding any specialty items designated by the contracting agency. Specialty items may be performed by subcontract and the amount of any such specialty items performed may be deducted from the total original contract price before computing the amount of work required to be performed by the contractor's own organization (23 CFR 635.116).

a. The term "perform work with its own organization" refers to workers employed or leased by the prime contractor, and equipment owned or rented by the prime contractor, with or without operators. Such term does not include employees or equipment of a subcontractor or lower tier subcontractor, agents of the prime contractor, or any other assignees. The term may include payments for the costs of hiring leased employees from an employee leasing firm meeting all relevant Federal and State regulatory requirements. Leased employees may only be included in this term if the prime contractor meets all of the following conditions:

- (1) the prime contractor maintains control over the supervision of the day-to-day activities of the leased employees;
- (2) the prime contractor remains responsible for the quality of the work of the leased employees;
- (3) the prime contractor retains all power to accept or exclude individual employees from work on the project; and
- (4) the prime contractor remains ultimately responsible for the payment of predetermined minimum wages, the submission of

payrolls, statements of compliance and all other Federal regulatory requirements.

b. "Specialty Items" shall be construed to be limited to work that requires highly specialized knowledge, abilities, or equipment not ordinarily available in the type of contracting organizations qualified and expected to bid or propose on the contract as a whole and in general are to be limited to minor components of the overall contract.

2. The contract amount upon which the requirements set forth in paragraph (1) of Section VI is computed includes the cost of material and manufactured products which are to be purchased or produced by the contractor under the contract provisions.

3. The contractor shall furnish (a) a competent superintendent or supervisor who is employed by the firm, has full authority to direct performance of the work in accordance with the contract requirements, and is in charge of all construction operations (regardless of who performs the work) and (b) such other of its own organizational resources (supervision, management, and engineering services) as the contracting officer determines is necessary to assure the performance of the contract.

4. No portion of the contract shall be sublet, assigned or otherwise disposed of except with the written consent of the contracting officer, or authorized representative, and such consent when given shall not be construed to relieve the contractor of any responsibility for the fulfillment of the contract. Written consent will be given only after the contracting agency has assured that each subcontract is evidenced in writing and that it contains all pertinent provisions and requirements of the prime contract.

5. The 30% self-performance requirement of paragraph (1) is not applicable to design-build contracts; however, contracting agencies may establish their own self-performance requirements.

VII. SAFETY: ACCIDENT PREVENTION

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

1. In the performance of this contract the contractor shall comply with all applicable Federal, State, and local laws governing safety, health, and sanitation (23 CFR 635). The contractor shall provide all safeguards, safety devices and protective equipment and take any other needed actions as it determines, or as the contracting officer may determine, to be reasonably necessary to protect the life and health of employees on the job and the safety of the public and to protect property in connection with the performance of the work covered by the contract.

2. It is a condition of this contract, and shall be made a condition of each subcontract, which the contractor enters into pursuant to this contract, that the contractor and any subcontractor shall not permit any employee, in performance of the contract, to work in surroundings or under conditions which are unsanitary, hazardous or dangerous to his/her health or safety, as determined under construction safety and health standards (29 CFR 1926) promulgated by the Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 3704).

3. Pursuant to 29 CFR 1926.3, it is a condition of this contract that the Secretary of Labor or authorized representative thereof, shall have right of entry to any site of contract performance to inspect or investigate the matter of compliance with the construction safety and health standards and to carry out the duties of the Secretary under

Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C.3704).

VIII. FALSE STATEMENTS CONCERNING HIGHWAY PROJECTS

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

In order to assure high quality and durable construction in conformity with approved plans and specifications and a high degree of reliability on statements and representations made by engineers, contractors, suppliers, and workers on Federal-aid highway projects, it is essential that all persons concerned with the project perform their functions as carefully, thoroughly, and honestly as possible. Willful falsification, distortion, or misrepresentation with respect to any facts related to the project is a violation of Federal law. To prevent any misunderstanding regarding the seriousness of these and similar acts, Form FHWA-1022 shall be posted on each Federal-aid highway project (23 CFR 635) in one or more places where it is readily available to all persons concerned with the project:

18 U.S.C. 1020 reads as follows:

"Whoever, being an officer, agent, or employee of the United States, or of any State or Territory, or whoever, whether a person, association, firm, or corporation, knowingly makes any false statement, false representation, or false report as to the character, quality, quantity, or cost of the material used or to be used, or the quantity or quality of the work performed or to be performed, or the cost thereof in connection with the submission of plans, maps, specifications, contracts, or costs of construction on any highway or related project submitted for approval to the Secretary of Transportation; or

Whoever knowingly makes any false statement, false representation, false report or false claim with respect to the character, quality, quantity, or cost of any work performed or to be performed, or materials furnished or to be furnished, in connection with the construction of any highway or related project approved by the Secretary of Transportation; or

Whoever knowingly makes any false statement or false representation as to material fact in any statement, certificate, or report submitted pursuant to provisions of the Federal-aid Roads Act approved July 1, 1916, (39 Stat. 355), as amended and supplemented;

Shall be fined under this title or imprisoned not more than 5 years or both."

IX. IMPLEMENTATION OF CLEAN AIR ACT AND FEDERAL WATER POLLUTION CONTROL ACT

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts.

By submission of this bid/proposal or the execution of this contract, or subcontract, as appropriate, the bidder, proposer, Federal-aid construction contractor, or subcontractor, as appropriate, will be deemed to have stipulated as follows:

1. That any person who is or will be utilized in the performance of this contract is not prohibited from receiving an award due to a violation of Section 508 of the Clean Water Act or Section 306 of the Clean Air Act.

2. That the contractor agrees to include or cause to be included the requirements of paragraph (1) of this Section X in every subcontract, and further agrees to take such action as the contracting agency may direct as a means of enforcing such requirements.

X. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION

This provision is applicable to all Federal-aid construction contracts, design-build contracts, subcontracts, lower-tier subcontracts, purchase orders, lease agreements, consultant contracts or any other covered transaction requiring FHWA approval or that is estimated to cost \$25,000 or more – as defined in 2 CFR Parts 180 and 1200.

1. Instructions for Certification – First Tier Participants:

a. By signing and submitting this proposal, the prospective first tier participant is providing the certification set out below.

b. The inability of a person to provide the certification set out below will not necessarily result in denial of participation in this covered transaction. The prospective first tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective first tier participant to furnish a certification or an explanation shall disqualify such a person from participation in this transaction.

c. The certification in this clause is a material representation of fact upon which reliance was placed when the contracting agency determined to enter into this transaction. If it is later determined that the prospective participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the contracting agency may terminate this transaction for cause of default.

d. The prospective first tier participant shall provide immediate written notice to the contracting agency to whom this proposal is submitted if any time the prospective first tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

e. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

f. The prospective first tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

g. The prospective first tier participant further agrees by submitting this proposal that it will include the clause titled

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions," provided by the department or contracting agency, entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

h. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

i. Nothing contained in the foregoing shall be construed to require the establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of the prospective participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

j. Except for transactions authorized under paragraph (f) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.

* * * * *

2. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – First Tier Participants:

a. The prospective first tier participant certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and

(4) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

b. Where the prospective participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

2. Instructions for Certification - Lower Tier Participants:

(Applicable to all subcontracts, purchase orders and other lower tier transactions requiring prior FHWA approval or estimated to cost \$25,000 or more - 2 CFR Parts 180 and 1200)

a. By signing and submitting this proposal, the prospective lower tier is providing the certification set out below.

b. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

c. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous by reason of changed circumstances.

d. The terms "covered transaction," "debarred," "suspended," "ineligible," "participant," "person," "principal," and "voluntarily excluded," as used in this clause, are defined in 2 CFR Parts 180 and 1200. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. "First Tier Covered Transactions" refers to any covered transaction between a grantee or subgrantee of Federal funds and a participant (such as the prime or general contract). "Lower Tier Covered Transactions" refers to any covered transaction under a First Tier Covered Transaction (such as subcontracts). "First Tier Participant" refers to the participant who has entered into a covered transaction with a grantee or subgrantee of Federal funds (such as the prime or general contractor). "Lower Tier Participant" refers any participant who has entered into a covered transaction with a First Tier Participant or other Lower Tier Participants (such as subcontractors and suppliers).

e. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.

f. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions exceeding the \$25,000 threshold.

g. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any lower tier prospective participants, each participant may, but is not required to, check the Excluded Parties List System website (<https://www.epls.gov/>), which is compiled by the General Services Administration.

h. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith

the certification required by this clause. The knowledge and information of participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

i. Except for transactions authorized under paragraph e of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

* * * * *

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion--Lower Tier Participants:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.

2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

* * * * *

XI. CERTIFICATION REGARDING USE OF CONTRACT FUNDS FOR LOBBYING

This provision is applicable to all Federal-aid construction contracts and to all related subcontracts which exceed \$100,000 (49 CFR 20).

1. The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal 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.

b. 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 Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

2. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

3. The prospective participant also agrees by submitting its bid or proposal that the participant shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such recipients shall certify and disclose accordingly.

12. FEMALE AND MIONORITY GOALS

To comply with Section II, "Nondiscrimination," of "Required Contract Provisions Federal-Aid Construction Contracts," the following are goals for female and minority utilization goals for Federal-aid construction contracts and subcontracts that exceed \$10,000:

The nationwide goal for female utilization is 6.9 percent.

The goals for minority utilization [45 Fed Reg 65984 (10/3/1980)] are as follows:

MINORITY UTILIZATION GOALS

Economic Area		Goal (Percent)
174	Redding CA: Non-SMSA (Standard Metropolitan Statistical Area) Counties: CA Lassen; CA Modoc; CA Plumas; CA Shasta; CA Siskiyou; CA Tehama	6.8
175	Eureka, CA Non-SMSA Counties: CA Del Norte; CA Humboldt; CA Trinity	6.6
176	San Francisco-Oakland-San Jose, CA: SMSA Counties: 7120 Salinas-Seaside-Monterey, CA CA Monterey	28.9
	7360 San Francisco-Oakland CA Alameda; CA Contra Costa; CA Marin; CA San Francisco; CA San Mateo	25.6
	7400 San Jose, CA CA Santa Clara, CA	19.6
	7485 Santa Cruz, CA CA Santa Cruz	14.9
	7500 Santa Rosa CA Sonoma	9.1
	8720 Vallejo-Fairfield-Napa, CA CA Napa; CA Solano	17.1
	Non-SMSA Counties: CA Lake; CA Mendocino; CA San Benito	23.2
177	Sacramento, CA: SMSA Counties: 6920 Sacramento, CA CA Placer; CA Sacramento; CA Yolo	16.1
	Non-SMSA Counties CA Butte; CA Colusa; CA El Dorado; CA Glenn; CA Nevada; CA Sierra; CA Sutter; CA Yuba	14.3
178	Stockton-Modesto, CA: SMSA Counties: 5170 Modesto, CA CA Stanislaus	12.3
	8120 Stockton, CA CA San Joaquin	24.3
	Non-SMSA Counties	19.8
	CA Alpine; CA Amador; CA Calaveras; CA Mariposa; CA Merced; CA Tuolumne	

179	Fresno-Bakersfield, CA	19.1
	SMSA Counties:	
	0680 Bakersfield, CA	
	CA Kern	
180	2840 Fresno, CA	26.1
	CA Fresno	
	Non-SMSA Counties:	
	CA Kings; CA Madera; CA Tulare	
181	Los Angeles, CA:	11.9
	SMSA Counties:	
	0360 Anaheim-Santa Ana-Garden Grove, CA	
	CA Orange	
	4480 Los Angeles-Long Beach, CA	
	CA Los Angeles	
	6000 Oxnard-Simi Valley-Ventura, CA	
	CA Ventura	
	6780 Riverside-San Bernardino-Ontario, CA	
	CA Riverside; CA San Bernardino	
7480 Santa Barbara-Santa Maria-Lompoc, CA		
CA Santa Barbara		
Non-SMSA Counties		
CA Inyo; CA Mono; CA San Luis Obispo		
181	San Diego, CA:	16.9
	SMSA Counties	
	7320 San Diego, CA	
	CA San Diego	
181	Non-SMSA Counties	18.2
	CA Imperial	

For each July during which work is performed under the contract, you and each non material-supplier subcontractor with a subcontract of \$10,000 or more must complete Form FHWA PR-1391 (Appendix C to 23 CFR 230). Submit the forms by August 15.

13. FEDERAL TRAINEE PROGRAM

For the Federal training program, the number of trainees or apprentices is as required by law.

This section applies if a number of trainees or apprentices is specified in the special provisions.

As part of your equal opportunity affirmative action program, provide on-the-job training to develop full journeymen in the types of trades or job classifications involved.

You have primary responsibility for meeting this training requirement.

If you subcontract a contract part, determine how many trainees or apprentices are to be trained by the subcontractor.

Include these training requirements in your subcontract.

Where feasible, 25 percent of apprentices or trainees in each occupation must be in their 1st year of apprenticeship or training.

Distribute the number of apprentices or trainees among the work classifications on the basis of your needs and the availability of journeymen in the various classifications within a reasonable recruitment area.

Before starting work, submit to the County of Mono:

1. Number of apprentices or trainees to be trained for each classification
2. Training program to be used
3. Training starting date for each classification

Obtain the County of Mono's approval for this submitted information before you start work. The County credits you for each apprentice or trainee you employ on the work who is currently enrolled or becomes enrolled in an approved program.

The primary objective of this section is to train and upgrade minorities and women toward journeymen status. Make every effort to enroll minority and women apprentices or trainees, such as conducting systematic and direct recruitment through public and private sources likely to yield minority and women apprentices or trainees, to the extent they are available within a reasonable recruitment area. Show that you have made the efforts. In making these efforts, do not discriminate against any applicant for training.

Do not employ as an apprentice or trainee an employee:

1. In any classification in which the employee has successfully completed a training course leading to journeyman status or in which the employee has been employed as a journeyman
2. Who is not registered in a program approved by the US Department of Labor, Bureau of Apprenticeship and Training

Ask the employee if the employee has successfully completed a training course leading to journeyman status or has been employed as a journeyman. Your records must show the employee's answers to the questions.

In your training program, establish the minimum length and training type for each classification. The County and FHWA approves a program if one of the following is met:

1. It is calculated to:
 - Meet the your equal employment opportunity responsibilities
 - Qualify the average apprentice or trainee for journeyman status in the classification involved by the end of the training period
2. It is registered with the U.S. Department of Labor, Bureau of Apprenticeship and Training, and it is administered in a way consistent with the equal employment responsibilities of Federal-aid highway construction contracts

Obtain the State's approval for your training program before you start work involving the classification covered by the program.

Provide training in the construction crafts, not in clerk-typist or secretarial-type positions. Training is allowed in lower level management positions such as office engineers, estimators, and timekeepers if the training is oriented toward construction applications. Training is allowed in the laborer classification if significant and meaningful training is provided and approved by the division office. Off-site training is allowed if the training is an integral part of an approved training program and does not make up a significant part of the overall training.

The County of Mono reimburses you 80 cents per hour of training given an employee on this contract under an approved training program:

1. For on-site training
2. For off-site training if the apprentice or trainee is currently employed on a Federal-aid project and you do at least one of the following:
 - Contribute to the cost of the training
 - Provide the instruction to the apprentice or trainee
 - Pay the apprentice's or trainee's wages during the off-site training period
3. If you comply this section.

Each apprentice or trainee must:

1. Begin training on the project as soon as feasible after the start of work involving the apprentice's or trainee's skill
2. Remain on the project as long as training opportunities exist in the apprentice's or trainee's work classification or until the apprentice or trainee has completed the training program

Furnish the apprentice or trainee:

1. Copy of the program you will comply with in providing the training
2. Certification showing the type and length of training satisfactorily completed

14. TITLE VI ASSURANCES

During the performance of this Agreement, the contractor, for itself, its assignees and successors in interest (hereinafter collectively referred to as CONTRACTOR) agrees as follows:

- (1) Compliance with Regulations: CONTRACTOR shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the REGULATIONS), which are herein incorporated by reference and made a part of this agreement.
- (2) Nondiscrimination: CONTRACTOR, with regard to the work performed by it during the AGREEMENT, shall not discriminate on the grounds of race, color, sex, national origin, religion, age, or disability in the selection and retention of sub-applicants, including procurements of materials and leases of equipment. CONTRACTOR shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the agreement covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Sub-agreements, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by CONTRACTOR for work to be performed under a Sub-agreement, including procurements of materials or leases of equipment, each potential sub-applicant or supplier shall be notified by CONTRACTOR of the CONTRACTOR'S obligations under this Agreement and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- (4) Information and Reports: CONTRACTOR shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the California Department of Transportation or FHWA to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, CONTRACTOR shall so certify to the California Department of Transportation or the FHWA as appropriate, and shall set forth what efforts CONTRACTOR has made to obtain the information.
- (5) Sanctions for Noncompliance: In the event of CONTRACTOR'S noncompliance with the nondiscrimination provisions of this agreement, the California Department of Transportation shall impose such agreement sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - (a) withholding of payments to CONTRACTOR under the Agreement within a reasonable period of time, not to exceed 90 days; and/or
 - (b) cancellation, termination or suspension of the Agreement, in whole or in part.
- (6) Incorporation of Provisions: CONTRACTOR shall include the provisions of paragraphs (1) through (6) in every sub-agreement, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto.

CONTRACTOR shall take such action with respect to any sub-agreement or procurement as the California Department of Transportation or FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance, provided, however, that, in the event CONTRACTOR becomes involved in, or is threatened with, litigation with a sub-applicant or supplier as a result of such direction, CONTRACTOR may request the California Department of Transportation enter into such litigation to protect the interests of the State, and, in addition, CONTRACTOR may request the United States to enter into such litigation to protect the interests of the United States.

MAINTAIN RECORDS AND SUBMIT REPORTS DOCUMENTING YOUR PERFORMANCE UNDER THIS SECTION

**PROPOSAL FOR PRE-DEVELOPMENT WORK
NECESSARY
FOR THE CONSTRUCTION AND OPERATION OF A
THREE-MEGAWATT BIOMASS POWER PLANT
IN THE MAMMOTH LAKES AREA**



Prepared by



Sacramento, CA

Prepared for



Mono County Office of Emergency Management

Proposal Due Date: May 31, 2024

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Proposal for Pre-Development Work Necessary for the Construction and Operation of a 3-Megawatt Biomass Power Plant in the Mammoth Lakes Area

Introduction

Mono County has been awarded a grant from the U.S. Forest Service Wood Innovation Grant Program for the funding to support the completion of integral pre-development work necessary to attract a developer and expedite construction and operation of a bioenergy facility that will utilize current excess biomass produced on the Inyo National Forest (INF) in the Eastern Sierra. There is no other appropriately scaled, economically viable nor environmentally reasonable solution sufficient to keep pace with ecological forest restoration needs underway on the INF.

The goals of this project are to:

- Provide an end use for byproducts of forest restoration work reducing hazardous fuels and restoring resilience on the INF;
- Reduce forest management costs; and,
- Promote the environmental and economic health of Eastern Sierra communities.

The proposed project is a principal objective for the Eastern Sierra Climate and Communities Resilience Project (ESCCRP). The ESCCRP is conducting and will continue to conduct extensive forest thinning operations around the Town of Mammoth Lakes for the next 15+ years. A bioenergy facility as recommended in a Whitebark Institute sponsored feasibility study¹ is an environmentally and effective means of disposing of the huge volume of woody debris to be generated and is critical to the viability of the ESCCRP. The opportunity to have a bioenergy facility in the region is further enhanced by the fact that it would be eligible for the California Bioenergy Market Adjusting Tariff (BioMAT), which can give bioenergy facilities using forest sourced biomass a premium price for electricity that greatly enhances the financial and economic viability of such a project.

TSS General and Specific Qualifications

TSS Consultants (TSS) is highly qualified to conduct the pre-development work activities for this grant funded project due in part to the following:

- TSS has conducted similar work for numerous bioenergy projects in California and the Western United States including:
 - Site evaluation for bioenergy facilities;

¹ “Bioenergy Solutions for Forest Fuels Reduction Activities for the Eastern Sierra”, prepared TSS Consultants, September 2022

- Feedstock assessment and procurement;
- Environmental and land use planning and permitting for bioenergy facilities, including CEQA and NEPA needs;
- Preliminary project design;
- Acquisition of Bioenergy Market Adjusting Tariff (BioMAT) Power Purchase Agreement;
- Electric and natural gas utility interconnection;
- Community and agency outreach and interface;
- TSS has a unique perspective on the bioenergy potential of the Mammoth Lakes Region due to several years of work in the region, this includes work memorialized in the following reports:
 - "Comprehensive Feasibility Study for a Heat and/or Power Biomass Facility and Expanded Forest Products Utilization in Mono County, CA", February 2014;
 - "Biomass Feedstock Supply Availability and Cost Analysis for the Mammoth Lakes Region", September 2021;
 - "Biomass Utilization Solutions for Forest Fuels Reduction Activities for the Eastern Sierra", September 2022;
 - "*Bioenergy Solutions for Forest Fuels Reduction Activities for the Eastern Sierra*", September 2022. This report and work served as the basis for the U.S. Forest Service Wood Innovation Grant application;
 - TSS also conducted technology assistance to the Mono County Department of Public Works for their successful Bridgeport Biomass Thermal Project at the County's Corporation Center in Bridgeport in 2015.
- During the recent work conducted by TSS for the above Mono County/Mammoth Lakes area reports, TSS has established, or further developed, relationships with Ormat Geothermal (who has volunteered to be the site host) and the five recommended bioenergy facility developers which are detailed in the above reports. TSS is also familiar and has worked with several of the public and private sector stakeholders who will be involved in this project.

Scope of Work

Summarized below are the tasks that TSS will conduct in support of bioenergy facility pre-development activities.

Task 1. Select Potential Bioenergy Developer

This first task is focused on review of the five bioenergy technology developers recommended

by TSS. Working with the project stakeholders, TSS will conduct and assist in the following:

- Select potential candidate power plant developer from bioenergy solutions feasibility study;
- Work with site host Ormat (at the Casa Diablo Geothermal Complex) in determining capability with bioenergy facility developer;
- Work with U.S. Forest Service, INF in determining compatibility with bioenergy developer;
- Work with other ESCCRP stakeholders in determining compatibility with bioenergy developer.

Product: Selection of technology provider/developer.

Task 2. Finalize Location of Facility and Develop Site Control on Ormat Property

TSS will work with Ormat Geothermal to site the bioenergy project, and:

- Finalize location of power plant on Ormat Casa Diablo property;
- Prepare preliminary project layout on Ormat Casa Diablo property;
- Develop lease agreement with Ormat and project developer.

Product: Lease agreement between Ormat and project developer.

Task 3. Assist in Development of Feedstock Procurement and Stewardship Agreement

TSS will work with the ESCCRP and Whitebark Institute to develop a feedstock procurement plan for the bioenergy facility in the following manner:

- Advise ESCCRP and bioenergy facility developer on feedstock procurement plant;
- Advise ESCCRP and bioenergy facility developer on Stewardship Agreement with the U.S. Forest Service INF.

Product: Feedstock Procurement Plan and Stewardship Agreement

Task 4. Interconnection and Power Purchase Agreement

TSS will work with the project developer to identify a preliminary list of equipment that will be used for the interconnection application. With approval from the project developer and Mono County, TSS to prepare the technical components of the System Impact Study application with the specified equipment. The projected developer is expected to be the interconnection project applicant to Southern California Edison (SCE). Deviations from the selected list of equipment and changes to the equipment list after the commencement of work on this task will not be covered in this Scope of Work. TSS will not be the System Impact Study applicant and will not take responsibility for any financial postings required upon the completion of the System

Impact Study. TSS has included in the expenses budget for this project the \$10,800 required by SCE to conduct the System Impact Study (SIS). Specific work items in this task include:

- Conduct electrical grid interconnection process with SCE;
- Prepare and submit SCE Rule 21 application for interconnect and electric power SIS;
- Develop sufficient information for a BioMAT Power Purchase Agreement;
- Conduct BioMAT Program Participation to receive BioMAT PPA.

Product: Interconnection System Impact Study and BioMAT PPA with SCE for Category 3 feedstock (Forest-sourced feedstock).

Task 5. Preliminary Civil Engineering and Design

This task will serve as preparation of a conceptual site plan which will include the following:

- Finalize bioenergy facility and on-site feedstock storage and handling yard layout;
- Prepare preliminary civil engineering drawings per site and site layout.

Product: Site conceptual plan with preliminary civil engineering drawings.

Task 6. CEQA/NEPA Review

The proposed bioenergy project, by needing a Use Permit and ATC, need to conduct the CEQA process in coordination with the Mono County Planning Department, and the GBUAPCD. As an electricity transmission line will also cross over U.S. Forest Service managed land from the bioenergy facility location to the SCE Casa Diablo Electric Substation, NEPA review is also needed. Principal work in this task will be:

- Work with U.S. Forest Service INF conducting NEPA for electric power transmission line from bioenergy facility to SCE electric substation (Casa Diablo);
- Preparation of CEQA Initial Study and potential Mitigated Negative Declaration (MND) for the bioenergy project at the Casa Diablo site.

Product: NEPA Environmental Assessment (U.S. Forest Service prepared) and CEQA Initial Study for MND.

Task 7. Land Use and Air Quality Permitting

The bioenergy facility, to be located on private property owned by Ormat Geothermal will, at minimum, require a Use Permit issued by the Mono County Planning Commission, as well as an Authority to Construct air quality permit from the Great Basin Unified Air Pollution (GBUAPCD) TSS will:

- Conduct land use permitting via Use Permit application preparation;

- Prepare air quality ATC application to the Great Basin Unified Air Pollution Control District (GBUAPCD);
- Conduct CALEEMOD air quality modeling per the GBUAPCD.

Product: Conditional Use Permit and Authority to Construct permit applications, with air quality modeling run.

Task 8. Community and Regulatory Agency Outreach/Support

TSS will support Mono County, ESCCRP, and other directly applicable stakeholders with the following:

- Community outreach;
- Regulatory agency outreach and communication.

Product: Continuing community and regulatory outreach.

Task 9. Project Management

The TSS Project Manager will arrange for the following through the course of the grant-funded project:

- Implementation Meeting
- Progress meetings (virtual)
- Summary Progress Briefs (monthly)

Product: Meetings and progress briefs.

Schedule

Displayed below is a tentative schedule to conduct the above scope of work.

Tasks	August-24	September-24	October-24	November-24	December-24	January-25	February-25	March-25	April-25	May-25	June-25	July-25	August-25	September-25	October-25	November-25	December-25	January-26	February-26	March-26	April-26	May-26	June-26	July-26	August-26	September-26
Contract Start	■																									
Task 1 - Select Potential Bioenergy Developer	■	■	■																							
Task 2 - Develop Site Control	■	■	■	■	■																					
Task 3 - Assist in Development of Feedstock Procurement Plan and Stewardship Agreement			■	■	■	■	■	■	■	■	■	■	■	■												
Task 4 - Interconnection and Power Purchase Agreement				■	■	■	■	■	■	■	■	■	■	■												
Task 5 - Preliminary Civil Engineering and Design						■	■	■	■	■	■	■	■													
Task 6 - CEQA/NEPA Review						■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 7 - Land Use and Air Quality Permitting						■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 8 - Community and Regulatory Agency Outreach/Support				■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■
Task 9 - Project Management	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■	■

NOTE: Schedule estimated dates are based in a contract start date of August 1, 2024 to allow time for the Board of Supervisors to approve contract. Schedule is based on similar projects conducted by TSS Consultants

Implementation Budget

TSS estimates the cost to implement this project Scope of Work as presented above will not exceed **\$299,889**. Costs per tasks are below:

	<i>Task 1</i>	<i>Task 2</i>	<i>Task 3</i>	<i>Task 4</i>	<i>Task 5</i>	<i>Task 6</i>	<i>Task 7</i>	<i>Task 8</i>	<i>Task 9</i>	<i>TOTALS</i>
Labor	\$18,280	\$21,240	\$17,575	\$35,540	\$20,615	\$99,220	\$34,450	\$14,625	\$20,600	\$282,145
Travel & Expenses	\$0	\$0	\$0	\$10,800	\$0	\$1,531	\$0	\$0	\$5,413	\$17,744
COST	\$18,280	\$21,240	\$17,575	\$46,340	\$20,615	\$100,751	\$34,450	\$14,625	\$26,013	\$299,889

Details regarding the budget as requested in the RFP can be found in the Detailed Cost Estimate section below on Page 20.

TSS Personnel and Subcontractors

Frederick Tornatore, Chief Technical Officer

Mr. Tornatore will serve as the Project Manager and Principal Investigator for the Mono County bioenergy development grant scope of work. He has over 45 years of professional experience in renewable energy development for both the private and public sectors. As Chief Technical Officer at TSS Consultants, he directs the technical, environmental, and economic evaluations of a wide number of existing and emerging technologies that use many different forms of biomass (e.g., agricultural, forest, urban wood, municipal solid, animal wastes, food waste, and biosolids from wastewater treatment plants). His work also includes identification of grant funding resources and economics incentives for the development of bioenergy systems. Presented below is a small sample of Mr. Tornatore's relevant experience in regulatory, technology, economic, and resource evaluation for bioenergy projects:

- Currently working on the development of several forest and agricultural waste wood bioenergy facilities. These facilities are both biomass to electricity (under the Bioenergy Market Adjusting Tariff – the BioMAT program), and gasification of waste wood to renewable natural gas and hydrogen for use as alternative transportation fuels.
- Identification and evaluation of twenty potential sites for small-scale woody biomass power plants in the forested regions of California.
- Biopower technology assessment and carbon market development for biomass-fired combined heat and power facility in the Lake Tahoe Basin.
- Conversion of forest- and agricultural-sourced biomass into biomethane gas for use as bio-based transportation fuel (in lieu of compressed natural gas) or direct injection into natural gas pipelines.
- Compliance guides for small and large biomass power plant facility operators and protocols for the facility's emissions testing and permit compliance.
- Principal investigator and author of the 2022 biomass utilization reports prepared in the Mammoth Lakes area.

Mr. Tornatore has a B.S in Botany from the University of California, Berkeley (1975). He is a Founding Member, and former Chairman of the Board of Directors for the Bioenergy Association of California, and a member of the Executive Board of the California Biomass Collaborative.

Tad Mason, Chief Executive Officer, CA Registered Professional Forester

Tad Mason has over 40 years of experience in the fields of natural resources management, bio-energy project development, cellulosic fuels/feedstock supply chain development, and hazardous forest fuels reduction. Mr. Mason has hands-on experience in all aspects of natural resources management, from preparation of forest/range management plans to advising decision makers on key land management/resource utilization policies.

Mr. Mason conducts critical tasks such as developing fuel/feedstock availability assessments, generating fuel/feedstock procurement plans, negotiating fuel/feedstock procurement agreements, conducting financial analyses, obtaining environmental permits, negotiating power sales agreements, assisting with plant design and providing technology assessments are key to the successful development of a bioenergy facility. Mr. Mason also assists clients with development and implementation of communications plans targeting stakeholders, peer groups and state/federal policymakers

Mr. Mason and TSS Consultants have managed bio-energy project assessments throughout North America (28 states and 6 provinces) for a diverse set of clients, including public resource management agencies, Indian tribes, private sector enterprises, public utilities, private investment firms and community stakeholder groups.

Mr. Mason has a B.S. in Forestry from the University of California, Berkeley, 1979.

Paul Sicurezza, Senior Project Development Consultant

Paul Sicurezza has over twenty-five years of domestic and international power generation, renewable energy equipment supply and engineering services experience. Work history encompasses field engineering, project management, technology licensing, and project development. Considerable experience assisting clients with developing renewable energy and combined heat and power (CHP) projects involving initial concept evaluations, technology due diligence and selection, feasibility studies, subcontract management, and execution planning.

Mr. Sicurezza's technology experience includes the utilization of woody biomass, pellets, biogas, industrial and municipal waste streams for dedicated power, fuel conversions, field erected and factory built industrial "package" boilers, gas turbines, co-generation, and gas and liquid fuel production applications. Supporting activities for developing various 3-5 MWe biomass combined heat and power energy facilities for the California BioMAT program. Tasks include technology reviews, site review and system layout development, technical/operational characterization, cost estimating, interconnection support and complete project delivery planning. Includes assessments of the needs for integrating the power facility into an existing plant with regards to electric and thermal demand. Requires knowledge of BioMAT regulatory demands for project approval, Rule 21, PG&E and CASIO grid interconnection requirements

Mr. Sicurezza has a B.S. in Chemical Engineering from Cleveland State University and an M.B.A. in International Business Management from Baldwin-Wallace College.

Douglas Brown, Principal - Douglas Environmental

Mr. Brown owns Douglas Environmental, an environmental consulting/planning firm, and he has a diverse background preparing environmental compliance documents throughout California and Nevada. With over 30 years of professional experience, Mr. Brown specializes in CEQA and NEPA

compliance projects with a specific focus on solid waste management and energy facilities. In addition to preparing multiple environmental compliance documents for large-scale landfill expansions, solid waste transfer stations/material recovery facilities, and waste conversion facilities, he has conducted CEQA review for such diverse projects as electrical transmission facilities, substations, wind energy facilities, planned communities, solar facilities, resort developments, highway commercial developments, landfill gas-to-energy projects, flood control projects, and manufacturing facilities. Mr. Brown has been responsible for client liaison, project design, job costing, budget and subcontract administration, personnel supervision, technical review, and all aspects of quality control and contract fulfillment for Federal, State, and local government agencies, and private-sector clients. Also, Mr. Brown has instructed for CalRecycle on CEQA practice throughout the Central Valley and has testified as an expert witness on CEQA compliance.

Mr. Brown's relevant bioenergy experience includes:

- Buena Vista Biomass Use Permit Amendment EIR, Amador County, CA - Managed the Buena Vista Biomass Project EIR, which included repowering and conversion of an existing 18.5-MW electric generation facility to a renewable wood waste biomass energy facility to meet a SMUD Power Purchase Agreement.
- Palo Alto Dry Anaerobic Energy/Compost Facility Initial Study, Palo Alto, CA - Managed the preparation of an Initial Study for a proposal to recover energy from methane derived from dry anaerobic digestion of food scraps, yard trimmings, and possibly wastewater biosolids. The Initial Study included a detailed analysis of anticipated greenhouse gas emissions.
- San Joaquin Renewables Woody Biomass to Renewable Natural Gas, McFarland, CA – Prepared and managed an Initial Study/Mitigated Negative Declaration for the City of McFarland. Project is a 1,500 Bone Dry Tons of woody biomass to be gasified and turned into Renewable Natural Gas. This RNG will be used to create electricity to run the conversion process and to be injected into the collocated natural gas pipeline.
- Jess Ranch Composting and Anaerobic Digester Facility EIR, Alameda County, CA - Managed the Jess Ranch Facility EIR in eastern Alameda County. The Jess Ranch project included the receipt of up to 2,000 tons per day of organic materials including food waste, green waste and wood waste, and use of an anaerobic digester.
- Gonzales Landfill Gas-to-Energy Facility Mitigated Negative Declaration, Monterey County, CA - Managed an Initial Study for a gas compression system at the Johnson Road Landfill, a power plant at an alternative site, and a pipeline extension to a winery to meet energy demands.

Mr. Brown has a B.A. in Environmental Studies and a B.A. in Geography from the University of

California Santa Barbara.

David Augustine, Senior Management & Conversion Technology Consultant

David Augustine has over forty years' experience in environmental analysis, management, and compliance and the economic and financial analysis of electric generating facilities using both fossil fuel and biomass resources. He has worked for electric and natural gas utilities and a number of management, energy, and environmental consulting firms. Clients worked for have included power plant developers, residential developers, biomass electric generation developers, and federal, state and local government agencies including the DOE, DOT and the California Public Utilities Commission.

Mr. Augustine completed a financial feasibility analysis for a biomass CHP project in the Lake Tahoe Basin. He analyzed three different biomass power technologies – advanced direct combustion, gasification, and hybrid gas turbine. He also recently completed a financial analysis for a large urban district heating system (steam for heating and cooling purposes) that is converting from natural gas to woody biomass resources. Additionally, Mr. Augustine has conducted economic and financial analysis of the feasibility of a third AC transmission line from the Northwest to California, the economic feasibility of restarting a solar powered electric generating facility, estimation of the costs of generating power using various generating technologies, and analyses of cogeneration facilities. He has developed cost methodologies and prices that electric utilities should pay cogeneration and small power producers and analyzed alternative power generation sources to a proposed large hydroelectric generating facility.

Mr. Augustine has spent several years performing acceptance tests on generating equipment and calculated heat balances and analyzed and selected equipment for biomass and fossil fuel-fired cogeneration projects.

Mr. Augustine has a B.S. in Mechanical Engineering/Power, a M.S. in Business Administration/Finance, and a J.D. in Business Entities/Securities Regulation.

Meredith Roberts, Associate Consultant

- Results driven corporate strategy director with strong background in communications, operations, and business development. Extensive experience in cleantech, renewables, and sustainability. Ms. Roberts has considerable experience with the development and deployment of biomass gasification to produce electricity, liquid biofuels, and hydrogen.
- Director of External Relations, Sierra Energy - Davis, CA - Developed and executed communications and managed relationships with government, academic, military, and NGO partners. Closed out over \$8 million in grants from the Department of Defense, and California Energy Commission and projects with research partners.

- Environmental Manager, Sierra Energy - Davis, CA - Managed legislative and regulatory agency relationships. Ensured that bioenergy facility operations complied with local, state and federal environmental regulations. Negotiated permit updates for a plant located on a Department of Defense facility in Central California. Developed and enforced environmental strategies to reduce contaminations.
- Executive Director, Hay Creek Watershed Association, Berks County, PA - Led successful wetland mitigation projects with local quarry group. Completed several grant funded stream bank restorations in partnership with landowners. Managed all aspects of fundraising, operations, communications, and volunteer activities.

Ms. Roberts has a B.S. in Entomology and an M.B.A. from the University of California at Davis.

Alternative Personnel and Contractors

TSS reserves the ability, with concurrent from Mono County, to utilize other personnel and contractors during the course of the proposed work. TSS wants to insure the “best and brightest” bioenergy development personnel are able to work on this assignment for its successful implementation.

Relevant TSS Project Experience

Biomass Utilization Solutions for Forest Fuels Reduction Activities for the Eastern Sierra

Client: Cal Trout

Location: Mono County, CA

Services: Forest Feedstock Supply Availability and Cost Economic and Environmental Benefits Review, Financial Analysis, and Value-Added Conversion Technology Review and Selection.

Contact: Sandra Jacobson, Cal Trout, sjacobson@caltrout.org

TSS partnered with Cal Trout on a National Fish and Wildlife Foundation grant and conducted the necessary work to prepare three reports – 1) “*Biomass Feedstock Supply Availability and Cost Analysis for the Mammoth Lakes Region*,” (prepared for Cal Trout, October 2021); 2) “*June Mountain Fuels Hazardous Forest Fuels Reduction Utilization and Removal Options*” (prepared for Cal Trout, June 2022), and; 3) “*Biomass Utilization Solutions for Forest Fuels Reduction Activities for the Eastern Sierra*” (prepared for Cal Trout, September 2022). The June Mountain study looked principally at the ongoing forest treatment activities at the June Mountain Ski Resort, located on June Mountain approximately eight air miles north of the TOML. It analyzed short-term solutions for the disposal or utilization of the forest slash and log produced in earlier forest treatment activities at the mountain.

The second study presented and analyzed potential solutions based on the previous analysis of utilization options for waste woody biomass at June Mountain, and for ongoing and future forest treatments to reduce the overstocked and unhealthy conditions of the Mammoth Region forestlands. Lessons learned and utilization options analyzed in these studies are transferrable to other planned forest treatment sites and woody biomass types. A decision tree was prepared for site-specific biomass processing needs using the study analyses to determine the optimal approaches to achieve the best solution.

Bioenergy Solutions for Forest Fuels Reduction Activities for the Eastern Sierra

Client: Whitebark Institute

Location: Mono County, CA

Services: Value-Added Conversion Technology Review and Selection, Project Siting Review.

Contact: Janet Hatfield, Whitebark Institute, janet@whitebarkinstitute.org

This study incorporates technology evaluation, and preliminary siting review, for longer-term woody biomass utilization systems can be used for the planned Eastern Sierra fuels reduction projects below, and any additional projects promulgated in the future in the region. The long-term woody biomass utilization system was determined to be a forest-sourced biomass electric

biomass power plant that would obtain a Bioenergy Market Adjusting Tariff Power Purchase Agreement from Southern California Edison.

This study went on to conduct a bioenergy technology evaluation, and siting analysis. Five biomass to electric technology providers were ultimately determined to have the technology and experience to potentially construct and operate a bioenergy facility at the recommended Casa Diablo site.

Biomass Feedstock Supply Availability and Cost Analysis for the Mammoth Lakes Region

Client: Cal Trout

Location: Mono County, CA

Services: Forest Feedstock Supply Assessment and Procurement Costs

Contact: Sandra Jacobson, Cal Trout, sjacobson@caltrout.org

TSS was retained by California Trout (Cal Trout) to conduct a forest biomass feedstock supply availability and cost analysis for the Mammoth Lakes, Mono County region. TSS implemented the following tasks in support of this feedstock assessment:

- A woody biomass feedstock supply market analysis to determine current feedstock pricing and availability trends within the feedstock study area as selected in the siting area analysis.
- A competition analysis of feedstock currently available in the target area in relation to competing plants and/or competing uses. Estimated current delivered prices (\$/bone dry ton) for woody biomass feedstock.
- Identification of future feedstock supply sources and risks. Provided a five-year feedstock pricing forecast using an optimized blend of feedstock types. Summarized potential and economically available feedstocks compared with projected annual feedstock use to ascertain the feedstock coverage ratio. Recommended the optimized project scale considering sustainable, economically available feedstocks and the targeted site's heat load and/or energy load.

Biomass Power Generation Technical Services and Policy and Regulatory Support

Client: Southern California Edison

Location: California

Services: Forestry and Natural Resource Management, Biomass Utilization, Renewable Energy and Fuels Project Development, Fuels Assessment, Climate Change and GHG Technical Modeling, Regulatory and Policy Analysis.

Contact: Allen Leven, Allen.Leven@sce.com

TSS provided technical services supporting Southern California Edison for the procurement of biomass electricity generation. This included conducting a fuels assessment and procurement

study, financial analysis of fuels markets, technology assessment of potential generation and environmental control technologies, and regulatory and policy analysis of California environmental, greenhouse gas, and climate change laws and regulations. The analytical services included an in-depth review of California’s climate change laws and regulations and provided strategic advising on regulatory risk hedging by utilizing resources available for greenhouse gas sequestration and emissions avoidance. Particular focus was placed on providing strategic guidance on AB32 and SB 1368 measures, and their application to biomass generation opportunities.

Biomass Fuel Availability and Feasibility Review for Siting Biomass Power Facilities Within El Dorado County

Client: El Dorado County Fire Safe Council

Location: El Dorado County, California

Services: Woody Feedstock Supply Availability and Cost, Siting Review, Feedstock Transportation Analysis, Biomass Power Sales Review, and Future Feedstock Supply Sources and Risks.

Contact: Greg Stanton, greg.staton@edcgov.us

The El Dorado Fire Safe Council (EDFSC) retained TSS to conduct a preliminary feasibility study that concentrates its efforts on the review of key biomass fuel availability constraints and parameters. TSS has focused on these constraints because they have the potential to impact the long-term sustainable supply of economical biomass fuel within El Dorado County. The EDFSC represents stakeholders that are interested in siting biomass power generation facilities within the county.

Primary drivers include:

- Creating a market-driven solution to support forest fuels reduction and forest restoration/remediation activities within El Dorado County.
- Improving air quality impacts by finding alternative uses for woody biomass material that would normally be burned in the open, thus impacting air quality and contributing to regional haze.
- Reducing the amount of woody material now being deposited in local landfills, thus extending the service life of the landfills.
- Supporting renewable energy development, thus diversifying local power generation and providing opportunities to efficiently utilize waste material (wood waste) for co-generation of both power and heat.
- Providing employment opportunities in the form of sustainable living-wage jobs. Stakeholders have expressed optimism that a proposed biomass project in El Dorado County would create additional jobs and tax revenues for local communities.

The Forest Biomass Business Center – Conditional Use Permit, CEQA Analysis, and Project Development Advisor

Client: The Camptonville Community Partnership

Location: Camptonville, California

Services: CEQA and Environmental Permitting Review, Facility Siting, Land Use Entitlement, Air Emissions and GHG Analysis

Contact: Cathy LeBlanc, cathy@theccp.org

TSS prepared and submitted a Conditional Use Permit application for the proposed forest-sourced 5 MW direct combustion power plant and woody biomass utilization facility to be located on a former large sawmill site. Working closely with the Yuba County Planning Department and Feather River Air Quality Management District, TSS prepared applicant-supplied Initial Study environmental information for all the environmental factor sections of CEQA Appendix G (the CEQA Environmental Checklist), which was used in the County's Mitigated Negative Declaration (MND). The MND and the CUP was approved by the Yuba County Planning Commission.

Mr. Tornatore is currently serving as the Project Development Advisor to the Board of Directors for the Forest Biomass Business Center, a non-profit organization formed by the Camptonville Community Partnership stakeholder for the express purposes of developing the biomass power plant, along with potential collocated uses such as a small sawmill, and electric vehicle charging station.

Biomass Gasification for Combined Heat and Power Application in the SMUD Region

Client: Sacramento Municipal Utility District

Location: Sacramento, CA

Services: Advanced Combustion and Gasification Technology Deployment, Technology Assessment, General Biomass Technical Services, Fuel Procurement Plan, Project Permitting.

Contact: Val Tiangco, Valentino.Tiangco@smud.org

Sacramento Municipal Utility District (SMUD) allocated funds through the sale of allowances under the California Air Resources Board's (CARB) Cap-and-Trade program to invest in projects that offset the emissions of greenhouse gases to the atmosphere. One of the projects SMUD intends to help develop and co-fund is a 3-megawatt (MW) biomass gasification system for combined heat and power (CHP) application within the SMUD service territory. SMUD retained TSS Consultants (TSS) to prepare the criteria for the selection of a host site and a feedstock procurement plan for the proposed gasification project.

TSS identified 45 potential sites in the SMUD service territory meeting at least one of the three major criteria (CHP potential, wood processing activities, and zoning). Using another three critical criteria (land use zoning, grid infrastructure, and available space), TSS removed 22 of the prospective host sites from further consideration. The remaining 23 sites were evaluated by nine criteria, the three critical criteria and six secondary criteria (heating and cooling load

potential, proximity to sensitive receptors, onsite and neighboring feedstock availability, road access, environmental cleanup status, and water supply and discharge infrastructure). The highest-ranking site owner was approached by TSS and ultimately signed a letter of commitment to host the gasification system.

Feasibility Study for a Wood to Energy Facility at Camp Navajo, Arizona

Client: Arizona Department of Emergency and Military Affairs

Location: Northern Arizona

Services: Forest Feedstock Supply Availability and Cost, Facility Siting Review, Environmental Permitting Review, Economic and Environmental Benefits Review, Financial Analysis, and Technology Assessment.

Contact: Gerald Paulus, Gerald.paulus@fmo.azdema.gov

The Arizona Department of Emergency and Military Affairs (AZDEMA) retained TSS Consultants to provide services in support of a biomass feasibility study for siting a wood-to-energy facility on or near Camp Navajo. Camp Navajo is a 28,413-acre Army National Guard training site and Department of Defense storage site located 12 miles west of Flagstaff, Arizona. Approximately 18,700 acres of Camp Navajo is ponderosa pine dominated forest cover.

This study reviewed a variety of technologies and the associated feasibility of siting a commercial-scale wood-to-energy facility at Camp Navajo that will assist the Arizona Army National Guard in achieving energy resiliency and energy security as well as improve forest health and promote economic development in Northern Arizona. Key objectives of the feasibility study are outlined below.

- Analyze the long-term availability of forest feedstock tributary to Camp Navajo. Confirm current infrastructure, land ownership, transportation system and costs to source forest feedstocks.
- Review five promising biomass wood-to-energy technologies and recommend the most appropriate technology.
- For the recommended technology, confirm optimal scale of the facility (power and heat output). Confirm optimal wood material processing methodology that will provide fuel meeting the recommended technology fuel specifications.
- Estimate capital expense for installation of the recommended technology (all in cost). Estimate cost to operate and maintain this facility (annual O&M costs).
- Determine the opportunity to market power and heat produced (and other byproducts).
- Conduct financial analysis (including return on investment, payback period) to assess economic viability of the wood-to-energy business model.
- Conduct environmental review of recommended technology to confirm environmental

impacts (including air emissions, water usage, water discharge, ash output, truck traffic).

- Identify commercial-scale value-added technologies that could be collocated with the wood-to-energy facility to optimize economic utilization of the site (e.g., OSB facility, wood processing cluster, solar/wind resources)

Detailed Cost Estimate

PERSONNEL HOURS BY TASK										
TASK NO.	TASK	Tad Mason	Fred Tornatore	M Roberts/P Nevis	E. Engineer	Project Engineer	Doug Brown	Cultural Specialist	TOTAL	Start/End Dates
1	TASK 1 Select Potential Bioenergy Developer		80	24					104	8/1/24-10/31/24
2	TASK 2 Develop Site Control		96	24					120	8/1/24-12/31/24
3	TASK 3 Develop Feedstock Procurement Plan/Stewardship	75	20						95	10/1/24-9/30/25
4	TASK 4 Interconnection & PPA		84		100				184	11/1/24-8/30/25
5	TASK 5 Preliminary Engineering and Design		25			82			107	1/1/25-6/30/25
6	TASK 6 CEQA/NEPA Review		90	52			315	48	505	1/1/25-5/31/26
7	TASK 7 Land Use/Air Permitting		100	110					210	1/1/25-5/31/25
8	TASK 8 Community and Regulatory Agency Outreach/Support		40	50					90	11/1/24-9/30/26
9	TASK 9 Project Management		80	40					120	8/15/24-9/30/26
	TOTAL HOURS	75	615	300	100	82	315	48	1535	
	Hourly Fee	\$185.00	\$185.00	\$145.00	\$200.00	\$195.00	\$210.00	\$185.00		
	Admin/Overhead	N/C	N/C	N/C	N/C	N/C	N/C	N/C		
	Total Fees	\$13,875	\$113,775	\$43,475	\$20,000	\$15,990	\$66,150	\$8,880	\$282,145	
										Travel & Expenses
										\$4,944
										Graphics and Report Copies
										\$2,000
										SCE Interconnect Study Fee
										\$10,800
										TOTAL
										\$299,889

Detailed Cost Estimate Notes

The above detailed cost estimate is a not to exceed amount in line with the amount awarded to Mono County by the U.S. Forest Service Wood Innovations Grant Program. TSS has conducted other projects under this federal grant program has not exceeded the costs per the scopes of work for such projects. TSS also believes that there can be additional grant dollars available for this project as it moves from pre-development to construction and commissioning and has already been working with organizations such as the U.S. Department of Energy regarding such funding.

Project Execution Statement

TSS currently is conducting other bioenergy and biomass utilization projects, including ones similar to the Mono County RFP project. However, the work on these other projects will not affect TSS ability, along with its subcontractors, to conduct the work outlined in the Scope of Work section above, and within the schedule also included above.



Frederick Tornatore
Chief Technical Officer
TSS Consultants
May 31, 2024

Required Insurance Statement

TSS has the ability to meet all required insurance instruments as stated in the RFP. However, we do require automobile insurance as the company owns no vehicles for business use. In addition, TSS can supply the necessary form that exempts TSS from having to have employee workman's compensation.



**Frederick Tornatore
Chief Technical Officer
TSS Consultants
May 31, 2024**

Disclosures

TSS Consultants has no financial, business, or other relationship with Mono County or an Mono County employee that will have an impact upon the outcome of the selection process for this RFP.



Frederick Tornatore
Chief Technical Officer
TSS Consultants
May 31, 2024

Recommendation Letters

- County of Mono
- Whitebark Institute
- Camptonville Community Partnership/Forest Biomass Business Center
- West Yost (Placer County Bioenergy Project)

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

June 16, 2014

Tad Mason
TSS Consultants
2724 Kilgore Road
Rancho Cordova, CA 95670

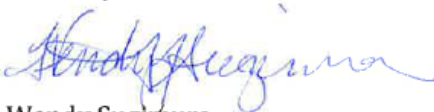
RE: EASTSIDE BIOMASS PROJECT TEAM FEASIBILITY STUDY

Dear Tad:

The *Comprehensive Feasibility Study for a Heat and/or Power Biomass Facility and Expanded Forest Products Utilization in Mono County, California* is complete! This accomplishment is directly attributable to the great partnership formed with your company, the US Forest Service, Bureau of Land Management, Mammoth Lakes Fire Protection District, Town of Mammoth Lakes, GC Forest Products, and Mammoth Mountain Ski Area. We were a diverse group with varying needs and interests, and your expertise helped us navigate the complexities of siting a biomass plant and define potential projects. Detailed analysis by TSS added much value and allowed the Project Team to clearly understand the financial, technical, and environmental implications of woody biomass utilization for bioenergy production in Mono County. Your report findings and presentations provided clearly understandable results tailored to fit the target audience.

The Project Team will continue to explore developing projects as opportunities arise. We are currently considering a potential thermal-only facility in Bridgeport, California. We could not have built the knowledge and capacity to work on these projects without your expertise and assistance. Thank you!

Sincerely,



Wendy Sugimura
Associate Analyst



Mono County Board of Supervisors
PO Box 8
Bridgeport, CA 93517

May 24, 2024

To Whom it May Concern,

For over 12 years, multiple eastern Sierra partners have worked to solve forest biomass utilization needs for this region, none of it would have been possible without the help of TSS Consultants. TSS won a competitive bid for a 2011 solicitation from the County and delivered a [Comprehensive Feasibility Study for a Heat and/or Power Biomass Facility and Expanded Forest Projects Utilization in Mono County, CA 2014](#) report.

Since that time, forestry operations on the Inyo National Forest have been drastically increased in an effort to outpace the wildfire crisis in California, with drastic negative impacts to rural Sierra Nevada Communities. Whitebark Institute and its partners who are leading the efforts to increase local wildfire resilience have elected to continue to work with TSS given their intimate knowledge of the eastern Sierra after a long history of working in this region. This decision was based off performance reviews from their prior work as well as their clear understanding of the unique challenges of biomass utilization in the remote and isolated region.

During my time working with TSS, I have been impressed with the professionalism, extensive knowledge in the subject area, and their strong relationships with ORMAT technologies and Southern California Edison from a career spent working in this field. Specifically, Mr. Tomatore's personal relationships with ORMAT led to the critical solve around co-locating a facility at the Casa Diablo Geothermal Plant at the Jct. of State Hwy 203 and 395. Sighting a facility is one of many cruxes to overcome working in the eastern Sierra due to our unique land jurisdiction and the inability to site these facilities on public land.

As impressive, TSS guided us to the unanimous technology selection of West Biofuels, a company who wasted no time and were quickly awarded a \$30 Million grant from Department of Energy to build three community scale (3MW) bioenergy facilities in the Rural Sierra Nevada, Burney, Mariposa and Mammoth Lakes, while countless other communities struggle to solve this piece of the puzzle. TSS also opened the discussion with West Biofuels to investigate utilization of local organic waste and biosolids to help solve for Mono County's solid waste issues on top of forest waste in our region, a win, win for all involved if that addition proves feasible.

administrator@whitebarkinstitute.org | 3399 Main Street, Suite W5 Mammoth Lakes, CA 93546 | PO Box 182

www.whitebarkinstitute.org



Few regions in the Sierra have made the progress we have toward achieving wildfire resilience, and the realization of a bioenergy facility here would open the doors for many other projects to move forward without solving for the same problem repeatedly for decades to come.

Whitebark certainly wouldn't have made a fraction of the progress without the expertise and support from TSS consultants to help us solve this vital problem related to the health and welfare of our forests and communities. Given time is of the essence, and to date we have not had any concerns about TSS's ability to deliver on their work, we strongly urge Mono County to make a swift decision and award this contract to the consultants who has made a substantial prior investment in our region. There is no time to waste at a time when so much is at stake.

Sincerely,

A handwritten signature in black ink that reads "Janet Hatfield". The signature is fluid and cursive.

Janet Hatfield

Forest Resilience Program Director
Whitebark Institute



Camptonville Community Partnership, Inc
 P.O. Box 218, Camptonville, California 95922
 Phone: (530) 288-9355 Fax: (530) 288-1908
corrin@theccp.org

Board of Directors

James Garrison
 President

Stephanie Williams
 Treasurer

Rita Ortega
 Secretary

Sheri Elliot
 Board Member

Joel Morsberger
 Board Member

Executive Director
 Tracey Munson

**Programs at
 The Camptonville
 Resource Center**

"1,2,3 Grow"

**Community Outreach
 & Advocacy**

**Camptonville Bio-
 Energy Project**

STAFF:

Cathy LeBlanc
 Corrin Burdett
 Lindsey Nitta
 LaWana Zerwick
 Amber Merhmann
 Sheerene Meherizi
 Yevgeny Salganik
 Lora Miller
 Stephanie Williams

"Rural people working together for a safe, sustainable, and healthy community"

May 27, 2024

Mono County Board of Supervisors
 P.O. Box 8
 Bridgeport, CA 93517

**Subject: Experience With TSS Consultants On The Development Of A
 Community Scale Bioenergy Facility In Yuba County**

To Whom It May Concern:

The Camptonville Community Partnership (CCP) is a 501(c) 3 organization located in the Yuba County section of the Sierra Nevada foothills. The CCP, through its fully owned Forest Biomass Business Center (FBBC) has been going through the pre-development and development processes to have a community-scale 5-megawatt (MW) forest-sourced biomass power plant install and operating in Eastern Yuba County. Along with this bioenergy facility, a collocated sawmill is also proposed. These facilities will provide long-term benefits to the local and regional forests and communities, and significantly aid in the wildfire reduction activities occurring throughout the region.

Frederick Tornatore, Chief Technical Officer of TSS Consultants (Sacramento, CA) has been involved in the development of the FBBC for several years now. He has been of instrumental value in the siting and permitting of the facilities at their current location and continues to work with CCP and the FBBC utilizing his significant bioenergy and biomass utilization experience. Mr. Tornatore is also currently acting as an biomass advisor to the FBBC Board of Directors and assisting them with the many decisions that community-scale bioenergy facility pre-development and development activities require. Mr. Tornatore tells us he is dedicated to seeing our biomass projects come to fruition.

Mr. Tornatore will provide you with great experience and technical, economic/financial, and environmental expertise in the biomass utilization sector. He also has considerable experience working on, and in some cases initiating, projects funded by the U.S. Forest Service Wood Innovations Grant program. As such, and in light of his direct experience with the CCP and FBBC, we definitely recommend Mr. Tornatore, and the TSS team, in working with Mono County, and specifically the Mono County Office of Emergency Management in the execution of the bioenergy facility pre-development work efforts.

Sincerely,

Cathy LeBlanc/Special Advisor to the Executive Director



2020 Research Park Drive
Suite 100
Davis, CA 95618

530-756-5905 phone
530.756.5991 fax
westyost.com

Mono County Board of Supervisors
PO Box 8
Bridgeport, CA 93517

May 29, 2024

To Whom it May Concern,

During the past decade Placer County has been trying to develop and build a biomass facility that could take all the woody biomass from forest restoration and community fuel breaks in the Lake Tahoe region and convert it to a positive use. While I was the Project Manager for Placer County's forestry and biomass efforts (2006 – 2020), we engaged TSS Consultants in many categories in that development. Initially they won a competitive Feasibility Study for a Heat and/or Power Biomass Facility. Later they supported multiple efforts including a Fuels Assessment, an Environmental Review, Air permitting, a Conditional Use Permit and technological assessment of the developer's design. Unfortunately, the economics at that time did not allow for the construction of the facility but it laid the groundwork for what is happening today. Placer County recently has hired me to assist in the development of that facility and I made sure to bring TSS back onto the team for this effort. TSS has supported the county and West Yost in the past two years by helping to refresh the fuels assessment, the potential technology options and most recently we are in the middle of reviewing RFI responses to recommend to the County to go forward and build the facility.

During my time working with TSS, I have been impressed with the professionalism, extensive knowledge in the subject area, and their strong relationships with developers of biomass conversion technology, air permitting agencies as well as public utilities from a career spent working in this field. Specifically, Mr. Tornatore's personal relationships and technical knowledge have propelled him to be one of the region's top biomass experts and he has a track record of performance unmatched in this industry.

Please feel free to contact me if you have questions or would like additional information.

Sincerely,
WEST YOST

A handwritten signature in black ink, appearing to read 'BStorey', written over a light blue horizontal line.

Brett Storey, Watershed Program Director
307.409.6877
bstorey@westyost.com



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Amendment to Agreement with Cri-Help, Inc., for the Provision of Residential Substance Use Disorder Treatment Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract amendment with Cri-Help, Inc. pertaining to the provision of Residential Substance Use Disorder Treatment Services.

RECOMMENDED ACTION:

Approve, and authorize Chair, to sign contract amendment with Cri-Help, Inc. for provision of Residential Substance Use Disorder Treatment Services, for the period July 1, 2023, through June 30, 2025, and a not-to-exceed amount of \$220,000.

FISCAL IMPACT:

The proposed amendment will increase the 12 month not-to-exceed amount from \$75,000 to \$110,000 and the total 2 year contract amount from \$150,000 to \$220,000. There is an available budget remaining in FY 2023-24 and this is included in the Department's requested budget for FY 2024-25. These services are paid for through a combination of funding sources, including the Substance Use Block Grant (SUBG), Drug Medi-Cal (DMC), and 2011 realignment.

CONTACT NAME: Jessica Workman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Cri-Help Amendment June 2024 Staff Report
Cri-Help 5 Amendment 2024
Cri-Help 7.1.23-6.30.25 Agreement Final

History

Time	Who	Approval
6/11/2024 9:34 AM	County Counsel	Yes
6/11/2024 12:03 PM	Finance	Yes
6/13/2024 8:15 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Director, Mono County Behavioral Health

DATE: June 18, 2024

SUBJECT:

Contract Amendment with Cri-Help, Inc., for the Provision of Residential Substance Use Disorder Treatment Services.

DISCUSSION:

Mono County Behavioral Health has contracted with Cri-Help for Residential Substance Disorder (SUD) Treatment for Spanish-speaking clients since 2020. Residential (SUD) Treatment is a non-medical, residential program which provides rehabilitation services to clients with a SUD diagnosis. Clients live on premises and are supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems. Services are provided in a 24-hour structured environment located in Los Angeles County.

Mono County Behavioral Health has seen an increase in need for Residential SUD Treatment Services in the current fiscal year. In order to accommodate the increased need, this amendment proposes to increase the 12 month not to exceed amount from \$75,000 to \$110,000 for each year. This will increase the total 2 year contract not to exceed amount from \$150,000 to \$220,000.

SUBMITTED BY:

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

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
CRI-HELP, INC. FOR THE PROVISION OF
RESIDENTIAL SUD TREATMENT SERVICES**

This Agreement and First Amendment is entered into by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Cri-Help, Inc., of North Hollywood, California (hereinafter, "Contractor"), for the purpose of amending that certain Agreement between the County and Contractor entered into on or about August 4, 2023, and pertaining to Contractor's provision of Residential Substance Use Disorder Treatment ("Residential SUD Treatment") services to the County (the "Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

WHEREAS, the parties entered into the Agreement for the purpose of Contractor providing Residential SUD Treatment services; and

WHEREAS, County subsequently determined that its need for Residential SUD Treatment services is greater than anticipated, that the Agreement's contract limit is insufficient for County's current needs, and that to meet the County's current need for Residential SUD services, the contract limit must be increased; and

WHEREAS, subsequently, Contractor and County determined that it would be beneficial to both parties to increase the contract limit to allow for Contractor to provide additional Residential SUD Treatment services; and

WHEREAS, accordingly, there is a need to amend the contract limit of the Agreement to provide for such additional Residential SUD Treatment services.

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Agreement ("Limit Upon Amount Payable") is hereby amended to increase the contract limit from \$150,000 to \$220,000 and increase the contract limit for any 12-month period from \$75,000 to \$110,000.
2. All other provisions of the Agreement not modified herein shall remain in full force and effect.
3. This Agreement and First Amendment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement and First Amendment, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

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

COUNTY OF MONO:

CONTRACTOR:

Date

Date

Approved as to Form:

County Counsel

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRI-HELP, INC
FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono, a political subdivision of the State of California (hereinafter referred to as "County") may have the need for Residential SUD Treatment services of Cri-Help, Inc of North Hollywood, CA, an incorporation (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2023, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$150,000.00, not to exceed \$75,000.00 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

9. STATUS OF CONTRACTOR

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

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

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

For contracts that renew annually, termination for failure to provide required insurance certificates and endorsements shall be as set forth in paragraph 8.

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:
Mono County Behavioral Health
Attn: Robin K. Roberts, Director
P.O Box 2619
Mammoth Lakes, CA 93546
Behavioralhealth@mono.ca.gov

Contractor:
CRI-HELP, INC.
11027 Burbank Blvd
North Hollywood, CA 91601

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of the agreement a photocopy, facsimile, .pdf, and electronically scanned signature,

including but not limited to DocuSign or similar service, shall be deemed to be as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO

CONTRACTOR

By: Mary Booker

By: Brandon Fernandez
Brandon Fernandez (Aug 2, 2023 16:52 PDT)


Title: Interim County Administrative Officer

Title: CEO


Dated: Aug 4, 2023

Dated: Aug 2, 2023

APPROVED AS TO FORM:


County Counsel

APPROVED BY RISK MANAGEMENT:


Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND CRI-HELP, INC FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES

TERM:

FROM: July 1, 2023 TO: June 30, 2025

SCOPE OF WORK:

Residential SUD Treatment is a non-medical, residential program which provides rehabilitation services to clients with SUD diagnoses. Each client shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems. Services are provided in a 24-hour structured environment.

The Components of Residential SUD Treatment services are:

- Intake
- Individual Counseling
- Group Counseling
- Collateral Services
- Care Coordination
- Crisis Intervention
- Treatment Planning
- Discharge Planning

Intake: The process of admitting a client into a SUD treatment program. Intake includes the evaluation or analysis of SUD; the diagnosis of SUD; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for SUD treatment.

Individual Counseling: Contacts between a client and a therapist or counselor.

Group Counseling: Contacts in which one or more therapists or counselors treat two or more clients at the same time, focusing on the needs of the individuals served.

Collateral Services: Sessions with therapists or counselors and significant persons in the life of the client, focused on the treatment needs of the client in terms of supporting the achievement of the client's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the client.

Care Coordination: Provision of or arrangement for transportation to and from medically necessary treatment, assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary.

Crisis Intervention: Contact between a therapist or counselor and a client in crisis. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the client an imminent threat of relapse. Crisis intervention services shall be limited to stabilization of the client's emergency situation.

Treatment Planning: The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan shall include: a statement of problems to be addressed, goals to be reached which address each problem, action steps which will be taken by the provider and/or beneficiary to accomplish identified goals, target dates for accomplishment of action steps and goals, and a description of services, including the type of counseling to be provided and the frequency thereof.

Discharge Planning: The process to prepare a person for the post treatment return or reentry into the community, and the linkage of the individual to essential community treatment, housing and human services.

Provider Qualifications

Services are provided by a qualified SUD treatment professional functioning within the scope of his/her practice as defined the California Code of Regulations, Title 9, Section 13005(a)(4) A-F.

A SUD treatment professional can qualify to provide alcohol and other drug (AOD) counseling in one of the following ways:

- As a registrant in a certifying organization that is accredited with the National Commission for Certifying Agencies (NCCA); the registrant must be enrolled in a counseling certification program and complete counseling certification requirements within five years.

- The County shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations.

- As an AOD counselor, certified by an organization that is accredited with the NCCA; qualifications to become_ certified as an AOD counselor are described in Title 9, Section 13040):

- As a licensed practitioner of the healing arts (LPHA), defined as physicians (MD or DO); nurse practitioners (NP); physician assistants (PA); registered nurses (RN); registered pharmacists (RP); licensed clinical psychologists (LCP); licensed clinical social workers (LCSW); licensed professional clinical counselors (LPCC); licensed marriage and family therapists (LMFT); and licensed-eligible LPHAs. The LPHAs must provide services, and receive supervision required under their respective scope of practice laws.

Persons to be Served: Male and female adults 18 and older

Service Delivery Site(s)

1) Pflieger Residential, 11027 Burbank Blvd. North Hollywood, CA 91601

2) Socorro Residential, 4493, 4445, 4455 Burns Ave, Los Angeles, CA 90029

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Hatch Act

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit E, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit E for additional information.

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).

2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).

3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications (45 CFR 162.915 (c)).

4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the

current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at: <https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.

B. Reduce barriers to patients' accepting TB treatment.

C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also

engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/AN communities within the County.

15. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

16. Youth Treatment Guidelines

County must comply with DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and adopted. Youth Treatment Guidelines are posted online at: <https://www.dhcs.ca.gov/provgovpart/Pages/Youth-Services.aspx>

17. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

19. Federal Law Requirements:

A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.

B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.

D. Age Discrimination in Employment Act (29 CFR Part 1625).

E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.

I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.

J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.

K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

20. State Law Requirements:

A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).

B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.

D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.

21. Additional Contract Restrictions

A. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

B. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

22. Information Access for Individuals with Limited English Proficiency

A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

23. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts.

Documents Incorporated By Reference

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

1. Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services

2. Minimum Quality Drug Treatment Standards for SABG
3. Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
4. SAPT Authorized and Restricted Expenditures Information (April 2017)
5. Youth Treatment Guidelines

Additional Requirements

- Initial treatment plans / problem lists shall be completed, signed, and dated by the counselor within fifteen (15) calendar days of admission to treatment. The LPHA shall review, approve, sign, and date the plan within fifteen (15) calendar days of the counselor's signature.
- Treatment plans / problem lists shall include the signature and date on the following: client, primary counselor, reviewer (supervisor), and LPHA. Treatment plans / problem lists shall also include documentation of coordination with referral source, if applicable.
- Treatment plan / problem list goals shall include short and/or long term goals, which address all problems identified upon intake or assessment, and contain relevant corresponding action steps and target dates for the resolution of each problem.
- Treatment plan / problem list updates shall describe the client's progress with each treatment plan goals or objectives.
- Treatment plan / problem list updates shall be reviewed, signed, and updated by the counselor no later than ninety (90) calendar days after signing the initial treatment plan and no later than ninety (90) calendar days thereafter, or when a change in problem identification or focus of treatment occurs, whichever comes first. Within fifteen (15) calendar days of signature by the counselor, the LPHA shall review, approve, sign, and date the updated treatment plans / problem lists.
- Progress notes shall reference the particular problem identified and any progress towards goals in the treatment plan; and shall clearly identify session as individual, group or collateral.
- Progress notes shall be signed by the counselor, with at least his/her first initial and last name and dated.
- Progress notes shall include the time when the counseling sessions began and ended.
- CRI-Help shall maintain group counseling sign-in sheets, which contain the following information: the date, start and ending time, topic discussed, certified location, printed and signed names of participants and signature of the staff conducting the session. Sign-in sheets shall contain each client's original signature.
- CRI-Help shall post and maintain a monthly calendar of group counseling sessions which includes the topics, certified location, dates, times and counselors.
- CRI-Help shall provide the client with a calendar of counseling sessions the client is scheduled to attend.
- Staff conducting group counseling and individual sessions shall meet the staff qualifications in accordance with the CCR, Title 9, Chapter 8, commencing with Section 13000.
- Group counseling sessions shall be conducted in a manner that: (1) encourages clients to share experiences and information (2) identifies and addresses substance use problems (3) provides opportunities to examine attitudes and behaviors; and (4) supports positive lifestyle changes.
- Attendance to self-help meetings shall be encouraged and client response and/or progress documented in chart.
- A case review shall be conducted and documented in the client's file within thirty (30) days of admission and every ninety (90) days thereafter.
- The agency shall develop a case conference policy and shall include the following: primary counselor and supervisor, documentation of progress toward treatment, any actions to be taken, and include the signatures and dates of those involved.
- Involvement of "significant others" (e.g. spouse, domestic partner, father, mother, grandparent, etc.) in the treatment process when appropriate.
- In cases where clients have a severe mental health diagnosis (e.g. bipolar, schizophrenia, etc.) and are referred from an adult residential facility, the CRI-Help shall obtain written clearance from their mental health provider that the client is mentally capable of benefiting from such treatment.
- Document all coordination with other agencies, including criminal justice agencies, mental health agencies, adult residential facilities, etc. involved with drug abuse programs.

- Direct or referral services to clients, and documentation of such services or referrals, and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education or other services deemed appropriate for contributing to clients' rehabilitation. Services provided through referral shall not be a charge to, nor reimbursable, hereunder.
- Follow-up on former clients in accordance with CRI-Help's written policies and Procedures.
- Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.
- Body fluids testing (urinalysis) which, if performed by CRI-Help in accordance with CRI-Help's written policies and procedures, shall require each client's emission of the urine collected be observed by an employee of CRI-Help and of the same gender as the client to protect against the falsification and/or contamination of the urine sample.
- Information and education on tuberculosis ("TB11) and access to TB screening and services, in accordance with Title 45 Code of Federal Regulations (11CFR") Section 96.127.
- Information and education on the transmission of viral hepatitis and sexually transmitted diseases (STD) shall be provided to clients. STDs are defined as diseases communicable by sexual relations, such as Chlamydia, genital warts, gonorrhea, Hepatitis Band C, herpes, HIV, Human Papilloma Virus (HPV), syphilis, trichomoniasis, and other related diseases. Information on testing sites and service locations shall be provided.

24. Staff Training

- a) The County shall ensure subcontractors complete training on the requirements of Title 22 regulations and DMC program requirements at least annually from either DHCS' MCBHD or the Contractor. The County shall provide documentation of attendance at the annual training to DHCS' e-mail address MCBHDMonitoring@dhcs.ca.gov annually as part of the DHCS Contractor monitoring process.
- b) The substance use disorder medical director's responsibilities shall at a minimum include all of the following: Ensure that provider's physicians are adequately trained to perform diagnosis of substance use disorders for beneficiaries, determine the medical necessity of treatment for beneficiaries and perform other physician duties. A substance use disorder medical director shall receive a minimum of five (5) hours of continuing medical education in addiction medicine each year.

25. DMC Claims

- a) The County shall certify the DMC claims submitted to DHCS represent expenditures eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR 430.30, 433.32, and 433.51). The County shall not knowingly submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from unenrolled or disenrolled providers.
- b) providers shall accept proof of eligibility for Drug Medi-Cal as payment in full for treatment services rendered. Providers shall not charge fees to a beneficiary for access to Drug Medi-Cal substance use disorder services or for admission to a Drug Medi-Cal treatment slot.

26. Record Retention

W&I Code, Section 14124.1- Records required to be kept and maintained under this section shall be retained by the provider for a period of 10 years from the final date of the contract period between the plan and the provider, from the date of completion of any audit, or from the date the service was rendered, whichever is later, in accordance with Section 438.3(u) of Title 42 of the Code of Federal Regulations

27. Licensing

If, at any time, a subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the County shall notify DHCS' Data Management, Reporting, and Evaluation Section by e-mail at DHCSMPF@dhcs.ca.gov within five business days of learning of the revocation, suspension, modification, or non-renewal

28. DMC Postservice Prepayment Utilization Review Reports

DHCS shall issue DMC Postservice Prepayment Utilization Review reports to the County, with a copy to the subcontractor. The County shall be responsible for ensuring the subcontractor's deficiencies are remediated pursuant to Sections 4(A)(1)(b)(i)(1) and (2) herein. The County shall attest the deficiencies have been remediated and are complete, pursuant to Section 4(A)(1)(c) herein.

If programmatic deficiencies are identified, the subcontractor shall be required to submit a Corrective Action Plan (CAP) to the County for review and approval. The County shall submit a County-approved CAP to DHCS within 60 days of the date of the DHCS report.

1. The CAP shall:
 - a. Address each programmatic deficiency
 - b. Provide a specific description of how the deficiency shall be corrected
 - c. Specify the date of implementation of the corrective action
 - d. Identify who will be responsible for correction and who will be responsible for on-going compliance
2. DHCS shall provide written approval of the CAP to the County with a copy to the subcontractor. If DHCS does not approve the CAP, DHCS will provide guidance on the deficient areas and request an updated CAP. The subcontractor shall revise the CAP and submit it to the County for review and approval. The County shall submit a revised County-approved CAP to DHCS within 30 days of the DHCS notification.

- Medical Necessity
 - o Pursuant to W&I Code section 14184.402(a), the Contractor shall make all medical necessity determinations for covered SUD treatment services provided to DMC beneficiaries in accordance with W&I Code section 14059.5, regulations and guidance, including Behavioral Health Information Notice (BHIN) 21-071, issued by the Department pursuant to W&I Code section 14184.402(a), and the requirements set forth below.
 - Placement into the Appropriate Level of Care
 - o In accordance with W&I Code 14184.402(e), the Contractor and DMC providers shall utilize the criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service for DMC beneficiaries.
 - A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary to begin receiving covered and reimbursable SUD treatment services; an abbreviated ASAM screening tool may be used for initial screening, referral, and access to clinically appropriate services.
 - For DMC beneficiaries 21 and over, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
 - DMC beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM criteria shall be completed within 60 days of the DMC beneficiary's first visit with an LPHA or registered/certified counselor.
 - If a DMC beneficiary withdraws from treatment prior completing the ASAM assessment and later returns, the time periods above start over.
- The Contractor shall ensure that DMC providers are utilizing the ASAM criteria to determine the appropriate level of care.
- The Contractor, to the extent applicable, shall comply with "Sobky v. Smoley"
- The Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84, the Americans with Disabilities Act, and other State and federal regulations and laws.
- The Contractor shall not unlawfully discriminate against beneficiaries and potential beneficiaries on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual

orientation (45 C.F.R. § 92.8; Gov. Code § 11135).

- The Contractor shall inform the County when a beneficiary that resides in the Mono County is referred to, and served by them.
- The Contractor shall ensure that its providers are DMC certified prior to the Contractor delivering services under this Contract at the provider sites
- The Contractor shall ensure that they are DMC certified prior to the Contractor delivering services under this Contract at the provider sites.
- The Contractor shall require all providers of covered services to be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. The Contractor shall comply with the following regulations and guidelines, including, but not limited to:
 - o Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8
 - o Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1, (Document 2C)
 - o Minimum Quality Treatment Standards, (Document 2F(a))
 - o Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
 - o Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, et seq.
 - o In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
- All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
- If, at any time the contractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS, the Contractor shall notify the County within five business days of learning of the revocation, suspension, modification, or non-renewal.
- The Contractor shall ensure to keep a record of the beneficiaries being treated at each location. The Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.
- Contractor Monitoring
 - o Program Integrity: The County is responsible for ensuring program integrity of its services and of the Contractor through a system of oversight, which shall include at least the following:
 - Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.51, 42 CFR 431.800 et seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et seq., 42 CFR 456 et seq., 42 CFR 456.23, 22 Cal. Code Regs. 51490, 22 Cal. Code Regs. 51490.1, 22 Cal. Code Regs. 51159, WIC 14124.1, WIC 14124.2, 42 CFR 438.320, 42 CFR 438.416, 42 CFR 438.10, and 42 CFR 438.206.
 - The County will conduct, at least annually (i.e., every 12-months), a programmatic and utilization review of DMC providers to assure covered services are being appropriately rendered. The annual review shall include an on-site visit of the Contractor. Reports of the annual review shall be provided to DHCS' County/Provider Operations and Monitoring Branch.
- The Contractor shall ensure that Drug and Alcohol Treatment Access Report (DATAR) submissions, are complied with by all treatment providers. The Contractor shall attest that they are enrolled in DATAR at the time of execution of the subcontract.
- State Law Requirements:

- o The Contractor shall comply with all State and federal statutes and regulations, the terms of this Agreement, BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Agreement and a State or federal statute or regulation, or a BHIN, the Contractor shall adhere to the applicable statute, regulation or BHIN.
- o Title 9, Division 4, Chapter 8 of the Cal. Code Regs., commencing with Section 13060.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRI-HELP, INC
FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

TERM:

FROM: July 1, 2023 TO: June 30, 2025

SCHEDULE OF FEES:

CRI-Help's residential programs are licensed and certified by the Department of Health Care Services, and accredited by CARF. We are licensed to provide Incidental Medical Services at our North Hollywood facility.

Mono County + CRI-Help, Inc.
FY 23-24 Rate Proposal

ASAM Level 3.2: \$395 per diem

ASAM Level 3.5: \$215 per diem

ASAM Level 3.1: \$245 per diem

Care Coordination: \$50 per 15-minute increment (ancillary to the per diem rate)

MAT / Medication Services: \$50 per 15-minute increment (ancillary to the per diem rate)

Room and Board: \$25 per diem

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

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRI-HELP, INC.
FOR THE PROVISION OF RESIDENTIAL SUD TREATMENT SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between Cri-Help, Inc., (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) Covered Entity. “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement to which this Attachment is attached and made a part of.

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

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

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains

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

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations

and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

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

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in

the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

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

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to

the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

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

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

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

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

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

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

HIPAA BUSINESS ASSOCIATE PROVISIONS

Attachment A to Attachment 8

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

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

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












Cri-Help 7.1.23-6.30.25 Agreement Final

Final Audit Report


2023-08-04

Created:	2023-08-01
By:	Jessica Workman (jworkman@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAApD4Twke_DIHHAkuXhSjP-vQRRrhRmnQ2


"Cri-Help 7.1.23-6.30.25 Agreement Final" History

-  Document created by Jessica Workman (jworkman@mono.ca.gov)
2023-08-01 - 10:07:18 PM GMT- IP address: 162.252.88.209
-  Document emailed to brandonf@cri-help.org for signature
2023-08-01 - 10:12:49 PM GMT
-  Email viewed by brandonf@cri-help.org
2023-08-02 - 1:22:33 AM GMT- IP address: 174.193.157.46
-  Signer brandonf@cri-help.org entered name at signing as Brandon Fernandez
2023-08-02 - 11:52:22 PM GMT- IP address: 100.43.216.234
-  Document e-signed by Brandon Fernandez (brandonf@cri-help.org)
Signature Date: 2023-08-02 - 11:52:24 PM GMT - Time Source: server- IP address: 100.43.216.234
-  Document emailed to Jacob Sloane (jsloane@mono.ca.gov) for signature
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 Document emailed to Mary Booher (mbooher@mono.ca.gov) for signature

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 Document e-signed by Mary Booher (mbooher@mono.ca.gov)

Signature Date: 2023-08-04 - 3:47:47 PM GMT - Time Source: server- IP address: 162.252.90.163

 Agreement completed.

2023-08-04 - 3:47:47 PM GMT





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Contract with Crestwood Behavioral Health Inc., for the Provision of Residential Treatment Services

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed contract with Crestwood Behavioral Health, Inc. pertaining to Provision of Residential Treatment Services.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Crestwood Behavioral Health, Inc. for provision of residential treatment services for the period July 1, 2024, through June 30, 2025 and a not-to-exceed amount of \$126,655.

FISCAL IMPACT:

The total amount of this contract is \$126,655 and is not to exceed \$126,655 per 12-month period. This contract is included in the FY 24/25 proposed budget and is paid for with Mental Health Services Act Full Service Partnership funds.

CONTACT NAME: Jessica Workman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Crestwood 07.01.24 to 06.30.25 Contract Staff Report
Crestwood 07.01.24 to 06.30.25 1. Standard Agreement

History

Time	Who	Approval
6/11/2024 9:37 AM	County Counsel	No
6/11/2024 12:05 PM	Finance	Yes

6/11/2024 10:05 AM	Behavioral Health	Yes
6/11/2024 10:16 AM	County Counsel	Yes
6/11/2024 12:05 PM	Finance	Yes
6/13/2024 8:18 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Director, Mono County Behavioral Health

DATE: June 18, 2024

SUBJECT:

Contract with Crestwood Behavioral Health, Inc. for the Provision of Residential Treatment Services

DISCUSSION:

As a part of the requirements for Mono County Behavioral Health to provide reasonable treatment for those who are conserved under the LPS act, we contract with providers in other counties to provide services we do not have available in our area.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills for individuals to be able to return to a less restrictive setting in the community.

SUBMITTED BY:

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

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Crestwood Behavioral Health, Inc., a Delaware corporation, of Sacramento, California (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2024, to June 30, 2025, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$126,655, not to exceed \$126,655 in any twelve-month period, plus the amount of any change order(s) approved in accordance with authority delegated by the Board of Supervisors (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

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

costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.

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

9. STATUS OF CONTRACTOR

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

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

10. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable, except that Contractor shall not be obligated to indemnify County to the extent of the negligence or wrongful conduct of the County or its employees, agents, representatives or subcontractors.

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:

Robin K. Roberts, Director
P.O. Box 2619
Mammoth Lakes, CA 93546
rroberts@mono.ca.gov
[Click here to enter text.](#)

Contractor:

Crestwood Behavioral Health, Inc.
Attn: Elena Mashkevish, Executive Director of County Contracts
520 Capitol Mall, Ste 800
Sacramento, CA 95814-4716
Elena.mashkevich@cbhi.net

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures,

including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO:

CONTRACTOR:

By: _____

By: _____

Name: John Peters

Name: Elena Mashkevich

Title: Chair, Board of Supervisors

Title: Executive Director of Contracts

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2025

SCOPE OF WORK:

Contractor shall provide residential mental health rehabilitation treatment services to clients of Mono County Behavioral Health who are over the age of eighteen (18) years and who are eligible for specialized mental health services, in a manner prescribed by the laws of the State of California and in accordance with this Agreement.

Services shall be provided for the purpose of stabilizing symptoms of the severely mentally ill and promoting daily living and social skills in order for individuals to be able to return to a less restrictive setting in the community. Contractor shall provide mental health evaluation and treatment for mentally disordered persons admitted to the Contractor's facilities pursuant to this Agreement. The Contractor's professional staff and County case management staff shall determine and mutually agree to the length of stay for each patient.

County case management staff shall coordinate with Contractor's staff on a monthly basis for treatment planning, discharge and aftercare.

If services required by County patients exceed Contractor's capabilities, Contractor may utilize other facilities as mutually agreed upon by the County's Director of Health and Human Services, or designee and Contractor.

A. SERVICES TO BE PROVIDED:

Contractor warrants that it is a MENTAL HEALTH REHABILITATION CENTER (MHRC) and, accordingly, operates under Title 9, California Code of Regulations, Division 1, and the State Department of Mental Health' Policies and Directives.

Participation in MHRCs is limited to facilities that meet the licensing and certification requirements of the California Department of Health Service Licensing and Certification Division and the California Department of Mental Health. Specific "Basic Services" are outlined in Title 22, California Code of Regulations, which describes and defines programs that serve consumers who have a chronic psychiatric impairment and whose adaptive functioning is moderate impaired. Programs focus on the rehabilitation of adults with a history of mental illness who exhibit behaviors that are no adaptable to community placement.

The facility shall have the capability of providing all of the following special rehabilitation program services. Individual programs shall be provided based on the specific needs identified through patient assessments.

CONTRACTOR shall provide the following services which shall include but not be limited to:

1. Self-Help Skills Training
 - a) Personal care and use of medications
 - b) Money management
 - c) Symptom management
 - d) Drug and Alcohol education

- e) Use of public transportation
 - f) Use of community resources
 - g) Behavior control and impulse control
 - h) Frustration tolerance
 - i) Mental health education
 - j) Physical fitness
2. Behavioral Intervention Training
 - a) Behavior modification modalities
 - b) Re-motivation therapy
 - c) Patient government activities
 - d) Group counseling
 - e) Individual counseling
 3. Interpersonal Relationships
 - a) Social counseling
 - b) Educational and recreational therapy
 - c) Social activities such as outings, dances, etc.
 4. Prevocational Preparation Services
 - a) Homemaking
 - b) Work activity
 - c) Vocational counseling
 5. Discharge Planning
 - a) Pre-release planning
 - b) Out-of-home placement
 - c) Written Aftercare Plan

B. ANCILLARY SERVICES:

CONTRACTOR agrees to provide ancillary services which must be billed to the State and not the COUNTY for Medi-Cal clients. CONTRACTOR agrees to provide ancillary services for indigent or Medi-Cal not eligible clients which must be billed to the County.

These shall include, but not limited to:

1. Psychotropic medications prescribed only if on the Medi-Cal formulary and at the formulary reimbursement rate.
2. Relevant laboratory testing linked to medication efficacy and toxicity levels of psychotropic medications and dmg screens as needed at the Medi-Cal rate.
3. The CONTRACTOR shall provide discharged clients with all medications and necessary equipment (e.g. Insulin Syringes) for two weeks upon discharge. If client leaves against medical advice (AMA), the CONTRACTOR shall provide enough medication until client's first outpatient medication appointment.
4. Additional services that have been pre-approved by County Mental Health Services Administrator or the designee.

C. PROFESSIONAL SERVICES:

CONTRACTOR is to provide the following services to the client upon admission to facility:

1. Psychiatrist services, such as medication management, evaluation and assessment as mandated by State Licensing. Additional psychiatrist services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity), and Title IX Medi-Cal Criteria.
2. Psychological services rendered by a licensed Psychologist for assessment and evaluation, as mandated by State Licensing. Additional psychological services beyond what is required by the State (and based on current symptoms and behaviors meeting medical necessity). All costs associated to the provision of any and all professional services shall be the sole responsibility of the CONTRACTOR.

D. STAFFING:

CONTRACTOR certifies that all personnel are trained, qualified, and hold appropriate licensure and certifications. The number and classification of personnel shall reflect the understandings reached during the negotiations of this Agreement and reasonable workload standards.

E. PROGRAM OBJECTIVES:

The objectives of the program shall be in accordance with the CONTRACTOR 'S approved Treatment Plan, and shall include: reduction of patient mental health symptoms and impairments, maintenance of physical well-being, control and reduction of temporary acute behavior problems, and increased functioning to the extent that a transfer to a less restrictive setting can be effected.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC. FOR
THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2025

SCHEDULE OF FEES:

Rate for Bakersfield MHRC Level 3 is \$347.00 per day.

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

<u>SNF/STP - IMD Designation</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Wellness and Recovery Ctr	282.00	57.00
Redding IMD – 1122		74.00
NPI - 1194743088		142.00
		Negotiated

<u>SNF/STP</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Manor	Medi-Cal Published Rate	72.00
Stockton SNF/STP – 1104	*Indigent/Medi-Cal Ineligible	105.00
NPI - 1730128174		141.00
		Negotiated

Crestwood Manor	Medi-Cal Published Rate	72.00
Modesto SNF/STP - 1112	*Indigent/Medi-Cal Ineligible	105.00
NPI - 1508884487		141.00
		Negotiated

Crestwood Manor - Fremont	Medi-Cal Published Rate	72.00
Alameda SNF/STP - 1134	*Indigent/Medi-Cal Ineligible	116.00
NPI - 1902828403		167.00
		Negotiated

<u>SNF</u>	<u>Room and Board Rate/Per Diem*</u>	<u>County Supplemental Rate</u>
Crestwood Treatment Center	Medi-Cal Published Rate	167.00
Fremont SNF - 1120	*Indigent/Medi-Cal Ineligible	Negotiated
NPI - 1942228838		

* The rates above include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22, CCR, section 51511C.

Mental Health Rehabilitation Centers

Room and Board/Per Diem*

Crestwood Center	Level 1	423.00
Sacramento MHRC - 1106	Level 2	384.00
NPI - 1356411656	Level 3	349.00
Crestwood Behavioral Health Ctr	Level 1	461.00
San Jose MHRC - 1107	Level 2	370.00
NPI - 1376623256	Level 3	360.00
Crestwood Behavioral Health Ctr		363.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	782.00
Bakersfield MHRC - 1115	Level 1	423.00
NPI - 1275610800	Level 2	384.00
	Level 3	347.00
Crestwood C.E.N.T.E.R.	Level 1	413.00
Angwin MHRC - 1116	Level 2	329.00
NPI - 1316024953	Level 3	274.00
Kingsburg Healing Center	Level 1	537.00
Kingsburg MHRC - 1140	Level 2	475.00
NPI – 1073989661	Level 3	404.00
	Bedhold**	
Crestwood Recovery and Rehab	Level 1	425.00
Vallejo MHRC - 1141	Level 2	361.00
NPI - 1508935834	Level 3	319.00
Crestwood San Diego	Level 1	529.00
San Diego MHRC - 1154	Level 2	453.00
NPI - 1295146934	Level 3	378.00
	Bedhold**	

*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Bedhold - same as current client's level/rate

Crestwood Chula Vista Chula Vista MHRC - 1164 NPI - 1023495181	Level 1	529.00
	Level 2	453.00
	Level 3	378.00
	Bedhold**	
San Francisco Healing Center San Francisco MHRC - 1166 NPI - 1447758024	Bedhold**	563.00
Fallbrook Healing Center Fallbrook Healing - 1167 NPI - 1639738297	Level 1	529.00
	Level 2	454.00
	Level 3	378.00
	Bedhold**	
Champion Healing Center Lompoc Healing Center - 1170 NPI - 31487282273	Level 1	588.00
	Level 2	498.00
	Level 3	413.00

*The rates above include room and board, nursing care, program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

**Bedhold - same as current client's level/rate

<u><i>Psychiatric Health Facilities</i></u>	<u><i>Room and Board/Per Diem*</i></u>	<u><i>Room and Board/Per Diem for indigent client</i></u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	1,047.00	1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	1,047.00	1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,205.00	1,255.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,065.00	1,115.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,128.00	1,178.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	1,125.00	1,175.00
Crestwood San Luis Obispo PHF Psych Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	1,001.32	1,051.32

* The rates above include room and board, nursing care, activity program, program services, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Adult Residential Facilities/Social Rehabilitation Centers*</u>	<u>County Supplemental Rate</u>
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	240.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	182.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	250.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	182.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	182.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	237.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	239.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	182.00
Hummingbird Healing House San Diego, Social Rehab – 1168 NPI - 1992206734	230.00

* Room and board rate is paid by the responsible party. The room and board rate includes program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

**AGREEMENT BETWEEN COUNTY OF MONO
AND CRESTWOOD BEHAVIORAL HEALTH, INC.
FOR THE PROVISION OF RESIDENTIAL TREATMENT SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the “Agreement”) between Crestwood Behavioral Health, Inc., (the “Business Associate”) and the County of Mono (the “Covered Entity”), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, “Services”), that are identified in the Master Agreement (as defined below).

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) Business Associate. “Business Associate” shall mean the party identified above as the “Business Associate”.

(b) Breach. “Breach” shall have the same meaning as the term “breach” in Section 164.402.

(c) Covered Entity. “Covered Entity” shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. “Designated Record Set” shall have the same meaning as the term “designated record set” in Section 164.501.

(e) Electronic Protected Health Information. “Electronic Protected Health Information” (“EPHI”) is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. “Individual” shall have the same meaning as the term “Individual” in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. “Master Agreement” shall mean the contract or other agreement

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

(h) Minimum Necessary. “Minimum Necessary” shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. “Protected Health Information” shall have the same meaning as the term “protected health information” in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. “Required by law” shall have the same meaning as the term “required by law” in Section 164.103.

(l) Secretary. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services (“DHHS”) or his/her designee.

(m) Security Incident. “Security Incident” shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, “pings”, or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. “Unsecured Protected Health Information” shall have the same meaning as the term “unsecured protected health information” in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

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

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

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

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

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

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate

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

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

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

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

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

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

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

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

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

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

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

(a) Lost Revenues. Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) Penalties/Fines for Failure to Comply with HIPAA. Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) Penalties/Fines (other). Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.

HIPAA BUSINESS ASSOCIATE PROVISIONS

Attachment A to Attachment 8

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

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Grant Funding through Mental Health School Services Act (MHSSA)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The Mental Health Services Oversight and Accountability Commission is accepting grant applications for additional funding under the Mental Health School Services Act (MHSSA) grant program. Should the Mono County Board of Supervisors approve moving forward with this grant, Mono County Behavioral Health will submit a competitive grant application for additional funding to sustain current MHSSA-funded activities.

RECOMMENDED ACTION:

Authorize Mono County Behavioral Health to submit a grant application for additional MHSSA funding.

FISCAL IMPACT:

No fiscal impact at this time. Grant amounts range from \$300,000 to \$500,000.

CONTACT NAME: Amanda Greenberg

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Staff Report](#)

History

Time	Who	Approval
6/13/2024 9:00 AM	County Counsel	Yes
6/11/2024 2:13 PM	Finance	Yes

6/13/2024 4:55 PM

County Administrative Office

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin K. Roberts, Behavioral Health Director
DATE: June 18, 2024

SUBJECT:

Grant Funding through Mental Health School Services Act (MHSSA)

DISCUSSION:

The Mental Health Services Oversight and Accountability Commission is accepting grant applications for additional funding under the Mental Health School Services Act (MHSSA) grant program. Mono County Behavioral Health and Mono County Office of Education have received a grant of \$2,500,000 for school services throughout the county, which will sunset in October 2026. Should the Mono County Board of Supervisors approve moving forward with this grant, the intent in applying for additional funding is to sustain programming for an additional two years. This grant is competitive.

SUBMITTED BY:

Amanda Greenberg, Program Manager, Behavioral Health, Contact: 760.924.1754



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Health and Human Services

TIME REQUIRED

SUBJECT Amendment to Contract with County of Inyo for an Increase in Funds Related to the Senior Services Program

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 Inyo County pertaining to Amendment #2 for an increase in funds related to the Senior Services Program for Fiscal Year 2023-24.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Inyo County for Amendment #2 for Senior Services for the period July 1, 2020, through June 30, 2024, and a not-to-exceed amount of \$984,817.

FISCAL IMPACT:

The proposed contract amendment provides an overall increase in funding for Mono County for fiscal year 2023-24. The total contract limit amount for July 1, 2020 through June 30, 2024 is increased from \$660,136 to \$984,814, an increase of \$324,681.

CONTACT NAME: Stephanie Butters

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

SEND COPIES TO:

Kathy Peterson, Michelle Raust, Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> 2024.05.31 - Mono FY 2324 2nd Amendemnt (Final)
<input type="checkbox"/> Inyo County - Senior Amendment 1 Executed

History

Time	Who	Approval
6/11/2024 9:43 AM	County Counsel	Yes
6/11/2024 12:10 PM	Finance	Yes
6/13/2024 4:15 PM	County Administrative Office	Yes



Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

MEMO

TO: Mono County Board of Supervisors
FROM: Kathryn Peterson, Health and Human Services Director
SUBJECT: **Amendment #2 to Contract between County of Inyo and County of Mono for an increase in funds related to the Senior Services Program for Fiscal Year 2023-24**
DATE: June 18, 2024

The California Department of Aging (CDA) administers programs that serve older adults, adults with disabilities, family caregivers, and residents in long-term care facilities throughout the State. The Department administers funds allocated under the federal Older Americans Act and the Older Californians Act.

CDA contracts with the network of Area Agencies on Aging, who directly manage a wide array of federal and state-funded services that help older adults to live as independently as possible in the community; promote healthy aging and community involvement; and assist family members in their vital care giving role. The Area Agency on Aging in our region is the Eastern Sierra Area Agency on Aging (ESAAA), which encompasses both Inyo and Mono counties. ESAAA is governed by the Inyo County Board of Supervisors. Mono County serves as a subcontractor to Inyo County for the implementation of ESAAA services.

The Mono County Health and Human Services Department operates the Mono County Senior Services Program on behalf of the Mono County Board of Supervisors. Funding for the Mono County Senior Program comes from the ESAAA Program as described above, Mono County general funds, participant donations, grant funding from the Local Transportation Commission and Behavioral Health (MHSA funds), and significant in-kind contribution from HHS.

The Senior Services program provides a variety of services to seniors, including congregate (in-person) meals provided five days per week at the Walker Senior Center; Home Delivered Meals are available to home-bound or isolated individuals, including weekly delivery of meals to the Benton/Chalfant area; transportation services (discounted bus passes and assisted transportation); social and wellness activities for seniors; and access to a wide range of information and services.

In February 2021, this Board approved a four-year contract between Inyo County and Mono County providing revenues for Mono County Senior Services for a contract period of July 1, 2020, through June 30, 2024.

Amendment #1:

In June 2022, The California Department of Aging allocated additional funds in the amount of \$60,136 to Inyo County through the Older Adults Recovery and Resilience Fund. The purpose of these additional funds is to promote intergenerational activities to support the goal of connecting older adults with children, youth, and adults. Total contract limit increased from \$600,000.00 to \$660,136.00,

Amendment #2:

Amendment #2 adds the California Department of Aging 2023/24 base funding in the amount of \$218,681.00 to the contract limit in addition to \$106,000.00 in one-time funding for the Home and Community Based Services Senior Nutrition Infrastructure Grant (HCBS-NI), a total of \$324,681.00. The HCBS-NI one-time funding shall be used to enhance, expand, and increase senior nutrition infrastructure and expires September 30, 2024.

Inyo County wishes to amend the current contract with Mono County to allow recognition of the 2023-24 base funding and the HCBS-NI one-time grant funding. The contract limit is being amended from \$660,136.00 to \$984,817.00.

AMENDMENT NUMBER 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

WHEREAS, the County of Inyo (hereinafter referred to as "County") and Mono County Social Services (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 16, 2021, on County of Inyo Standard Contract No.116, for the term from July 1, 2020 through June 30, 2024.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

SECTION 3.D., LIMIT ON AMOUNT PAYABLE UNDER AGREEMENT, is amended as follows:

The contract limit, as outlined in Section 3.D., shall be amended from \$660,136 to \$984,817. (\$106,000 for Infrastructure funding and \$218,681 in base allocation and One Time Only monies)

ATTACHMENT A, SCOPE OF WORK, is amended to add the following language to the end of Attachment A:

During FY 2023/2024, with the addition of Infrastructure funding, CONTRACTOR shall use this funding to enhance, expand, and increase senior nutrition infrastructure. Monies shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals.

CONTRACTOR shall also pay invoices from Inyo for meals and RD services provided by Inyo staff.

CONTRACTOR shall submit a separate invoice reflecting allowable expenses incurred with infrastructure funding.

AMENDMENT NUMBER 2

**AGREEMENT BETWEEN THE COUNTY OF INYO AND
COUNTY OF MONO
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES**

The effective date of this Amendment to the Agreement is July 1, 2023.

All the other terms and conditions of the Agreement are unchanged and remain the same.

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

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO RISK ASSESSMENT:

County Risk Manager

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 15th day of August 2023 an order was duly made and entered as follows:

*HHS-ESAAA –
Mono County
ESAAA Contract
Amendment No. 1*

Moved by Supervisor Kingsley and seconded by Supervisor Marcellin to ratify and approve Amendment No. 1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, to recognize additional funding in an amount not to exceed \$60,136.00 for the period beginning July 1, 2022 through December 31, 2023, and not exceeding the total four-year contract amount of \$660,136.00 for the period of July 1, 2020 through June 30, 2024.. Motion carried unanimously.

<i>Routing</i>
CC Purchasing Personnel Auditor CAO Other: HHS DATE: August 18, 2023

WITNESS my hand and the seal of said Board this 15th
Day of August, 2023



NATHAN GREENBERG
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Nathan Greenberg", written over a horizontal line.

By: _____



INYO COUNTY BOARD OF SUPERVISORS

TRINA ORRILL • JEFF GRIFFITHS • SCOTT MARCELLIN • JENNIFER ROESER • MATT KINGSLEY

NATE GREENBERG
COUNTY ADMINISTRATIVE OFFICER

DARCY ELLIS
ASST. CLERK OF THE BOARD



AGENDA ITEM REQUEST FORM

August 15, 2023

Reference ID:
2023-3617

Mono County ESAAA Contract Amendment No. 1 Health & Human Services - ESAAA ACTION REQUIRED

ITEM SUBMITTED BY

Marilyn Mann, HHS Director

ITEM PRESENTED BY

Darcia Blackdeer-Lent, Deputy Director, Aging and Social Services

RECOMMENDED ACTION:

Ratify and approve Amendment No. 1 to the four-year agreement with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, to recognize additional funding in an amount not to exceed \$60,136.00 for the period beginning July 1, 2022 through December 31, 2023, and not exceeding the total four-year contract amount of \$660,136.00 for the period of July 1, 2020 through June 30, 2024.

BACKGROUND / SUMMARY / JUSTIFICATION:

This contract amendment comes before your Board with revisions to expand the scope of work and schedule of fees to include additional Older Adults Recovery and Resilience (OARR) funding received by the program that must be expended between July 1, 2022 through December 31, 2023. The contractor is providing services for older adults through our ESAAA program and their expertise will continue to be utilized for the benefit of our senior citizens. This funding specifically is focused on providing intergenerational activities with the goal of connecting older adults with children, youth, and adults.

FISCAL IMPACT:

Funding Source	Grant Funded (California Department of Aging)	Budget Unit	683000
Budgeted?	Yes	Object Code	5539
Recurrence	Ongoing Expenditures		
Current Fiscal Year Impact			
N/A			
Future Fiscal Year Impacts			
Additional Information			

ALTERNATIVES AND/OR CONSEQUENCES OF NEGATIVE ACTION:

Board could choose not to approve this request. This is not recommended as this could result in Mono County invoicing for an amount that is higher than the actual allocation available.

OTHER DEPARTMENT OR AGENCY INVOLVEMENT:

California Department of Aging and Mono County

ATTACHMENTS:

1. Mono County ESAAA Amendment No. 1

APPROVALS:

Marilyn Mann	Created/Initiated - 3/13/2023
Darcy Ellis	Approved - 3/14/2023
Marilyn Mann	Approved - 3/28/2023
Darcia Blackdeer-Lent	Approved - 7/21/2023
Melissa Best-Baker	Approved - 8/1/2023
John Vallejo	Approved - 8/1/2023
Amy Shepherd	Approved - 8/1/2023
Marilyn Mann	Approved - 8/1/2023
Nate Greenberg	Final Approval - 8/7/2023

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE COUNTY OF MONO
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

WHEREAS, the County of Inyo (hereinafter referred to as "County") and the County of Mono _____, of Bridgeport, California _____ (hereinafter referred to as "Contractor"), have entered into an Agreement for the Provision of Independent Contractor Services dated February 16, 2021, on County of Inyo Standard Contract No. 116, for the term from July 1, 2020 to June 30, 2024.

WHEREAS, County and Contractor do desire and consent to amend such Agreement as set forth below;

WHEREAS, such Agreement provides that it may be modified, amended, changed, added to, or subtracted from, by the mutual consent of the parties thereto, if such amendment or change is in written form, and executed with the same formalities as such Agreement, and attached to the original Agreement to maintain continuity.

County and Contractor hereby amend such Agreement as follows:

See Attached.

The effective date of this Amendment to the Agreement is June 1, 2023.

All the other terms and conditions of the Agreement are unchanged and remain the same.

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE COUNTY OF MONO
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

18th IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF August, 2023.

COUNTY OF INYO

By: 

Dated: 08/18/2023

CONTRACTOR

By: _____

Signature

Type or Print

Dated: _____

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

AMENDMENT NUMBER ONE (1) TO
AGREEMENT BETWEEN THE COUNTY OF INYO AND
THE COUNTY OF MONO
FOR THE PROVISION OF INDEPENDENT CONTRACTOR SERVICES

1st IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS
DAY OF August, 2023.

COUNTY OF INYO

By: _____

Dated: _____

CONTRACTOR

By: 
Rhonda Duggan (Aug 2, 2023 12:42 PDT)


Signature

Rhonda Duggan

Type or Print

Dated: Aug 2, 2023

APPROVED AS TO FORM AND LEGALITY:



County Counsel

APPROVED AS TO ACCOUNTING FORM:



County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:



Personnel Services

APPROVED AS TO RISK ASSESSMENT:



County Risk Manager

- SECTION 3(D), LIMIT ON AMOUNT PAYABLE UNDER AGREEMENT, is amended as follows:

The "contract limit," as that term is used in Section 3(D), shall be amended from \$600,000 to \$660,136.00

- ATTACHMENT A, SCOPE OF WORK, is amended to add the following language to the end of Attachment A:

During FY 2022/2023 and FY 2023/2024, with the additional OARR funding, CONTRACTOR shall expand existing services that will be utilized for Intergenerational activities to support the goal of connecting older adults with children, youth, and adults through (OCNP) Older Californians Nutrition Program and Intergenerational Activities.

Before initiating expanded services, CONTRACTOR shall provide a plan to the COUNTY that clearly outlines how services provided with OARR/ OCNP funding will expand current services offered under the original terms of the contract to include Intergenerational Nutrition Activities. The expansion may include but is not limited to the following:

- Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children.
- Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational socialization among the participants.
- Planning, development, or implementation of intergenerational cooking demonstrations or classes to support healthy eating habits.
- Planning, development, or implementation of a shared garden site(s) and intergenerational gardening activities and nutrition education.
- Virtual or in-person lunch companion for OCNP participants to socialize with children, youths, or adults while enjoying a meal.
- Virtual or in-person intergenerational social activities related to the OCNP.

CONTRACTOR shall comply with program monitoring by ESAAA staff as required by the State, or otherwise determined, that includes distinct reporting of expanded services funded with OARR.

Contractor shall submit monthly to County an invoice reflecting allowable expenses incurred by its staff in providing those services:

- Supplies or equipment
- The service units (meals) and unduplicated client count for congregate (C-1) and homedelivered (C-2) meals provided to OCNP clients using OARR funds.
- The service units and estimated participant count for meals provided to intergenerational participants who are ineligible for OCNP meals.

Contractor's invoices shall not exceed \$60,136.00 annually for year 2023.

Funding for Expanded OARR/OCNP Services is separate from all other Title IIC/Area Plan funding. Nothing in this amendment is intended to impact or alter the existing provisions in the Schedule of Fees as they pertain to Title IIC/Area Plan funds.

In the Rooms of the Board of Supervisors

County of Inyo, State of California

I, HEREBY CERTIFY, that at a meeting of the Board of Supervisors of the County of Inyo, State of California, held in their rooms at the County Administrative Center in Independence on the 16th day of February 2021 an order was duly made and entered as follows:

*HHS-ESAAA –
Mono County
Contract*

Moved by Supervisor Pucci and seconded by Supervisor Tothoroh to ratify and approve the contract with the County of Mono for the provision of Eastern Sierra Area Agency on Aging (ESAAA) services to Mono County eligible residents, in the amount of \$600,000 for the period of July 1, 2020 through June 30, 2021, and negotiable for a maximum of three additional fiscal year (one-year) periods, contingent upon the Board's adoption of future budgets, and authorize the Chairperson to sign. Motion carried unanimously.

WITNESS my hand and the seal of said Board this 16th
Day of February, 2021



CLINT G. QUILTER
Clerk of the Board of Supervisors

A handwritten signature in black ink, appearing to read "Clint G. Quilter", written over a horizontal line.

By: _____

<i>Routing</i>
CC Purchasing Personnel Auditor CAO: Other: HHS DATE: March 2, 2021

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Community-Based Senior services of Mono County Social Services of the County of Mono (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

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

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

2. INITIAL TERM AND OPTIONS.

The initial term of this Agreement shall be from July 1, 2020 to June 30, 2021 unless sooner terminated as provided below. In addition, County shall have three options to extend the Agreement for additional one-year periods as follows:

- a. From July 1, 2021 through June 30, 2022
- b. From July 1, 2022 through June 30, 2023
- c. From July 1, 2023 through June 30, 2024

County may exercise such options by giving written notice to Contractor at least thirty (30) days before the expiration of the Agreement, or an extension thereof.

The notice shall specify the period of the options being exercised. The option to extend shall be upon the same terms and conditions as stated in this Agreement.

3. CONSIDERATION.

A. Compensation. County shall pay to Contractor for the services and work described in Attachment A to be performed by Contractor at the County's request as follows:

Each year, Inyo County receives money from the California Department of Aging (CDA) to fund services provided in Program Service Area (PSA) 16. PSA 16 includes Inyo and Mono Counties. Funds are disbursed from the CDA to Inyo County, and Inyo County passes a certain percentage of the funds on to Mono County. The percentages to be passed on to Mono County are dictated by the PSA 16 Area Plan that is developed and approved by the Eastern Sierra Agency on Aging, the Inyo County Board of Supervisors, and the CDA. Pursuant to the current PSA 16 Area

Plan, the percentages for each service area to be disbursed to Mono County are (these percentages may change with Area Plan updates within the term of the contract):

IIIB Supportive Services: Assisted Transportation - 20% of funds received from
CDA IIIB Supportive Services: Transportation - 14% of funds received from CDA
C1 Congregate Meals - 16% of funds received from CDA
C2 Home Delivered Meals - 20% of funds received from CDA

The parties understand that the exact dollar amount that Inyo County will pay to Mono County under this contract is dependent upon the allocations that Inyo County receives each fiscal year from the CDA. However, the exact dollar amounts shall be dictated by the percentages set forth above.

The parties agree and understand that the CDA releases its annual allocations on or about April of each year, that the CDA releases one-time-only (OTO) monies and/or adjustments on or about September of each year, and that the CDA may be releasing special COVID-19 response monies. The parties agree that all three types of allocations shall be distributed between and Inyo and Mono Counties pursuant to the percentages set forth above. In order to receive its percentage of the CDA allocations, Mono County will submit an Area Plan Budget (CDA 122) to Inyo County each fiscal year within 30 days of Inyo County's receipt of allocations, as required by the CDA.

Inyo County expressly reserves the right to deny any payment or reimbursement requested by Mono County for services or work performed which is in excess of the contract limit.

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by Inyo County to Mono County for services and work performed under for all terms of this Agreement shall not exceed six hundred thousand dollars (\$600,000.00).

E. Billing and payment. Contractor will also submit an invoice for the actual monthly expenditures and County of Inyo will reimburse based on the actual expenditures. The monthly invoice shall be submitted by Contractor to County of Inyo by the 20th of the month for services delivered in the previous month, and shall be paid by County of Inyo by the end of the month after the invoice is received. Appropriate backup showing the actual expenditures must also be attached to the invoice.

Contractor will also provide a monthly summary of service activity by the 10th of the following month in the categories in the categories specified in the PSA 16 Area Plan. The monthly summary shall identify units of service provided in each category according to administrative requirements specified by the County. Payment will be conditioned on monthly submission of these service activity reports.

Contractor will submit, as required by the CDA, the Financial Closeout Report (CDA 180) within 25 days following the end of the fiscal year or within 30 days following termination prior to the end of the contract period, unless otherwise specified by the CDA.

Budgets, invoices, service activity reports and close-out reports shall be submitted to Inyo County Health & Human Services, P.O. Drawer A, Independence, CA 93526 or by electronic means specified by the County of Inyo.

F. Federal and State taxes.

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

(2) County will withhold California State income taxes from payments made under this Agreement to non-California resident independent contractors when it is anticipated that total annual payments to Contractor under this Agreement will exceed one thousand four hundred ninety-nine dollars (\$1,499.00).

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

(4) The total amounts paid by County to Contractor, and taxes withheld from payments to non-California residents, if any, will be reported annually to the Internal Revenue Service and the California State Franchise Tax Board. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS.

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

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

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

7. COUNTY PROPERTY.

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

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

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment B and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

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

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

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

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

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

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

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

12. NONDISCRIMINATION.

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

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor ninety (90) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving ninety (90) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

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

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in paragraph twenty-two (22) below.

17. CONFIDENTIALITY.

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

consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

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

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms of this Agreement, which Contractor or County shall be

required, or may desire, to make, shall be in writing and may be personally served, or sent by prepaid first class mail to, the respective parties as follows:

County of Inyo
Health and Human Services
PO Drawer H
Independence, CA

Contractor:
County of Mono Social Services
PO Box 576
Bridgeport, CA

24. ENTIRE AGREEMENT.

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

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**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS 2nd DAY OF May, 2021.

COUNTY OF INYO

CONTRACTOR

By: 
Signature

By: 
Signature

Jeff Griffiths
Print or Type Name

Jennifer Kreitz
Print or Type Name

Dated: 03-02-2021

Dated: Feb 4, 2021

APPROVED AS TO FORM AND LEGALITY:

APPROVED AS TO FORM AND LEGALITY:

County Counsel




County Counsel


at any time on Feb 4, 2021 10:23 PM PST

APPROVED AS TO ACCOUNTING FORM:


County Auditor


APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

APPROVED AS TO PERSONNEL REQUIREMENTS:


Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:


County Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SCOPE OF WORK:

Contractor will provide the senior services identified in the most current PSA 16 Area Plan (i.e. Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation) within Mono County according to the requirements of the statutory provisions of the Title III and Title IV Programs [OAA 306] in accordance with State and federal laws and regulations. A copy of the PSA 16 Area Plan is incorporated herein by reference.

Contractor will provide a monthly summary of service activity by the 10th of the following month for Home Delivered Meals, Congregate Meals, Transportation and Assisted Transportation in terms of identified units of service according to administrative requirements specified by the County.

Contractor will participate in annual monitoring for program and fiscal activities. Contractor will provide a copy of their County Single Audit by April 15 each year.

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF INYO AND THE COUNTY OF MONO
FOR THE PROVISION OF SENIOR SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SEE ATTACHED INSURANCE PROVISIONS

Attachment B: Insurance Requirements for Professional Services

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

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence, \$2,000,000 general aggregate.

Additional Insured Status. Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Vendor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Contractor has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. May be waived with signed letter on contractor's letterhead certifying that contractor has no employees.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Primary Coverage

For any claims related to this contract, the Contractor's insurance coverage shall be primary insurance primary coverage at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

Notice of Cancellation

Attachment B: Insurance Requirements for Professional Services

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Waiver of Subrogation

Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions

Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County.

Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Verification of Coverage

Contractor shall furnish Inyo County with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Inyo County before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors

Contractor shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Inyo County is an additional insured on insurance required from subcontractors.

Attachment B: Insurance Requirements for Professional Services

Special Risks or Circumstances

Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

-end-



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Community Development

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Letter of Support for Eastern Sierra
Land Trust's Grant Application to the
Wildlife Conservation Board

AGENDA DESCRIPTION:

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

Letter of Support for Eastern Sierra Land Trust's application to acquire a conservation easement on eight privately owned properties in Adobe Valley on or near Lake Antelope, east of State Route 120 and about ten miles north of the community of Benton.

RECOMMENDED ACTION:

Modify the letter as desired, approve the letter of support, and authorize the Chair to sign.

FISCAL IMPACT:

A slight reduction in future property taxes due to the preclusion of low-intensity rural uses, which likely would have been minimal given the sensitive resources.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
0 staff report
1 ESLT pre-application
2 Letter of Support

History

Time

Who

Approval

6/11/2024 9:51 AM	County Counsel	Yes
6/11/2024 12:21 PM	Finance	Yes
6/13/2024 5:07 PM	County Administrative Office	Yes

Mono County

Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

Date: May 31, 2024

To: Honorable Board of Supervisors

From: Wendy Sugimura, Director

RE: Support for Wildlife Conservation Board Conservation Easement funding for the Antelope Lake Conservation Easement, Mono County, CA

BACKGROUND

The Eastern Sierra Land Trust (ESLT) requested a letter of support from the County for a grant application to the Wildlife Conservation Board (WCB).

The ESLT intends to acquire a conservation easement on privately-owned Antelope Lake properties in Adobe Valley, east of Highway 120 and about ten miles north of the community of Benton in Mono County. The acquisition comprises eight parcels (both contiguous and non-contiguous) totaling approximately 205 acres. See attachment 1 for the project pre-application and maps.

The properties are all designated Resource Management (RM), which the General Plan Land Use Element indicates is intended "...to recognize and maintain a wide variety of values in the lands outside existing communities. The RM designation indicates the land may be valuable for uses including but not limited to recreation, surface water conservation, groundwater conservation and recharge, wetlands conservation, habitat protection for special-status species, wildlife habitat, visual resources, cultural resources, geothermal or mineral resources. The land may also need special management consideration due to the presence of natural hazards in the area; e.g., avalanche-prone areas, earthquake faults, flood hazards, or landslide or rockfall hazards. The RM designation provides for low-intensity rural uses in a manner that recognizes and maintains the resource values of the parcel." The conservation easement would eliminate the potential for low-intensity rural uses, which are likely limited due to the sensitive resources.

The easement would preserve interior wetlands, wildlife habitats, and cultural resources. The total cost of the acquisition is estimated at \$260,000 and the ESLT, having been invited to submit a full funding proposal, has requested \$240,000.

DISCUSSION

A review indicates that the project is consistent with General Plan policies, and therefore a letter of support was drafted for the Board's consideration.

Please contact Wendy Sugimura at 760-924-1814 or wsugimura@mono.ca.gov with any questions.

ATTACHMENT

1. Project description – ESLT application to the WCB
2. Letter of Support with General Plan policy attachments



**WCB Project Pre-Application:
(Up to 4 pages not including photographs or maps)**

Send completed pre-application to WCBpreapps@wildlife.ca.gov. To be accepted by our system, the pre-application must be a **MS Word document** with the phrase “PreApp” or “Pre-App” in the file name. Please include all maps and photos in the same **Word document**. If you need to attach maps or photos as separate files, make sure they are in a .pdf file format only.

Project

Project Name: Antelope Lake Conservation Easement

Brief Summary (one paragraph): Eastern Sierra Land Trust is seeking conservation easement acquisition funding for the privately owned Antelope Lake property. The property is in Adobe Valley, east of Highway 120, in Mono County, California and is comprised of eight contiguous and non-contiguous parcels totaling approximately 205 acres. The primary goal of this project is to preserve alkali wetland and alkali meadow habitats, ephemeral spring-fed lakes, sagebrush steppe, pinyon juniper woodland, rare plant and amphibian habitat, and important migratory habitat for wildlife species including mule deer, Bi-State greater sage grouse, waterfowl, shorebirds, and many other species of common and rare plants and animals.

Total cost (round up to nearest \$1,000): \$260,000.00

Amount requested from WCB (round up to nearest \$1,000): \$240,000.00

Start date: 6/1/2024

End date: 6/1/2026

Project type (select one): Conservation Easement Acquisition

Primary Habitat Type (select one): Interior Wetlands

Total Acres: 205

Location

Primary County: Mono

Specific location (Assessor Parcel Number or address if available): 018-320-009-000, 018-320-015-000, 018-320-013-000, 018-320-011-000, 024-050-014-000, 024-050-015-000, 024-050-016-000, 024-050-017-000

Nearest City (distance and direction): ~10 miles north of Benton, CA

Latitude (decimal degrees): 37.890497

Longitude (decimal degrees): -118.570473

Point represented by the Latitude and Longitude coordinates (e.g., center of project site):
Center of project site

Is the Project in a Disadvantaged or Climate Vulnerable Community? Use both mapping tools:

[Severely Disadvantaged Community?](#) (select one): Yes

[75-100th percentile in CalEnviroScreen?](#) (select one): No

Applicant

Organization name: Eastern Sierra Land Trust

Organization type: Nonprofit Organization

Primary applicant's contact name and title: Amy Sturgill, Land Conservation Director

Phone: 760-873-4554

E-mail address: amy@eslt.org

Mailing address: 250 N. Fowler St. Bishop, CA 93514

Landowner

Landowner name: Robert Leidy

Landowner type: Private

Project Overview

Describe the proposed project. Quantify the project's goals and expected outcomes/benefits. Identify the major tasks involved in the project. Describe why the project needed. Attach a map of the project location (and photos if helpful), and briefly describe the project location. Be specific about the portion of the project that would be funded by this request.

Eastern Sierra Land Trust is seeking Wildlife Conservation Board funding for the acquisition of a conservation easement on the 205-acre Antelope Lake property. The project goal is the placement of a conservation easement on the Property that will protect water quality, water quantity, and important wildlife habitat in perpetuity. Conservation of this Property will aid in adaptation and resiliency in the face of climate change, improve carbon sequestration, provide valuable ecosystem services, and protect cultural resources.

The Property consists of eight tax parcels in Mono County, CA and is located east of Benton Crossing Road and accessed by dirt roads utilizing BLM granted Right of Way. The Property includes alkali lake, alkali wetland and meadow, sagebrush steppe, and pinyon juniper woodlands that provide important habitat for rare plants, amphibians, migratory birds and other species such as waterfowl, shorebirds. Species of note documented on the Property include alkali ivesia, spadefoot toad, pygmy rabbit, pronghorn, mule deer, mountain lion,

pinyon jay and Bi-State greater sage grouse. Additionally, local BLM archeologists have identified a Native American cultural/village site on the Property. The landowner is interested in developing a stewardship plan in partnership with the Benton Paiute Tribe that will incorporate traditional ecological knowledge and traditional stewardship, gathering, and ceremonial activities.

The Property parcels are bounded by Bureau of Land Management (BLM) property managed by the Bishop Field Office, lands owned by the State of California, and private parcels owned by five separate landowners. The property is in close proximity to lands managed by the Inyo National Forest and Los Angeles Department of Water and Power, as well as River Spring Lakes Ecological Reserve managed by the California Department of Fish and Wildlife, and Lower Adobe Ranch and Black Lake Preserve, both of which are owned and managed by Eastern Sierra Land Trust. The completion of this project will contribute to a network of hydrologically connected lands that are managed for conservation and natural resource protection.

The Antelope Lake property contains rare high desert ephemeral lakes, wetlands, meadows, sagebrush scrub, and pinyon juniper forests surrounded in large part by protected public lands. Wetlands in arid systems play a disproportionately large role in supporting the ecosystems in which they are located and thus their protection provides the opportunity to enhance and preserve critical habitat for a large number of wildlife species. Antelope Lake provides important winter and spring migratory bird habitat along the Pacific flyway, include alkali meadows that provide habitat for unique salt-tolerant plant communities, and provide water to a host of other wildlife species that live in the otherwise arid Eastern Sierra. California Department of Fish and Wildlife and Audubon California have designated the Adobe Valley, where Antelope Lake is located, as a recognized Important Bird Area (IBA). Additionally, as part of the Owens River drainage, which has undergone significant alteration and dewatering in recent history, the protection of these few remnant lakes and wetlands is especially important to wildlife.

Requested funding would be utilized to purchase a conservation easement that encompasses the property's entire 205 acres.

Environmental Review (CEQA)

The proposed project.... (select the appropriate answer):

- Is not a project under CEQA. Briefly specify why in the box below.
- Is exempt under CEQA. Provide the CEQA exemption number and specify how the project meets the terms of the exemption in the box below.
- Requires Neg Dec, MND, or EIR. Specify the lead CEQA agency (the agency preparing the document) and the (expected) completion date in the box below. Please note that WCB will need to review and approve any CEQA document.

*Note: All WCB project approvals are considered a discretionary action. CEQA applies in situations where a governmental agency can use its judgment in deciding whether and how to carry out or approve a project. A project subject to such judgmental controls is called a "discretionary project" and is subject to CEQA.

Primary purpose of the project is land and habitat protection. No action will occur that would require CEQA.

Other Funding Sources

Please list all of the sources of cost share. Please indicate if other funding sources have been secured or are pending (applied for but not yet awarded).

Source	Amount (\$)	Status - Secured / Applied for
ESLT Operating Funds	10,000.00	Secured
Wimberly Wildlife Fund for Land Acquisition	10,000.00	Applied for
TOTAL	\$ 20,00.00	

Add or delete rows as necessary.

Maps/Photographs

Attach location maps, designs, plans, engineering drawings, color photographs, etc., to help describe your proposal. Label photos with a one sentence description.

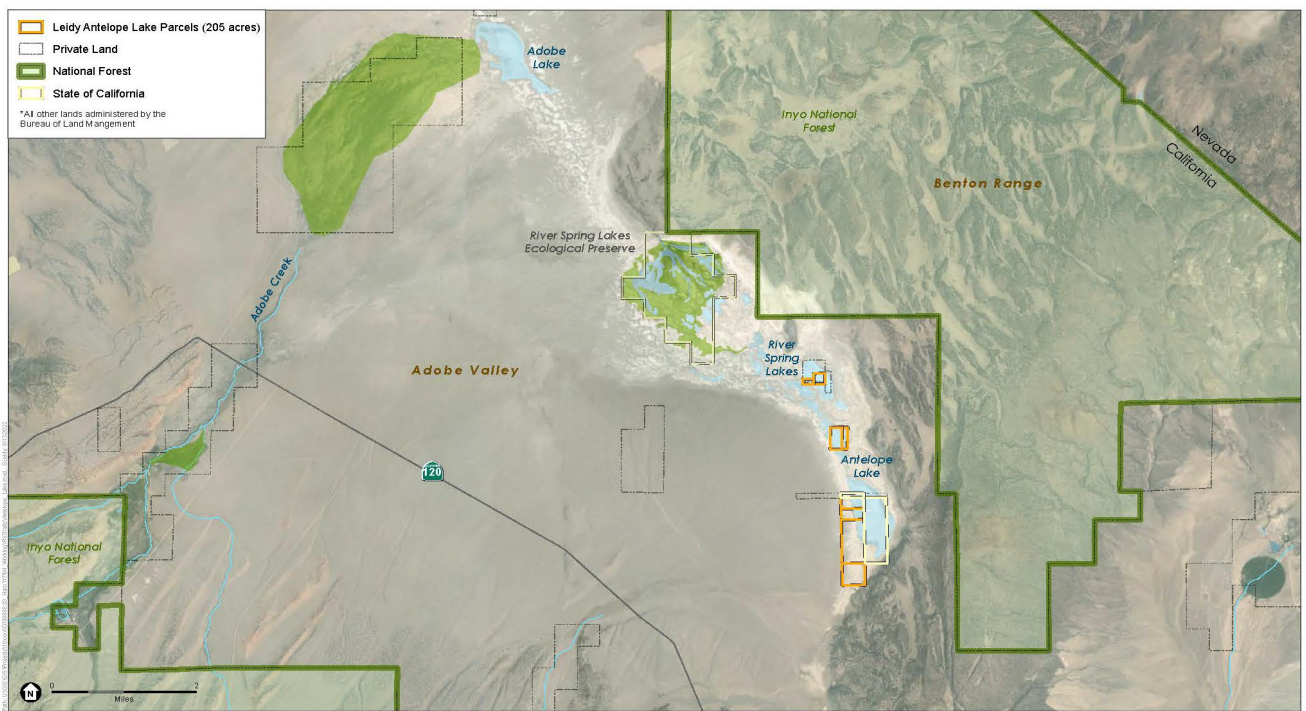


Figure 1: Area Overview



Photo 1: Ephemeral spring-fed Antelope Lake



Photo 2: Wet alkali meadow habitat



Photo 3: Alkali Meadow habitat



Photo 4: Sagebrush steppe habitat



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

Queenie Barnard, Clerk of the Board

Wildlife Conservation Board
Attention: Dr. Jennifer Norris, WCB Director
P.O. Box 944209
Sacramento, CA 94244-2090

Re: Support for Wildlife Conservation Board Conservation Easement funding for the Antelope Lake Conservation Easement, Mono County, CA

Dear Wildlife Conservation Board,

Mono County wishes to express support for the pending grant application by the Eastern Sierra Land Trust for acquisition funding for a conservation easement on eight parcels totaling approximate 205 acres in Adobe Valley, approximately ten miles north of the community of Benton in Mono County, and known collectively as the Antelope Lake property. The project is consistent with several Mono County General Plan (MCGP) policies (see attachment).

The properties are all designated Resource Management (RM), which the Mono County General Plan Land Use Element indicates is intended "...to recognize and maintain a wide variety of values in the lands outside existing communities. The RM designation indicates the land may be valuable for uses including but not limited to recreation, surface water conservation, groundwater conservation and recharge, wetlands conservation, habitat protection for special-status species, wildlife habitat, visual resources, cultural resources, geothermal or mineral resources. The land may also need special management consideration due to the presence of natural hazards in the area; e.g., avalanche-prone areas, earthquake faults, flood hazards, or landslide or rockfall hazards. The RM designation provides for low-intensity rural uses in a manner that recognizes and maintains the resource values of the parcel."

The Antelope Lake property contains rare high desert spring-fed ephemeral lakes, wetlands, alkali meadows, sagebrush steppe, and pinyon juniper woodlands surrounded in large part by protected public lands. Private lands containing lacustrine and mesic habitats play a disproportionately large role in arid systems. They support the ecosystems in which they are located and thus their protection provides the opportunity to enhance and preserve critical

habitat for a large number of wildlife species and provides a wide variety of important ecosystem services.

A conservation easement acquired from the willing landowner will preserve these varied and diverse habitats, protect water quality and quantity, and strengthen ecological resilience in the face of climate change. Rare plants located on the property include Alkali ivesia, Alkali cord grass, and Gray cryptantha. The Property provides important habitat for a number of wildlife species including the Bi-State Distinct Population Segment of greater sage-grouse; waterfowl and shorebirds, pinyon jay, migrating birds along the Pacific Flyway, raptors, spadefoot toads and mammals such as mule deer, pronghorn, mountain lion, and American badger.

The MCGP Conservation Element recognizes that wetlands and sagebrush steppe are “critical, highly localized wildlife habitat,” and Objective 2.A. consequently supports efforts to, “maintain and restore botanical, aquatic and wildlife habitats in Mono County.” Policy 2.A.7. supports the acquisition of valuable wildlife habitat by land conservation organizations and Action 2.A.7.a. endorses the acquisition of important wildlife areas through the purchase of easements.

In addition to protecting biodiversity and water resources, this conservation easement will safeguard Northern Paiute cultural and archeological sites, providing Tribal access for traditional gathering and ceremony and traditional stewardship opportunities. Objective 22.C. of the MCGP Conservation Element directs the county to preserve, protect, and restore (where appropriate) the county’s cultural resources. Action 22.C.3.c. supports the acquisition of areas with cultural resource values by land conservation organizations.

The Adobe Valley is part of the Owen’s River drainage, which has undergone significant alteration and dewatering in recent history. The protection of these few remnant lakes and wetlands are especially important from an ecological and cultural perspective.

Policy 4.A.7. of the MCGP Conservation Element supports “no net loss” of wetlands at a regional scale.

The Land Use Element of the MCGP limits development of critical wildlife habitats in Policy 1.A.8., and ensures consistency among the elements of the MCGP with its associated action, Action 1.A.8.a., which refers to the Conservation/Open Space element for implementation.

For these reasons Mono County supports a conservation easement to protect critical habitats, cultural values, and water quality and quantity while preventing future uses of the property that may negatively impact the region’s important land and water resources. Thank you for the opportunity to comment on this important project.

Sincerely,

John Peters, Chair

Attachment: Mono County General Plan policies

Attachment: Applicable Mono County General Plan Policies.

Conservation Element

II. Issues/Opportunities/Constraints

Biological Resources

“The protection and enhancement of natural habitats is a critical element in preserving and restoring the long-term existence of local wildlife. Riparian woodlands, wetlands, migration corridors, sagebrush steppe, and wintering and summering grounds are recognized as critical, highly localized wildlife habitat. Increased recreational use in the county and increased development, particularly in areas outside existing community areas, creates potential impacts to the long-term sustainability of fish and wildlife populations and plant communities through degradation of resources and increased conflicts between wildlife and humans.”

Objective 2.A.

Maintain and restore botanical, aquatic and wildlife habitats in Mono County.

Policy 2.A.7. Support the acquisition of valuable wildlife habitat by federal or state land management agencies or land conservation organizations.

Action 2.A.7.a. Support acquisition of important wildlife areas through outright purchase, land donations, trades, purchase of easements, and related options.

Objective 22.C.

Preserve, protect, and restore (where appropriate) the cultural resources of Mono County.

Action 22.C.3.c. Support the acquisition of areas with cultural resource values by federal or state land management agencies or land conservation organizations.

Policy 4.A.7. Continue to support “no net loss” of wetlands at a regional scale.

Land Use Element

Policy 1.A.8. Maintain or enhance the integrity of critical wildlife habitat in the county by limiting development in those areas and requiring mitigation in conformance to CEQA and this General Plan. Examples of critical wildlife habitat include, but are not limited to: key winter ranges, holding areas, migration routes, and fawning areas for mule deer; habitat for other big game species; leks, nesting areas and winter and summer range for sage grouse; fisheries and associated habitat; and riparian and wetland habitat.

Action 1.A.8.a. Implement policies contained in the Conservation/Open Space Element and appropriate Area Plans.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

TIME REQUIRED

SUBJECT Letter of Support - Legislature's
Budget Proposal

**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 from Mono County Board of Supervisors to Governor Newsom regarding the urgent need to support Legislature's budget proposal to restore affordable housing and homelessness funding.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

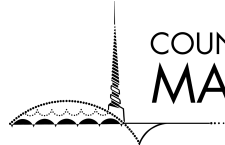
YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
6/11/2024 9:29 AM	County Counsel	Yes
6/11/2024 2:17 PM	Finance	Yes
6/13/2024 4:58 PM	County Administrative Office	Yes





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RTFH



SACRAMENTO HOUSING ALLIANCE



SAN DIEGO HOUSING COMMISSION



Celebrating 50 Years of Affordable Housing SANTA CLARA METHODIST RETIREMENT FOUNDATION, INC.



SONOMA APPLIED VILLAGE SERVICES Shelter with Dignity Refugio con Dignidad



SDS CAPITAL GROUP



Sisters of St. Joseph Healthcare Foundation A MINISTRY OF THE SISTERS OF ST. JOSEPH OF ORANGE



SPUR HOPICS



St. Joseph's Family Center



SUPPORTIVE HOUSING ALLIANCE



THE PEOPLE CONCERN Because everyone should be housed, healthy and safe



Venice Community Housing





The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

June 6, 2024

RE: Urgent need to support Legislature's budget proposal to restore affordable housing and homelessness funding

The affordable housing and homelessness crises continue to top surveys as the most urgent issues facing the state. For us, the undersigned state leaders working across philanthropy, business, community and faith-based institutions, local government, affordable housing, homelessness, and more, these polls match what we see and feel in our communities each day. Far too many of our neighbors, our friends, and our families are being forced into homelessness due to a lack of an affordable home. These crises are holding our state back from being the inclusive, equitable, and prosperous state that we all want for California.

We greatly appreciate your proposal to restore the \$500 million for the state Low Income Housing Tax Credit program in the May Revise. However, at a time when the state continues to face a shortfall of at least 1.2 million homes affordable to lower-income households and tens of thousands of Californians are experiencing homelessness, we are deeply concerned by the May Revision's proposal to zero-out all other General Fund resources for affordable housing and homelessness in this budget year and claw back \$1.96 billion in critical resources committed in previous budgets. Our state cannot afford, nor can our communities accept in good conscious, these cuts. Most local governments will terminate services that prevent and end homelessness, and California's anemic affordable housing production will plummet, leaving a similar amount of precious federal resources on the table in the process.

That is why we are writing to express our support of the Legislature's budget proposal, specifically the priority to restore funding to several of the state's most essential affordable housing and homelessness programs. Specifically, in addition to approving the state Low-Income Housing Tax Credits the Governor restored in the May Revise, **we call on the**

Governor to restore \$325 million in proposed reversions to the Multifamily Housing Program (MHP), HCD's core affordable rental housing production program and to fund the Homeless, Housing Assistance and Prevention (HHAP) Program at \$1 billion.

Housing is the solution to homelessness, and MHP is the state's largest, most flexible program for affordable housing production. MHP funds much-needed affordable housing through a cost-effective program that leverages other federal and private sources of funding 5:1. MHP funds developments across the state for the state's most vulnerable, including specific focus areas through set-asides for rural communities and seniors. But without action, this program will come to an immediate halt, stalling construction of new affordable homes. This comes at the worst possible time when recent legislative successes to streamline the permitting of affordable housing have added 47,000 shovel-ready affordable homes to the funding pipeline and 2018's Proposition 1 housing bond funds have already run dry.

Jurisdictions are using HHAP funds to slow and reduce homelessness, and now is a critical time to extend this hard-won progress. HHAP is a critical source of funding that allows local jurisdictions and continuums of care the flexibility to support a range of solutions to address homelessness in their communities and has connected thousands of unhoused Californians to shelter and housing. If the HHAP program is defunded this year, programs will wind down across the state, interim housing and shelters will be forced to close, and Californians experiencing homelessness will be left without a path to stable housing.

These two programs work in combination to prevent and end homelessness: HHAP provides interim housing and supportive services to people experiencing homelessness, and MHP complements HHAP by providing a destination for those receiving HHAP services and keeping California's lowest-income households from falling into homelessness in the first place. Failure to fund these two programs will stall affordable housing development and jeopardize the local infrastructure that has been built to address homelessness.

Now is not the time to abandon the state's commitment to addressing homelessness and our dire affordable housing needs. These targeted investments in MHP and HHAP will help us cement and build on the progress we have made to date until we can enact longer-term funding solutions.

Sincerely,

A Community of Friends
Abode Communities
Affordable Housing NOW
ACLU California Action
All Home
Alliant Communities
Brilliant Corners
Burbank Housing
CA Behavioral Health Planning Council
Cabrillo Economic Development Corporation
California Coalition for Community Investment
California Housing Partnership

California Rural Legal Assistance Foundation
Center for Community Advocacy
Center for Employment Opportunities
Center for Sustainable Neighborhoods
Century Housing
City of Goleta
Community Corp. of Santa Monica
Community Economics, Inc.
Community Human Services
Community Vision
Compass Family Services
Council of Community Housing Organizations
County of Marin
CSH
CTY Housing, Inc.
Danco Communities
David Baker Architects
Destination: Home
Disability Rights California
EAH Housing
East Bay Housing Organizations
Ensuring Opportunity Campaign
Enterprise Community Partners
Episcopal Communities & Services
Evolve California
Florence Aliese Advancement Network, LLC
Friends Committee on Legislation of California
FSY Architects, Inc
Gunkel Architecture
Healing Wings
Homebase
HomeFirst
Homes & Hope
Housing Accelerator Fund
Housing Action Coalition
Housing Authority of the City of San Buenaventura
Housing California
Housing Claremont, Inland Abundant Housing
Housing El Dorado
Housing Innovations and Solutions
Housing Trust Fund Ventura County
Hyder
Indivisible CA: StateStrong
International Children Assistance Network (ICAN)
Inland SoCal Housing Collective
Inner City Law Center
Insight Housing
Interfaith Community Services
LA Family Housing

Latinas Contra Cancer
Let Spirit Lead, Inc.
Lift to Rise
Linc Housing
Los Angeles Homeless Services Authority
Lutheran Social Services of Northern California
Mercy Housing California
Merritt Community Capital
Mendocino County Homeless Services Continuum of Care
MidPen Housing
Mission Economic Development Agency
Mogavero Architects
Mono County
Multiculturalism Rocks LLC
Mutual Housing California
Mutual Support Housing Communities
National Alliance to End Homelessness
New Beginnings
Operation Dignity
Peninsula Solidarity Cohort
People for Housing Orange County
People's Self-Help Housing
PICO California
Prevention Institute
Promotores de Salud de OC
PYATOK Architects
Resources for Community Development
Riverside County Housing and Workforce Solutions
Root & Rebound
RTFH
Sacramento Housing Alliance
Sacramento Regional Coalition to End Homelessness
San Bernardino Free Them All
San Diego Housing Commission
San Francisco Housing Development Corporation (SFHDC)
San Joaquin Valley Housing Collaborative
Santa Clara Methodist Retirement Foundation
Sonoma Applied Villages Services (SAVS)
SCANPH
SDS Capital Group
Self-Help Enterprises
Serving Seniors
Sisters of St. Joseph Healthcare Foundation
SPUR
SSG/HOPICS
St. Joseph's Family Center
St. Mary's Center
Sunnyvale Community Services
Supportive Housing Alliance

SV@Home Action Fund
Tenderloin Housing Clinic
The Children's Partnership
The Kennedy Commission
The People Concern
The Unity Council
TransForm
Turning Point Community Programs
UPholdings
Upward Bound House
Urban Focus
Urban Habitat
Valley Restart Shelter
Venice BeachHead
Venice Community Housing Corporation
Welcoming Neighbors Home
Western Regional Advocacy Project
Wise Up Incorporated
WLCAC
WORKS, Women Organizing Resources Services and Knowledge
WUNZ Apparel in Action (The WUNZ Supersuit)
YIMBY Action
YWCA Golden Gate Silicon Valley
Zen Development



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

TIME REQUIRED

SUBJECT Letter of Support - Budget Restorations

**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 from Mono County Board of Supervisors to Governor Newsom regarding budget restorations to CalWORKs, Child Welfare Services, and Adult Protective Services.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
6/11/2024 9:47 AM	County Counsel	Yes
6/11/2024 2:18 PM	Finance	Yes
6/13/2024 4:57 PM	County Administrative Office	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

June 7, 2024

The Honorable Gavin Newsom
Governor of California

RE: SUPPORT Budget Restorations to CalWORKs, Child Welfare Services, and Adult Protective Services

Dear Governor Newsom:

The County of Mono is deeply grateful for the budget restorations provided in the Legislature's budget plan for the human services programs that we administer on the state's behalf. These restorations save the social services safety net, preserving core services and supports that have proven essential to supporting children, families, and older adults in recovering from the Great Recession and during and after the COVID-19 pandemic – and ensuring that those resources continue to be available to support the most vulnerable Californians during these current economically challenging times. We strongly urge you and your Administration to maintain funding for these vital and life-saving services and supports in the final budget agreement.

In particular, we highlight restorations in the following three main areas as especially critical: 1) CalWORKs, 2) child welfare, and 3) older adults.

CalWORKs – The County of Mono strongly supports the restoration of funding for the Single Allocation and Family Stabilization, and the partial restorations for Expanded Subsidized Employment, mental health and substance abuse services, and the Home Visiting Program. The cuts as originally proposed reversed well over a decade of investments in the CalWORKs program and the families served by it, eliminating services and supports that are proven to improve family well-being and their economic security. The restorations prevent the decimation of the existing CalWORKs services infrastructure.

With these funding restorations, CalWORKs clients will continue to have subsidized employment opportunities that connect them to crucial job training, skills, and experiences that lead to higher wages and permanent employment; and families experiencing crises or barriers will continue to have access to intensive case management and services (e.g., domestic violence services, behavioral health, education and housing supports) through the Family Stabilization program. Restorations of the deep cuts to the Single Allocation will allow our county to continue providing supportive services and re-engagement with clients, in addition to our eligibility work, rather than having to make actual reductions to current service and staffing levels. In our county, restoration to the funding would allow for the continuation of

SUPPORT Budget Restorations to Safety Net Services and Supports

critical housing and utility supports for up to six months for CalWORKs clients from the Family Stabilization Program and home visiting supports through the CalWORKs Home Visiting Program.

We continue to be gratified to see that there are no proposed cuts to CalWORKs grant levels. Cash grants are essential to helping poor families be less poor. But the drastic cuts to CalWORKs services and case management would have undermined the very attributes that make California's TANF program a model for and leader of the rest of the nation. We urge you to maintain funding for these essential services.

Child Welfare Services – The County of Mono strongly supports restoration of funding for programs serving vulnerable youth and families in the child welfare system. These programs have proven to stabilize youth and families and their elimination would have resulted in increased costs in other systems including housing, criminal justice, health, and behavioral health.

Specifically, we urge the preservation of funding (\$50 million General Fund (GF)) for caregiver approvals. This funding supports state-mandated case management activities to perform timely approval of relative caregivers through the Resource Family Approval process. This proposed cut was contrary to efforts to maintain relative-based placements for foster youth and would have led to even longer approval times for relative caregivers, during which time relatives will be unable to access other foster care benefits to which they would otherwise be entitled, including higher foster care rates through the current home-based foster care rate structure and county specialized care increments. Furthermore, restoration of this funding puts the state budget back in alignment with the Administration's permanent Foster Care Rate Reform proposal, which is intended to invest directly in family-based placements to keep youth connected to their relatives and communities of origin. In our county, the restoration to caregiver approvals would ensure our ability to maintain relative-based placements for foster youth.

We also urge the preservation of funding for the Family Urgent Response System (FURS) (\$30 million GF). FURS currently responds to 5,000 calls from youth and caregivers a year, connecting them to ongoing mental health services, leading to a reduced likelihood of foster children and youth's needs escalating to the point of requiring residential treatment or having a psychiatric emergency. Elimination of FURS would have led to placement disruptions and hospitalizations, causing further trauma to foster youth, and contacts with law enforcement which will lead to criminalization of youth's trauma-based reactions.

Lastly, we strongly support the alternative in the Legislature's budget plan to defer funding for the Bringing Families Home (BFH) Program rather than eliminate it. The BFH Program is proven effective in promoting supportive housing and rapid re-housing for families reunifying with their children and helping to prevent foster care entry by supporting the parents of children who are at risk of abuse and neglect. BFH is an important resource for black and Native American children and families who are disproportionately represented in the child welfare system.

Adult Protective Services – The County of Mono strongly supports the restoration of funding for the Adult Protective Services (APS) program, which provides 24/7 response to reports of abuse and neglect for individuals over 60 and dependent adults ages 18-59. The program is and will continue to be important as it is projected that by 2030, one in five Californians will be 65 or older. The proposed cut would have resulted in the immediate loss of social worker staff statewide who provide critical and often life-saving response and services to victims of abuse, neglect, and exploitation, leaving older and

SUPPORT Budget Restorations to Safety Net Services and Supports

dependent adults more vulnerable to hospitalization, institutionalization in nursing homes and premature death.

We also urge the preservation of funding (\$4.8 million GF) for APS training. The training is essential in supporting social worker staff to meet the needs of vulnerable older and dependent adults. Elimination of the funding would have jeopardized the uniformity, consistency, and quality in the administration and delivery of the APS program statewide.

Lastly, we strongly support continuation of funding for the Home Safe Program, which provides tangible housing assistance for victims of abuse, neglect and financial exploitation. As the fastest growing segment of the unhoused population, it is more critical now more than ever that we preserve resources to prevent homelessness and help older adults maintain stable and safe housing.

We urge you to maintain the state's commitment to vulnerable and older adults.

In Summary

California is a leader in pushing towards a more equitable and thriving community for all Californians through services and supports provided in CalWORKs, child welfare services, and older adults programs. County human services agencies (including Mono County Health and Human Services), the Administration, and the Legislature have invested and worked extremely hard over the past decade to serve our most vulnerable Californians, including families and individuals living in deep poverty, foster youth and their caregivers, and vulnerable and neglected older adults. We recognize that the state is facing significant financial challenges and that difficult choices are needed to address the multi-year budget deficit. However, we urge that the budget **not be balanced on the backs of children and families** already experiencing deep poverty and that you preserve the restorations of these core services and supports.

For these reasons, Mono County urges you and your Administration to maintain funding for these vital and life-saving services and supports.

Sincerely,

John Peters

John Peters (Jun 10, 2024 10:49 PDT)

Supervisor John Peters
Mono County Board Chair

cc:

Richard Figueroa, Office of the Governor
Dr. Mark Ghaly, Health and Human Services Agency
Joe Stephenshaw, Department of Finance
Kim Johnson, California Department of Social Services
Chris Woods, Office of the Senate President Pro Tempore
Jason Sisney, Office of the Speaker of the Assembly

SUPPORT Budget Restorations to Safety Net Services and Supports

Christian Griffith, Assembly Committee on Budget

Jenny Nguyen, County Welfare Directors Association (CWDA)

Graham Knaus, Chief Executive Officer, California State Association of Counties (CSAC)

Justin Garrett, Senior Legislative Advocate, California State Association of Counties (CSAC)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Board of Supervisors, Sponsored by Supervisor Salcido

TIME REQUIRED 30 minutes

PERSONS APPEARING BEFORE THE BOARD

Steven Frisch, President Sierra Business Council and Elaine Kabala, Eastern Sierra Council of Government Executive Director

SUBJECT Update on the California Jobs First Program

AGENDA DESCRIPTION:

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

Informational presentation to update the Board of Supervisors on the Sierra Jobs First program implementation and presentation of draft strategic plan goals, strategies and implementation actions identified to date based on community input.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation
Regional Specific Catalyst Criteria

History

Time

Who

Approval

6/11/2024 9:51 AM	County Counsel	Yes
6/11/2024 11:56 AM	Finance	Yes
6/13/2024 7:52 PM	County Administrative Office	Yes



June 18, 2024

To: Honorable Board of Supervisors

From: Sierra Business Council

Title: Sierra Jobs First Collaborative

Subject: Informational presentation to update the Board of Supervisors on the Sierra Jobs First program implementation and presentation of draft strategic plan goals, strategies and implementation actions identified to date based on community input. This presentation is sponsored by Supervisor Lynda Salcido.

Presenters: Steve Frisch, President Sierra Business Council and Elaine Kabala, Eastern Sierra Council of Government Executive Director

Recommendation: Receive a report on activities of the program to date and provide comments about strategic plan elements.

Discussion: The California Jobs First program is a California state grant supported program to develop a long-range strategic plan for directing future investments in economic development activities that will increase economic mobility for disinvested communities and workers while addressing state climate adaptation goals. Sierra Business Council is the fiscal agent, collaborative convener, and project manager. The program is composed of four parts, a regional summary report laying out existing conditions, a strategic plan laying out strategies and actions to increase



economic mobility, a program “Catalyst” phase investing in regional capacity and pre-development funding totaling \$14 million, and a program implementation phase developing and submitting projects in a statewide competitive grant process over three years to fund projects.

Sierra Business Council seeks 20 minutes on the board agenda to provide an update on progress made to date on the program, to present draft strategic plan elements, and seek input from the board on the draft goals, strategies and implementation actions likely to be included in the strategic plan to be submitted to the state program managers by August 30, 2024.



Sierra Region

Sierra Jobs First Program Update

Mono County Board of Supervisors
June 18, 2024

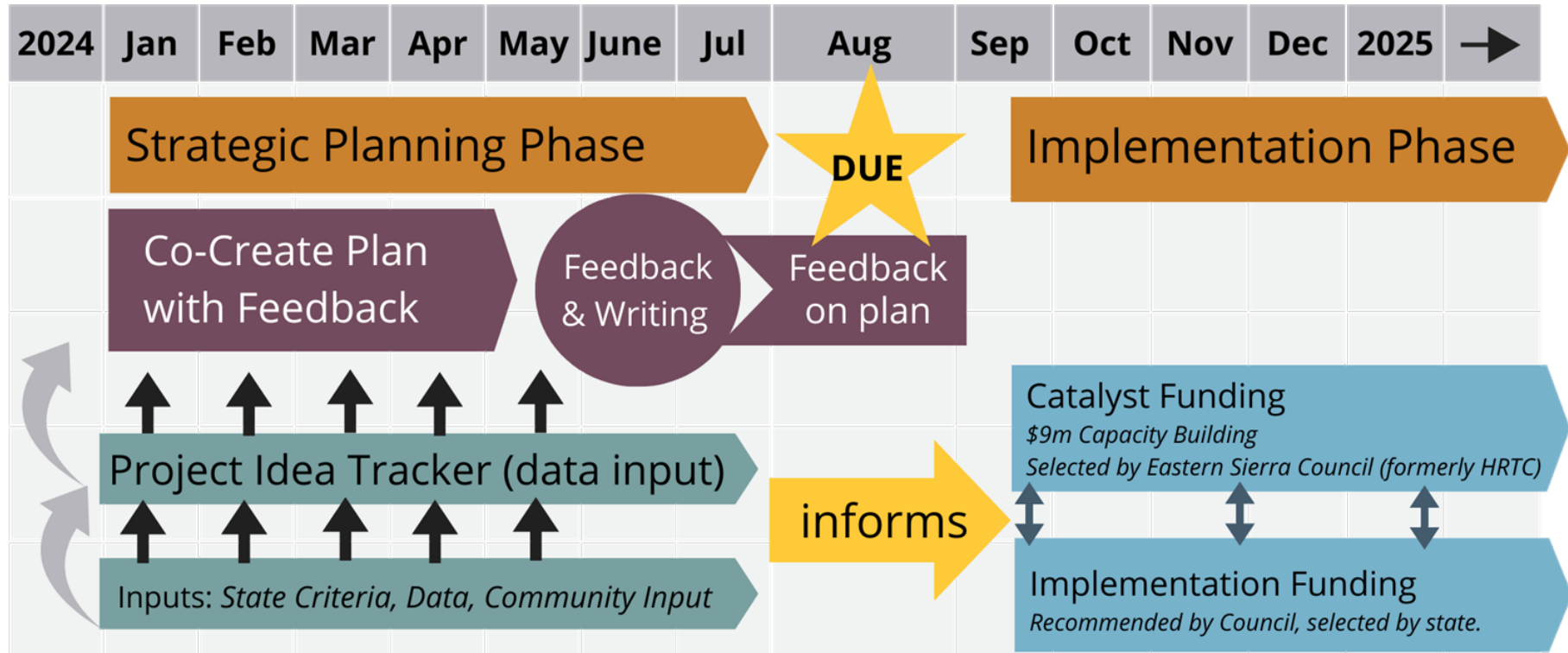


Agenda |

- **Current Status of Sierra Jobs First Program**
- **Key Strategic Plan Areas & Strategies**
- **Opportunities for Comment and Input**
- **Status of Program Funding**
- **Q&A**



Where we are in the CA Jobs First Process



Sierra Jobs First Planning Process

Part 1: Discovery

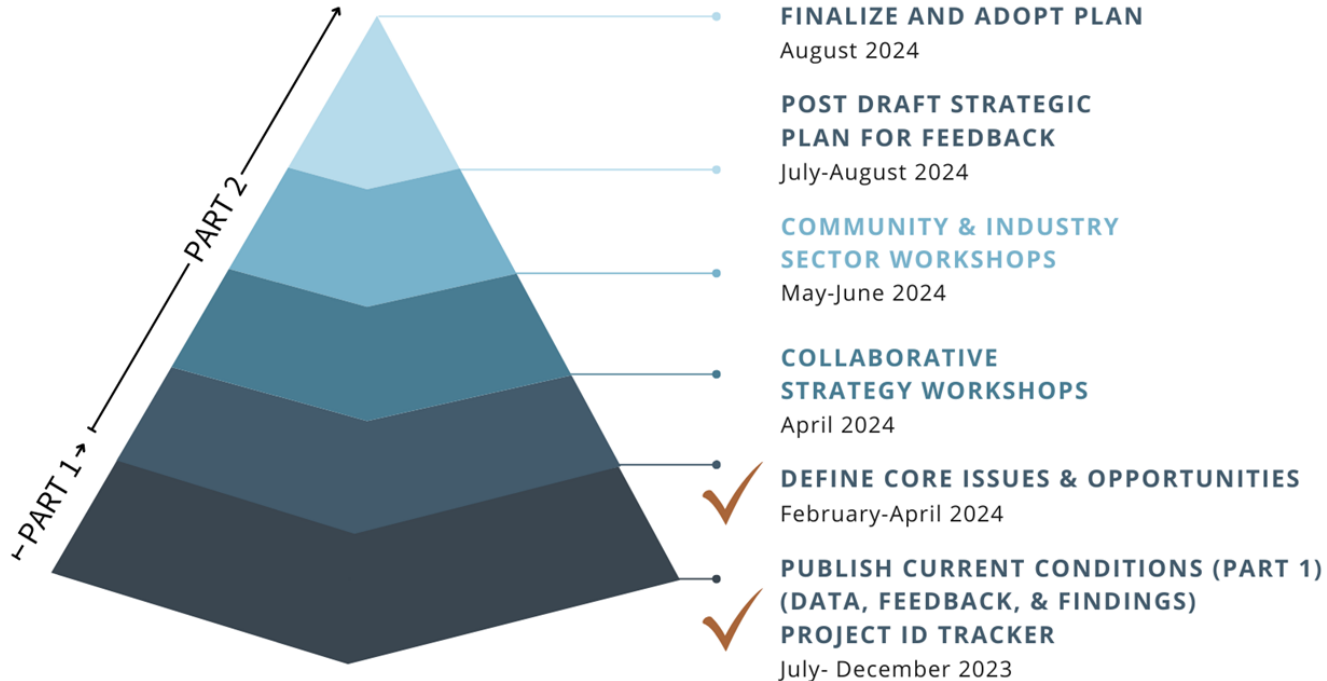
Understanding Current Conditions in the Sierra Region

Part 2: Strategic Planning Phase



Strategic Planning Process

EASTERN SIERRA CALIFORNIA JOBS FIRST STRATEGIC PLAN FRAMEWORK



Funding Overview





 Sierra Region

Strategic Plan

Core Issues & Target Industry Sectors

Sierra Jobs First Outcomes

Outcomes We Hope to Achieve

- Increase the number of quality jobs with equitable access
- Attract investment into disinvested communities, key industries, & infrastructure
- Build climate-resilient communities
- Grow opportunities for the emerging workforce



Priority Industry Sectors

Priority Industry Sectors to Drive Our Work

- Sustainable Recreation and Tourism
- Natural and Working Lands
- Clean Energy and Energy Resilience
- Sustainable Agriculture, Ranching, and Food Systems
- Community Healthcare



Core Issues and Opportunities + Strategies to Get Us There

Our Core Issues and Opportunities

- Workforce Development & Career Readiness
- Physical Infrastructure
- Social Services and Infrastructure
- Governance and Land Tenure/Management
- Housing Affordability and Placemaking

Strategic Actions to Get Us There

Collaboration | Strategic Investments/Actions | Inclusionary Pathways



Sierra Region Core Issues



**Workforce
Development &
Career Readiness**



**Physical
Infrastructure**



**Social
Services and
Infrastructure**



**Governance and
Land Tenure/
Management**



**Housing
Affordability and
Placemaking**

Content Source

Part 1 and a team from regional economic development organizations developed the summary of key issues to today's conversations. Listed in your Highlights booklet on page 9.

Priority Industry Sector Overview

Community Healthcare	Sustainable Recreation & Tourism	Natural & Working Lands	Clean Energy & Energy Resilience	Sustainable Agriculture & Food Systems
<ul style="list-style-type: none">• Regional Access to Quality Care• Specialty Services• Mental Health• Medical Facilities• Workforce Development	<ul style="list-style-type: none">• Balanced Visitation & Tourism• Higher Wage Jobs & Pathways• Climate Change Readiness/Pivots• Entrepreneurs & Main Streets• Events & Culture	<ul style="list-style-type: none">• Wildfire Adaptation• Wood Utilization• Watershed Restoration• Tribal Stewardship Adaptation and Restoration	<ul style="list-style-type: none">• Energy Efficiency & Decarbonization• Energy Resilience and Readability• EV Readiness• GHG Mitigation• Hydrogen	<ul style="list-style-type: none">• Sustainable Food Systems/Security• Climate-Ready Crops• Value Added Products• Agricultural Tourism• Meat Processing• Manufacturing



Strategic Plan - Timeline for Comment & Input

- **June 21st:** Strategic Plan Draft & Summary of Community Feedback Posted
- **June 21st - July 12th:** First Public Review Period
- **July 12th - July 31st:** SBC Internal Revisions
- **July 31st:** Strategic Plan 2nd Draft & Summary of Public Comments Posted
- **July 31st - August 9th:** Second Public Review Period
- **August 10th - August 16th:** SBC Internal Revisions
- **August 16th:** Final Draft & Summary of Public Comments Posted
- **August 16th - August 23rd:** Review of Final Draft by Governing Council
- **August 23rd:** Vote by Governing Council
- **August 29th:** SBC Submits Approved Final Version to State

Status of the Plan, ways to comment, and relevant materials can always be found at SierraJobsFirst.org/strategic-plan/





Program Funding Update

1. **State Budget Cuts:** Proposed Budget cuts \$150 million from Implementation Fund, \$50 million each from next three fiscal years.
2. **Catalyst:** Funding unchanged.
3. **Advocacy Letter:** SBC and the other 12 Regional Conveners have submitted a letter urging the state to restore full funding to the Implementation Fund.





 Sierra Region

Q&A & Next Steps

- Please provide comment on the Strategic Plan in either or both comment periods.
- SBC will provide a copy of funding advocacy letter to local agencies.
- SBC will continue to provide updates as requested.



Sierra Region

Thank you.

Follow up info:

Steve Frisch
Sierra Jobs First

Email: jobsfirst@sierrabusiness.org

Website: [**sierrajobsfirst.org**](http://sierrajobsfirst.org)

Catalyst Fund Project Criteria - Required by State Interagency Team

Equity

Required Criteria	Examples
At least 40% of funds provide direct, meaningful, and assured benefits to disinvested communities	Project benefits communities located within Justice40/ICARP DAC Tool-defined disadvantaged communities
Includes an applicant or co-applicant located in or serving a disinvested community	Project partners with a CBO, tribe, or business serving disinvested communities Project has support from a disinvested community within the project boundary
Align with Executive Order N-16-22 (Racial Equity)	Project can conduct outreach to communities that will benefit/be impacted (translation, outreach partners, meeting people where they are)
Includes equity impact assessment (SBC hopes to have a template with the final RFP)	Project identifies stakeholders and any unintended adverse impact of the project with alternative plans as needed Sample questions: https://www.raceforward.org/sites/default/files/RacialJusticeImpactAssessment_v5.pdf
Includes displacement analysis and avoidance strategy (SBC hopes to have a template with the final RFP)	Project includes methods to avoid community and business displacement due to gentrification, land use planning, lack of transportation, or climate change impacts
Community engagement & feedback mechanisms	Project has a community engagement plan and outlets to communicate project updates and receive feedback

Climate

Required Criteria	Examples
Alignment with CA Air Resources Board (CARB) Scoping plan	Project promotes walkability/bikeability/use of public transit Project decreases energy-related building emissions

	Project expands/benefits carbon storage in natural and working lands
Alignment with EO N-82-20 (Land and Water protection)	Project aligns with 30x30 goals by protecting biodiversity, natural and working lands
Alignment with EO N-19-19 (ZEV Transition)	Project aligns with ZEV goal of all new passenger vehicle sales being ZEV by 2035, with MD/HD vehicles by 2045
Alignment with the Sustainable Groundwater Management Act (SGMA)	No basins in the region are required to have groundwater protection plans under SGMA, but projects should be aligned with protecting groundwater levels and watersheds

Job Quality and Access

Required Criteria	Examples
Promotes the creation of family-sustaining jobs	Jobs created by the project include healthcare and retirement benefits, safe working conditions, etc The average job created by the project pays a regional “high wage” defined as \$64,480 in the Regional Summary (pg. 98)
Ensure equitable access to quality jobs for communities throughout the region	The percentage of jobs created that will pay a “high wage” and don’t require a college degree Jobs created provide on-the-job training and pathways to advancement

Other Criteria

Required Criteria	Examples
Funding model clearly identified	Project has a budget outline and sustainable funding plan for the next phase
Community partnerships leveraged	Project has letters of support from community leaders/residents/groups/businesses within the project boundary
Project can leverage match funding	List other funding the project has obtained or intends to apply for (and meets initial eligibility)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Board of Supervisors

TIME REQUIRED 20 minutes

SUBJECT The Ferguson Group (TFG) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kristi More, Managing Partner of
Strategic Development and Grants
Services Jeremiah Van Auken, Senior
Associate

AGENDA DESCRIPTION:

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

The Ferguson Group, LLC. (TFG) would like to provide an update to the Mono County Board of Supervisors on our ongoing advocacy efforts before the federal government and your representatives in Congress.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Staff Report</p>

History

Time	Who	Approval
6/11/2024 9:52 AM	County Counsel	Yes
6/11/2024 2:13 PM	Finance	Yes
6/13/2024 6:15 PM	County Administrative Office	Yes

Memo



TO: Mono County Board of Supervisors

FROM: Kristi More, Managing Partner of Strategic Development and Grants Services
Jeremiah Van Auken, Senior Associate

DATE: Monday, June 3rd, 2024

SUBJECT: Update on the activities of Mono County’s federal advocacy team, annual federal appropriations, and outlook on the remainder of the 118th Congress.

Discussion

The Ferguson Group, LLC. (TFG) would like to provide an update to the Mono County Board of Supervisors on our ongoing advocacy efforts before the federal government and your representatives in Congress. Discussion points include:

- Review of February 2024 Advocacy Meetings in Washington D.C. with Mono County Supervisors.
- Update on Mono County’s Community Project Funding/Congressional Directed Spending/”Earmark” requests.
 - Evacuation and Emergency Response Routes
 - EMS Station Modifications and Refurbishment
 - USFS Bridgeport Housing Facility Water Line Extension
- Update on annual federal appropriations at large.
- Outlook on the remainder of the 118th Congress.

Recommended Action

TFG does not recommend any specific action at this time. TFG will continue to work with the Mono County Board of Supervisors and the Mono County CAO to advocate for specific issues on behalf of and in the best interests of Mono County before the federal government.

Fiscal Impact

There is no immediate fiscal impact on the County. Activities pertaining to Congressional Appropriations and “earmark” funding could provide the County with additional funding to undertake the projects specified above.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Board of Supervisors

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Armstrong, Regional Broadband
Coordinator

SUBJECT Authorize County Administrative
Officer or Designee to Submit
Broadband Technical Assistance
Payment Reimbursement Requests

AGENDA DESCRIPTION:

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

This is a request for the Board to authorize the County Administrative Officer, Finance Director, and IT Director to submit payment requests for the USDA Broadband Technical Assistance grant. The USDA Rural Utilities Service (RUS) requires that anyone submitting the SF-270 (Request for Advance or Reimbursement) be authorized by that agency's governing board. The Form 675 is the vehicle used to document which individuals are authorized to submit requests for advances or reimbursements to RUS on behalf of an agency.

RECOMMENDED ACTION:

Authorize the County Administrator, Information Technology Director, and Finance Director to submit SF-270 forms (Request for Advance or Reimbursement) to the US Department of Agriculture Rural Utilities Service on behalf of the County for Broadband Technical Assistance grant reimbursement requests and authorize the Chairperson to sign the Form 675 to document the authorization to submit SF-270 forms for grant reimbursement requests.

FISCAL IMPACT:

The County of Mono was awarded an \$83,000 grant in November 2023 for United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) funding to develop shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the unincorporated, exceptionally rural, agricultural area of Hammil, California. This is a reimbursement grant with a budget consisting of \$66,000 for contractor design work and \$17,000 for staff time.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Form675](#)

History

Time	Who	Approval
6/14/2024 10:12 AM	County Counsel	Yes
6/11/2024 2:29 PM	Finance	Yes
6/14/2024 12:12 PM	County Administrative Office	Yes

County Counsel
Christopher Beck

Assistant County Counsel
Emily R. Fox

Deputy County Counsel
Jeffrey Hughes

**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: Christopher Beck, County Counsel

Date: June 18, 2024

Re: Authorization Associated with the USDA Broadband Technical Assistance Grant

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

This is a request for the Board to authorize the County Administrative Officer, Finance Director, and IT Director to submit payment requests for the USDA Broadband Technical Assistance grant. The USDA Rural Utilities Service (RUS) requires that anyone submitting the SF-270 (Request for Advance or Reimbursement) be authorized by that agency's governing board. Form 675 is the vehicle used to document which individuals are authorized to submit requests for advances or reimbursements to RUS on behalf of an agency.

The County of Mono was awarded an \$83,000 grant in November 2023 for United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) funding to develop shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the unincorporated, exceptionally rural, agricultural area of Hammil, California. This is a reimbursement grant with a budget consisting of \$66,000 for contractor design work and \$17,000 for staff time.

By this item, we are requesting the Board of Supervisors Authorize the County Administrative Officer, Information Technology Director, and Finance Director to submit the SF-270 forms (Request for Advance or Reimbursement) to the United States Department of Agriculture – Rural Utilites Service, on behalf of the County for Broadband Technical Assistance grant reimbursement. Additionally, it is requested that the Board of Supervisors authorize the Chairperson to sign Form 675 to document the authorization to submit form SF-270.

If you have any questions on this matter prior to your meeting, please call me at 760-924-1700 or email me at cbeck@mono.ca.gov.

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0572-0074. The time required to complete this information collection is estimated to average 6 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

U.S. Department of Agriculture
Rural Utilities Service

CERTIFICATE OF AUTHORITY

INSTRUCTIONS-Submit one copy to RUS. See 7 CFR 1744 (Telecommunications) and RUS Bulletin 26-1 (Electric)

In conformity with the requirements of the Rural Utilities Service (RUS), and in accordance with the resolution of the board of directors of the _____
BORROWER'S NAME

BORROWER'S ADDRESS

attached hereto, adopted at a meeting of the board, held _____, 20____ at which a quorum of the board was present, the officers and manager, whose signatures appear below, have been authorized to sign the following RUS forms in connection with requisitioning and accounting for Award Funds:

(Check One)

	RUS Form No.	TITLE
<input type="checkbox"/>	270	Request for Advance or Reimbursement
<input type="checkbox"/>		

This certification is to remain in *force* until rescinded by resolution of the board of directors and notification of such action to RUS.

TITLE NAME (TYPE OR PRINT) SIGNATURE

TITLE NAME (TYPE OR PRINT) SIGNATURE

TITLE NAME (TYPE OR PRINT) SIGNATURE

BORROWER'S NAME

SIGNATURE OF PRESIDENT

DATE

SIGNATURE OF SECRETARY



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Board of Supervisors, Sponsored by Supervisor Gardner

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Proposed Mono County Comments
on Preliminary Environmental
Assessment: Removal of Wild Horses
Outside the Montgomery Pass Wild
Horse Territory (MPWHT)

AGENDA DESCRIPTION:

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

Proposed Mono County letter with comments for the Preliminary Environmental Assessment: Removal of Wild Horses
Outside the Montgomery Pass Wild Horse Territory.

RECOMMENDED ACTION:

Approve and authorize Chair to sign proposed comment letter to Inyo National Forest and the Bureau of Land Management regarding wild horse gathering.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Letter - Mono County Comments on BLM PEA for Wild Horse Removal

History

Time	Who	Approval
6/13/2024 10:15 AM	County Counsel	Yes
6/13/2024 11:27 AM	Finance	Yes
6/13/2024 6:09 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

Date: June 18, 2024

To: Mono County Board of Supervisors

From: Sandra Moberly, County Administrative Officer

RE: Proposed Mono County Comments on Preliminary Environmental Assessment: Removal of Wild Horses Outside the Montgomery Pass Wild Horse Territory (MPWHT)

BOARD OF SUPERVISORS

CHAIR

John Peters / District 4

VICE CHAIR

Lynda Salcido / District 5

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Bob Gardner / District 3

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

ANIMAL SERVICES

Chris Mokracek "Interim"

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Stacey Simon, Esq.

ECONOMIC DEVELOPMENT

Jeff Simpson

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

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

Discussion:

The BLM has proposed to remove wild horses outside of the Montgomery Pass Wild Horse Territory (MPWHT) to reduce horse-vehicle collisions on highways 120 East, 6, and 395, mitigating risks to motorists and residents. Other rationale for removing horses includes the protection of public safety, conservation of the Greater Sage Grouse, and safeguarding critical habitats. The draft letter provides support for the program while emphasizing humane treatment of horses according to Comprehensive Animal Welfare Program standards and advocating for a robust adoption program for non-relocated horses. Developing a long-term management plan for wild horses is also a key aspect, ensuring sustainable population control and reinforcing the County's role in collaborative conservation efforts.

Attachment:

Draft letter with Mono County Comments on BLM Preliminary Environmental Assessment for Wild Horse Removal



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

Queenie Barnard, Clerk of the Board

June 18, 2024

Jeffrey Starosta
Inyo National Forest
Bureau of Land Management
351 Pacu Lane
Bishop, CA 93514

Submitted electronically: <https://eplanning.blm.gov/eplanning-ui/project/2026934/510>

Re: "Outside of Montgomery Pass PEA," Mono County comments on Preliminary Environmental Assessment: Removal of Wild Horses Outside the Montgomery Pass Wild Horse Territory (MPWHT)

Dear Mr. Starosta,

Thank you for the opportunity to comment on the Preliminary Environmental Assessment (EA) for the Removal of Wild Horses Outside of the MPWHT. Mono County commented during the scoping phase of the proposed wild horse gather in December 2023; these comments closely follow those expressed in that letter.

Mono County supports the proposed action in the Preliminary EA to (1) protect public safety along roads and highways, (2) conserve the Bi-State distinct population segment of Greater Sage Grouse, (3) protect Mono Lake and other Mono County wildlife habitat, streams, springs, and wetlands; and (4) protect the long-term management, health, and safety of a sustainable wild horse herd in the designated MPWHT.

Human health and safety

Mono County agrees that the proposed action would reduce or eliminate the potential for vehicle vs. horse collisions and improve visitor and resident safety. Currently there are 47 miles of highway along Highway 120 East and Highway 6 in Mono County that are prone to vehicle vs. horse collisions. The No Action Alternative (NAA) would likely result in more horses, more range expansion, and an increase in the total number of miles vulnerable to collisions, resulting in potential injury or death to both people and horses. Under the NAA the potential for horses to range across busy Highway 395 is alarming. In 2021 approximately 40 horses reached within two miles of Highway 395 between Lee Vining and the north junction of Highway 158.

Unmanaged, increasing horse population and range expansion would pose a significant risk to

motorists and residents on Highway 395, Highway 120 East, and US Highway 6 and would also add an unnecessary burden to Mono County EMS and volunteer first responder resources.

Impacts to proposed critical habitat for Sage Grouse and wildlife

Mono County agrees that “Implementation of the proposed action would provide the greatest long-term benefit to wildlife by allowing habitats impacted by wild horses to recover and by eliminating the competition between wildlife species and wild horses.”

Mono County has worked collaboratively with the Inyo National Forest (INF) and Bureau of Land Management (BLM) and other stakeholders to preserve the Bi-State Distinct Population Segment of the Greater Sage Grouse (“Bi-State Sage Grouse” or “Sage Grouse”) for the last 21 years. As part of the Bi-State Local Area Working Group, along with federal, state, local agencies, non-profit organizations, and Tribal representatives, Mono County helped develop and implement the 2012 Bi-State Conservation Action Plan (the “2012 Action Plan”) to prevent the decline of the species and prevent listing under the Endangered Species Act (ESA). Working collaboratively to prevent listing has value for Mono County residents, private land, and business owners in the County.

The NAA would allow wild horses to further increase population and expand their range into additional lekking sites and further modify, destroy, or curtail Sage Grouse habitat or range. In addition to Sage Grouse, horses compete with other wildlife for habitat in areas with limited water and forage, impacting mule deer, pronghorn, and migratory birds. The NAA would allow that competition to continue unabated, further degrading habitat.

The Mono Basin National Forest Scenic Area and the Mono Lake Tufa State Natural Reserve are particularly impacted, and these designations within Mono County contain important geologic, riparian, and wetland resources that are important to residents and visitors alike.

Implement highest level of care with Comprehensive Animal Welfare Program (CAWP) standards

Under the proposed action horses must be treated in a strictly enforced ethical and humane manner. Agency staff and contractors should have the highest level of training and exercise the highest degree of professional care for horses on the range during gathers, transport, and at off-range corrals. Agency staff must demonstrate CAWP compliance standards for contractors, and both agency and contractor staff should work to perpetually improve animal handling during and after a gather. Mono County would appreciate notification of public viewing opportunities associated with the proposed action to potentially observe the implementation of CAWP, and BLM Standard Operating Procedures.

For horses that cannot be relocated back to the MPWHT, a successful adoption program should be a priority. INF and BLM can engage partners and dedicate additional resources to horses at off-site corrals in order to efficiently adopt horses to adopters that can provide a home and care under humane conditions. The Double Devil Wild Horse Corrals with the Modoc National Forest has a reputation for a very high rate of adoption, and their adoption program model should be considered.

Long-term management strategy for horses in and outside of the MPWHT is necessary

As stated in the December 2023 letter, the INF must prioritize the development of a long-term management and monitoring plan that evaluates the success of the proposed action and strategies for maintaining the wild horse population at a sustainable level within the MPWHT and preventing horses from expanding beyond the territory. The implementation of an agency-partner program that involves monitoring, fertility control, and public education could be valuable for the long-term management sustainability of wild horses in the MPWHT.

Mono County values its wild horses, but also recognizes that left unmanaged, these animals will expand in range and population, escalating impacts to the land, public safety, and the health and welfare of the horses themselves.

Thank you for considering these comments.

Sincerely,

John Peters

Mono County Board of Supervisors Chair



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Finance

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD** Janet Dutcher, Finance Director

SUBJECT Contract with Government Finance
Officers Association for Internal
Business Process Review and
Project Management Consulting
Services for a New Enterprise
Resource Planning System

AGENDA DESCRIPTION:

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

Proposed contract with Government Finance Officers Association (GFOA) for internal business process review and project management consulting services for implementing a new Enterprise Resource Planning (ERP) System. The term of the contract is July 1, 2024, through June 30, 2029, for an amount not to exceed \$385,500. The arrangement is organized into three phases. Phase 1 and 2 includes planning, process improvement identification, needs assessment, ERP to software vendors, selection of a new ERP software package, and contract negotiations. Phase 3 includes implementation of the chosen ERP System.

RECOMMENDED ACTION:

Approve, and authorize the County Administrative Officer to sign, contract with GFOA for internal business process review and project management consulting services for implementing a new ERP System for the period July 1, 2024, through June 30, 2029 and a not-to-exceed amount of \$385,500, and delegate authority to the County Administrative Officer to approve future minor changes or revisions that do not substantially alter the contract and are approved by County Counsel.

FISCAL IMPACT:

Up to \$385,500 through June 30, 2029. First year estimate is up to \$193,000. The requested budget for FY 2024-25 includes \$100,000 for this contract. Staff will secure the remaining \$93,000 of the contract during the mid-year budget process.

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
Contract
GFOA Proposal

History

Time	Who	Approval
6/12/2024 2:40 PM	County Counsel	Yes
6/13/2024 7:51 AM	Finance	Yes
6/13/2024 3:46 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 and Members of the Public

From: Janet Dutcher, Finance Director

Date: June 18, 2024

RE: Contract with Government Finance Officers' Association for Internal Business Process Review and Project Management Consulting Services for a New Enterprise Resource Planning System

Background

An Enterprise Resource Planning (ERP) system comprises a set of integrated software modules featuring one centralized database that uses information communication technology to account for every dollar we receive and how we spend it. The intent is to create efficiencies and effectiveness by reengineering and automating our business processes, eliminating redundant third-party applications, capitalizing on data sharing, and retrieving information in a real-time environment that facilitates good decision-making. It brings our business processes and routine financial tasks under "one umbrella."

Examples of integrated modules include:

- Accounting
- Project Accounting
- Human Resources
- Cash Management
- Cost Accounting
- Receivables
- Procurement
- Risk Management
- Payroll
- Investing
- Work Orders
- Reporting
- Capital Assets
- Planning
- Budgeting
- Permitting & Licensing
- Time Tracking
- Performance Management

The key benefits of a well-functioning ERP System include:

- Automation of business processes
- Data Sharing
- Information in real-time
- Eliminate redundancies

Mono County's Current System

In January 2015, the County entered into an amended agreement with Harris Systems USA, Inc., dba Harris ERP, (formerly Systems Consultant, Inc., formerly Government e-Management Solutions Inc.) for migrating from a specific version of Government e-Management Solutions, Inc. (GEMS) financial

accounting software to implement the vendor's newer Innoprise ERP, consisting of the following modules:

- Financial (implemented and currently being used)
- Payroll (implemented and currently being used)
- Cash Receipting (implemented and currently being used)
- Human Resources (not implemented)
- Tax (not implemented)
- Community Development (not implemented)
- Work Order – Cost Accounting (not implemented)

Of the seven modules purchased by Mono County from Harris, only three, the core three that comprise the County's current accounting system, were implemented, making the upgrade from GEMS to Harris's flagship ERP system a failed ERP implementation. As a result, Mono County did not benefit from the critical benefits of a well-functioning ERP system: sharing one data source, eliminating redundancies, and efficiencies derived from integrating key processes using one system. Harris has abandoned Innoprise in recent years and no longer supports this software. Its key ERP application is CitySuite, for which the County is still waiting to receive a scheduling response from Harris. The ERP market has grown with many more modern ERP vendors, allowing for greater automation, system integration, and efficiency. This is an opportunity for Mono County to make meaningful business process improvements by replacing our current ERP system, which Harris no longer supports.

Additionally, the County incurs costs for many third-party software applications, which have the potential to either eliminate them or build custom interfaces that eliminate double entry by staff. Some, but not all, of these applications include:

- OpenGov – financial reporting, transparency portal, budgeting, workforce costing
- Clarti Cloud – permitting and licensing
- CAMS – roads, public works, and facility cost accounting and work order management
- In Time – sheriff, jail, and court bailiff scheduling and time reporting
- Accela EnvirionConnect – environmental health for tracking activities and time against facilities (restaurants, businesses, water systems, etc.). Also used by Public Health fiscal staff for accounts receivable activities (invoicing, payments, notices, permit printing, fee tracking, etc.)
- Paperless Knowledge (Maxime) – public health staff for time study tracking. Used by public health fiscal staff for cost accounting purposes, primarily grants.
- Fiscal Experts (Time Study Buddy) – social services for time study tracking. This specialized program tracks and updates state program codes so the department can bill for state reimbursements.
- SmartCare – used by Behavioral Health for Medi-Cal billing. It includes time tracking by staff.
- Quickbase – internally developed applications that IT staff use for timekeeping, rate setting, inventory management, budgeting, and financial monitoring.
- Target Solutions (Vector Solutions) – used by paramedics for timekeeping, scheduling, training, and rig checking. This application is specialized for emergency medical services operation.
- NeoGov – HR recruiting and personnel management
- Megabyte – property tax administration, billing, and collection.

The above list is not a comprehensive list of third-party software applications. A new ERP system may eliminate these systems by integrating their functionality into the new system or may automate common data elements by eliminating manual double entry by staff. Additionally, Finance staff identified specific failings with the current system, and these failures serve to establish minimum objectives for implementing a new system. These include a lack of time reporting by activity or project, redundancy of multiple applications duplicating functionalities a new ERP system can provide, lack of integration of data and making integrated reporting impossible, and the nonresponsiveness of Harris and their elimination of support for our current application.

Implementing a new ERP system is a complex and risky endeavor. The County's implementation of its current ERP system is an example of the opportunities lost when implementations fail – a failure to fully benefit from the greater efficiencies of integrated systems and data sharing. The existing literature identifies several risk factors associated with what causes a failed ERP implementation, including:

- Not considering the requirement to change our policies and procedures. Many organizations create workarounds in the new ERP system so that current processes remain the same.
- There is a high risk of disrupting existing transactions and services. Planning is essential where the new system is planned using a dedicated team and it is implemented in parallel with the current system.
- Employees and an organization that might be resistant to change. Change management is an essential skill set that needs to be added to the ERP project team.
- The learning curve can be steep for employees transitioning from one system to another.
- Selecting a product that does not meet our needs or only partially satisfies existing requirements results in maintaining existing third-party software and a missed opportunity to achieve efficiencies.
- Many organizations fail because they are not prepared to change. Change management requires identifying roles, redefining business processes, training, and communication.

Because of the high risk and costs associated with ERP implementation failure, staff sought to duplicate a model many other counties in California used recently to identify and implement their new ERP software. That model is to engage with a consultant contracted to provide the following scope of work:

- Develop and document existing (as is) and proposed (to be) functional data requirements, including business process workflow, for all County departments utilizing the new ERP software.
- Prepare a Request for Proposal (RFP) that the County will issue for new ERP software and implementation services.
- Lead the County through the ERP software selection process.
- Participate in contract negotiations with the selected ERP software vendor.
- Act as the County's project manager, guiding the County in implementing the selected ERP software package.

Discussion

Finance issued a Request for Qualifications (RFP) for an ERP Implementation Consultant in early March and received two responses. Finance and County Administration staff reviewed both proposals and selected the Government Finance Officers Association (GFOA) as the successful bidder. GFOA's proposal included a fixed, all-in, not-to-exceed fee and demonstrated extensive experience implementing ERP Systems for 18 counties in California.

GFOA is a non-profit association that represents public finance officials throughout the United States and Canada. The Association's more than 23,500 members are federal, State/provincial, and local finance officials deeply involved in planning, financing, and implementing thousands of government operations in each of their jurisdictions.

Below is a summary illustrating the scope of the services anticipated by GFOA.

Phase 1 – Business Process Improvement / Readiness

- Set up a steering committee as a governance structure for the replacement project.
- Identify potential business process changes.
- Prepare a needs assessment identifying gaps to address or identify the County's improvement options and help establish a future vision for administrative processes.
- Develop and issue RFP to software vendors.

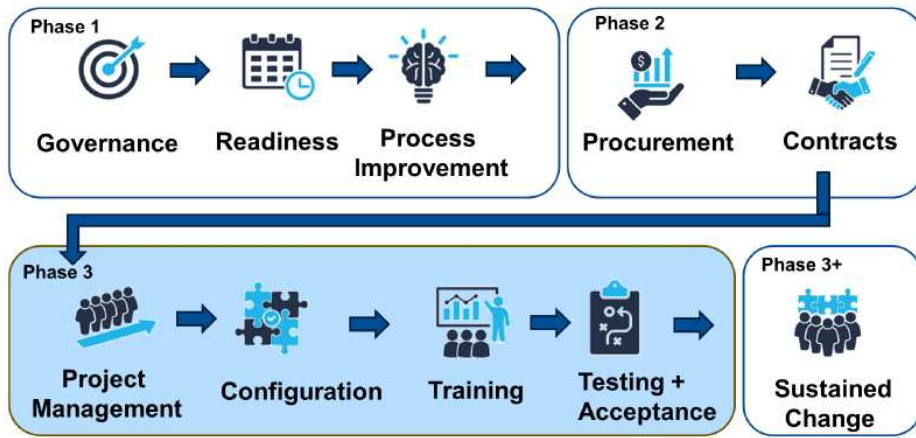
Phase 2 – ERP Vendor Selection

- Evaluate ERP vendor proposals
- Select ERP vendor
- Negotiate Contract

Phase 3 – Implementation

- Provide project oversight with selected ERP vendor
- Conduct post-project assessments, evaluating the County's success at meeting project goals and the effectiveness of the change process.

The purpose of this agenda item is to approve the contract between the County and GFOA for the scope of services discussed in the memo. Attached to the proposed contract is GFOA's proposal, which includes the following graphic illustrating the scope of services anticipated by GFOA.



This is a multi-year contract, expected to span two to five years, with a not to exceed cost of \$385,500.

**AGREEMENT BETWEEN COUNTY OF MONO
AND GOVERNMENT FINANCE OFFICERS ASSOCIATION
FOR THE PROVISION OF INTERNAL BUSINESS PROCESS REVIEW AND PROJECT
MANAGEMENT CONSULTING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Government Finance Officers Association of the United States and Canada (hereinafter referred to as “Contractor”), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2024, to June 30, 2029, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$385,500 (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

If Exhibit 4 ("Invoicing, Payment, and Retention") is attached to this Agreement, then the language contained in 4 shall supersede and replace this Paragraph 3.E. in its entirety.

F. Federal and State Taxes.

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

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

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

sums is the sole responsibility of Contractor. County has no responsibility or liability for payment of Contractor's taxes or assessments.

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or

manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

C. Retained Rights. County acknowledges that Contractor conducts ongoing research and consulting services for other governments and clients and has accumulated expertise in this field. Notwithstanding anything set forth in this Agreement to the contrary and the foregoing provisions of this Section 7, Contractor will retain all right, title and interest in and to all GFOA Materials and all GFOA Materials are, and shall remain, GFOA's sole and exclusive property. For purposes of this Agreement and any SOW, "GFOA Materials" means all methodologies, ideas, concepts, processes, techniques, tools, solutions, trade secrets, research data, databases of information and specialized database applications, software applications, computer programming and/or coding, and other materials, information and know-how developed by Contractor or any of its contractors or affiliates prior to the execution of this Agreement, during the Term of this Agreement or independent of the Services being provided under this Agreement or any SOW. The County shall not have or obtain any right or title to or interest in the GFOA Materials (or in any modifications or enhancements thereto) except as explicitly set forth in this Agreement. County shall have a perpetual license to all GFOA Materials provided to it before, during, or after the Term of this Agreement.

8. INSURANCE

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

A. Minimum Scope and Limit of Insurance. Coverage shall be at least as broad as (please select all applicable):

Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

Workers' Compensation: as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

Worker's Compensation Exempt: Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

Professional Liability (Errors and Omissions): Insurance appropriate to the Contractor's profession, with limit no less than \$1,000,000 per occurrence or claim, \$1,000,000 aggregate.

Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the County.

B. Other Insurance Provisions. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (1) **Additional Insured Status:** The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 if a later edition is used).
- (2) **Primary Coverage:** For any claims related to this contract, the Contractor's insurance coverage shall be primary and non-contributory and at least as broad as ISO CG 20 01 04 13 as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.
- (3) **Umbrella or Excess Policy:** The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.
- (4) **Notice of Cancellation:** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the County.
- (5) **Waiver of Subrogation:** Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- (6) **Self-Insured Retentions:** Self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or County. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$100,000 unless approved in writing by County. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. County may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. County reserves the right to obtain a copy of any policies and endorsements for verification.
- (7) **Acceptability of Insurers:** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.
- (8) **Claims Made Policies:** If any of the required policies provide claims-made coverage:
- a. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
 - b. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
 - c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of work.
- (9) **Verification of Coverage:** Contractor shall furnish the County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements. All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the County before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- (10) **Special Risks or Circumstances:** County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. STATUS OF CONTRACTOR

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

Contractor and County that this Agreement shall not, under any circumstances, be construed to create an employer-employee relationship or a joint venture. As an independent contractor:

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

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

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

10. DEFENSE AND INDEMNIFICATION

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

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

11. RECORDS AND AUDIT

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

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

12. NONDISCRIMINATION

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

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

13. TERMINATION

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

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

14. ASSIGNMENT

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

15. DEFAULT

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

16. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 22.

17. CONFIDENTIALITY

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

18. CONFLICTS

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

19. POST-AGREEMENT COVENANT

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

20. SEVERABILITY

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

21. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 22.

22. AMENDMENT

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

23. NOTICE

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

County of Mono:
Janet Dutcher, DPA, MPA, CGFM, CPA
P.O. Box 556
Bridgeport, CA 93517
jdutcher@mono.ca.gov

760-932-5494

Contractor:

Michael J. Mucha, Government Finance Officers Association
203 North LaSalle Street, Suite 2700
Chicago, IL 60601-1210
mmucha@gfoa.org
312-977-9700

24. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

25. ENTIRE AGREEMENT

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

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

COUNTY OF MONO:

CONTRACTOR:

By: _____

By: _____

Name: Sandra Moberly

Name: Michael J. Mucha

Title: County Administrative Officer

Title: Deputy Executive Director

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND GOVERNMENT FINANCE OFFICERS ASSOCIATION
FOR THE PROVISION OF INTERNAL BUSINESS PROCESS REVIEW AND PROJECT
MANAGEMENT CONSULTING SERVICES**

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2029

SCOPE OF WORK:

The scope of work shall be the services as described in the Scope at pages 4 - 23 of the Internal Business Process Review and Project Management Consulting Services in Support of Replacing the County's Enterprise Resource Planning (ERP) System, submitted in response to the County's Request for Proposals due April 15 and attached hereto as Exhibit 1 and incorporated herein by this reference.

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND GOVERNMENT FINANCE OFFICERS ASSOCIATION FOR
THE PROVISION OF INTERNAL BUSINESS PROCESS REVIEW AND PROJECT
MANAGEMENT CONSULTING SERVICES**

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2029

SCHEDULE OF FEES:

The schedule of fees is set out in the Cost Proposal at pages 32-33 of the Internal Business Process Review and Project Management Consulting Services in Support of Replacing the County's Enterprise Resource Planning (ERP) System, submitted in response to the County's Request for Proposals due April 15 and attached hereto as Exhibit 1 and incorporated herein by this reference.

GFOA's proposal is based on rates of \$275 per hour. GFOA will honor a rate of \$275 per hour for all future work on this project, including any potential services provided through the end of the County's ERP implementation project. However, GFOA feels that it is in the County's best interest to contract for a fixed price amount based on completion of milestones. GFOA's proposal is based on a fixed (not-to-exceed) amount for completion of milestones. GFOA does not increase costs or require change orders if the project ends up being more complex than initially estimated, runs into delays, or requires additional hours.

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



Government Finance Officers Association

Research and Consulting Center

In Response to County RFP Due April 15, 2024



County of Mono, CA

**Internal Business Process Review and Project Management
Consulting Services in Support of Replacing the County's
Enterprise Resource Planning (ERP) System**

April 15, 2024



Government Finance Officers Association

203 North LaSalle Street, Suite 2700

Chicago, IL 60601-1210

312.977.9700 fax: 312.977.4806

April 15, 2024

County of Mono

Attn: Janet Dutcher

Mono County Finance department

PO Box 556

Bridgeport, CA 93517

Email: jdutcher@mono.ca.gov

Dear Janet,

The Government Finance Officers Association (GFOA) is pleased to present this proposal to the County of Mono ("the County) to provide enterprise resource planning (ERP) software selection advisory services for replacement of the County's Harris (GEMS) financial system and potentially other related administrative systems. We understand the great opportunity that an ERP system replacement project provides and focus on using that chance to make lasting improvements to policies, business processes, and outcomes for the organization. We also understand importance of making decisions on the future of your systems after careful analysis, understanding of issues, development of future state goals and the risks that organizational change can bring.

Over 600 governments (including many others in California) have found value in our experience, expertise, and detailed approach to ERP projects. As one of the premier membership associations for public-sector professionals, we very much appreciate our ongoing partnership with the County. As a service provided to members, GFOA can offer independent, objective, and best practice focused consulting services consistent with our mission to improve government management.

GFOA has reviewed the Mono County Standard Agreement template and sees no problems with entering into an agreement in the future if selected. If there are any questions or you would like to discuss the proposal, please let me know.

Sincerely,

A handwritten signature in black ink, appearing to read 'Michael J. Mucha', is written over a light blue horizontal line.

Michael J. Mucha

Deputy Executive Director

Director, Research and Consulting Center

Government Finance Officers Association

Phone: 312-977-9700

Email: mmucha@gfoa.org

Washington, DC Office

660 N. Capital Street, NW ● Washington, DC 20001 ● 202.393.8020 fax: 202.393.0780

www.gfoa.org



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About GFOA

The Government Finance Officers Association (GFOA) is the premier association for public sector finance professionals in the United States and Canada. Founded in 1906, GFOA currently has over 23,500 members that look to GFOA as the gold standard for identifying, developing, and communicating leading practices in government management. As a non-profit organization, GFOA’s mission is to promote excellence in state and local government financial management. GFOA accomplishes this mission by identifying and developing policies and practices and promoting them through education, training, certification, membership recognition, consulting, and ongoing advocacy and leadership.



GFOA’s Research and Consulting Center (RCC) is nationally recognized for its comprehensive analytical and advisory services, as well as for research on issues specific to state and local governments’ financial, human resource, procurement, payroll and operational management. Since beginning operations in 1977, the RCC has assisted hundreds of cities, counties, public utilities; and other forms of government to create best practice solutions to meet their unique challenges. Approximately 25 years ago, GFOA began consulting for enterprise resource planning (ERP) system assessments, procurement, contract negotiation, and implementation advisory services. This practice now represents the majority of all GFOA engagements and GFOA has built a reputation as the unparalleled leader in the field of providing objective, independent advice for ERP procurement and implementation projects. Our approach to ERP projects focuses on business process improvement, effective governance, and building organizational readiness throughout each stage of the procurement process.

GFOA Research and Consulting Values	
Honest / Trustworthiness	<ul style="list-style-type: none"> • We engage, communicate clearly, and can be consistently relied on in pursuit of the GFOA mission.
Process and Solution Focused	<ul style="list-style-type: none"> • We develop pragmatic solutions to solve problems.
Analytic	<ul style="list-style-type: none"> • We use our experiences, collect evidence, seek feedback, and keep an open mind to facilitate ongoing improvement.
Networked	<ul style="list-style-type: none"> • We leverage each other, our members, and other contacts to deliver the best.
Transformative	<ul style="list-style-type: none"> • We aim high and go big by introducing new ideas and seeking to change behaviors.

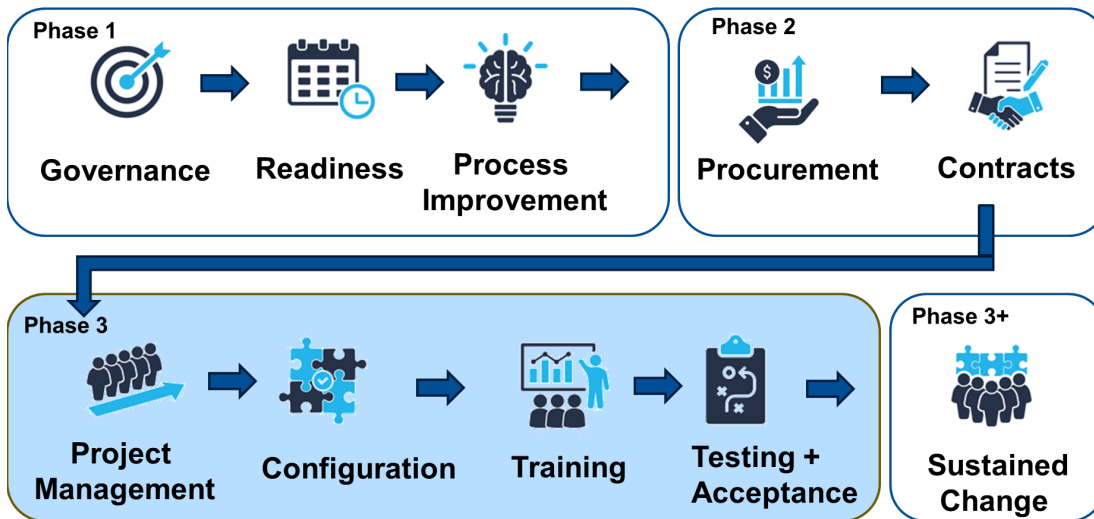




Scope

ERP system implementations offer much promise for improving business processes, empowering employees with tools to become more effective, and ultimately transforming the entire organization. With improvements in technology and market trends favoring “cloud technologies,” this shift not only includes business process, but also risk management, organizational roles, and governance. However, implementation of these systems is a complex effort and many organizations struggle to realize many of the promised benefits. GFOA understand that the County is using GEMS financial system. Compared to current systems, more functional and modern alternatives exist in the market that may provide advantages to the County. Prior to making decisions on technology, GFOA assumes the County is looking for GFOA to provide an overall assessment of business process, system utilization, and help plan for future vision for administrative processes in the County. While focus of the analysis will be on the scope of functions in the primary finance, procurement, human capital, and payroll systems, GFOA will also review other related administrative systems, such as the organizations use of work order/asset management applications or other systems that integrate to an ERP system or where the market may support options for replacement within an ERP system. GFOA prefers to take an enterprise-wide approach to system decisions with knowledge of the complete systems landscape.

GFOA’s scope and services for this proposal are organized into major phases.



Phase 1 – Business Process Improvement / Readiness

- Task 1: Project Planning and Management (Governance)
- Task 2: Initiate Readiness - Needs Assessment / Process Analysis
- Task 3: Readiness/Action Plan (Process Improvement)

Phase 2 – RFP Development and Selection Assistance





- Task 4: RFP Development / Scope Development
- Task 5: Evaluation Strategy
- Task 6: System and Vendor Selection
- Task 7: Contract Negotiations

Phase 3 – Implementation Project Management Services

- Task 8: Implementation Advisory Services

Phase 3+ - Sustained Change

Task 9: Post Project Assessments

Within each phase we have identified major tasks and each task includes deliverables and milestone payments that are defined below. GFOA views every project as a partnership with our client and we aim to work together as a team to address project risks, issues, recommendations and build a strategic path forward along with organizational momentum for the ERP implementation.

Task 1: Project Planning and Management (Governance)

Working together, the GFOA and the County project manager will prepare the following tools that will be essential to project coordination. In preparing all project planning and management plans, we will work to work this project into the structure that already exists at the County.

- **Governance Support** – GFOA recognizes that the success of any change project depends on the ability to adapt to the changes that technology brings to both business process and organizational culture. We also understand that any enterprise system is not owned or controlled by one department in the organization. We are proposing to assist the County with the development of a governance structure for the project.

This would include identifying the model for a steering committee, project team, and any business process improvement functions. Even in small organizations, having clear roles and responsibilities is essential. We have also found that governance of a future ERP system needs to be enterprise-wide and



will work to develop a collaborative model that works for all stakeholders. We also know that having clear and defined roles is a huge advantage when issues arise. Our Financial Foundations Framework identifies five (5) key pillars of effective and sustainable management. Each pillar includes different leadership strategies and/or institutional design principles that we have found translate exceptionally well to ERP governance. Understanding that local governments cannot order people to collaborate, leadership strategies help inspire pride and public support for a strong financial foundation. Institutional design principles,





meanwhile, are the “rules of the road.” They provide the context for leadership strategies and ensure continuity of good financial practices through changes in leadership. For more information, please visit <http://gfoa.org/financial-foundations>.

- **Project Team Set Up** - GFOA will help the County prepare for analysis meetings by providing resources to assist in identifying process investigation teams (“PIT Crews”). These PIT Crews will be made up of representative stakeholders from various departments from the County to help bring an “enterprise-wide” focus to existing business processes and system functions. We consider this approach a critical element in the long-term success of the project and will help initiate teams and begin planning for overall involvement throughout the project.
- **Project Plan** – GFOA will prepare a project plan that lists tasks and milestones. We then track the project in a collaboration tool (Microsoft Teams). GFOA also will prepare project dashboards, issue lists, and communication tools that will be used throughout the project.
- **Project Management** – GFOA will participate in regular project management meetings and provide a regular (monthly or more frequently as desired) status report for the project. We expect our project manager to serve as a coach, guide, and advisor throughout the project. They will maintain regular communication to address issues, point out risks, provide lessons learned, and ultimately work to help the project be a success. Ongoing costs and effort for all project management activities are built into GFOA’s milestones and deliverables. As part of our ongoing project management services, we will help prepare any communications, attend council meetings, or help delivery key messages to County stakeholders.
- **Project Management Coaching** – GFOA offers coaching services to County project management staff. Often, ERP project managers step into a new role – taking on additional responsibilities and a position of authority within the organization. For some new or inexperienced project managers, this can be quite intimidating. For experienced project managers, this project may represent new challenges related to communications, conflict resolution, diverse teams, or change management. GFOA has established an executive coaching program that brings together a cohort of project managers from across GFOA’s ERP projects. The program is option, but provides resources and support for up to one (1) ERP project manager. Meetings occur monthly (or as necessary) and include both live and on-demand training services.

Task 1: Project Planning and Management

Duration	• 1-2 Months + Ongoing Throughout Project
On-Site Presence	• As Necessary
Deliverables	• Project Charter





- Project Goals
- Project Plan
- Staffing Readiness
- Status Report Template
- Ongoing Readiness and Project Support Recommendations
- MS Teams Collaboration Site
- Weekly Status Reports
- Additional Update As Required

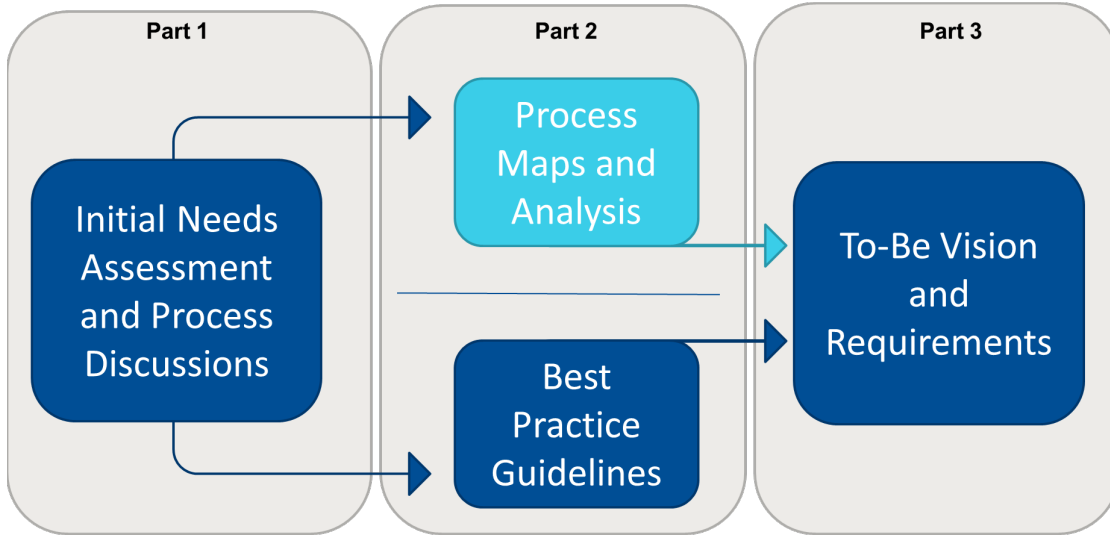
Task 2: Needs Assessment / Process Analysis

Our proposal includes services for GFOA to take a lead role in identifying potential business process changes along with preparing a needs assessment. The needs assessment focuses on gaps to address or improvement options for the organization and helps to establish a future vision for administrative processes. While we will look at opportunities for system improvements, we also want to consider business process and policies – as the most impactful changes occur when system and process/policy change occur together.

GFOA will meet with stakeholders and gather information on how the current systems are being used and how it supports business processes. GFOA uses the three-part approach depicted in the graphic above to guide business process improvement. For the first part, GFOA will facilitate initial business process discussions to better understand the current situation and begin discussing expectations and goals for a future system. As part of this effort, GFOA will also prepare an initial needs assessment for the County that highlights key issues and areas for further analysis.

A major benefit from sessions facilitated by GFOA consultants is that stakeholders will share a common understanding of the current process and can explore together the current challenges, weaknesses, and areas for improvement. By discussing changes in the open, it is also a critical change management strategy to help the organization begin the transition to a new process.





Based on our understanding of the County’s needs, the needs assessment report will be used to achieve the following:

- Identify strategic decision for related administrative systems
- Identify business process improvements for the County based on GFOA’s knowledge of industry best business practices and other public organizations
- Determine appropriate scope of services the County provides to other organizations (Special Districts, Town of Mammoth Lakes, and schools) to include in an ERP system project
- Highlight key trends within the ERP software market
- Develop preliminary project budget
- Determine recommended scope and schedule of system replacement project
- Potential schedule for system replacement (considering potential for staggered project phases or procurements)
- Identify short-term options that may be available for risk mitigation or process improvement

The following table identifies GFOA’s starting point for identifying the process scope of the project. During Task 1, GFOA project managers will confirm this scope with the County and many any adjustments that are necessary. Where appropriate, we may conduct separate meetings with select County departments, but GFOA’s initial approach is to facilitate meetings with representation from a variety of departments together.

Process List	
Process	Task / Topics
Accounting	<ul style="list-style-type: none"> • Chart of Accounts • General Ledger Transactions • Grant / Project Tracking





Process List	
	<ul style="list-style-type: none">• Financial Reporting
Budget	<ul style="list-style-type: none">• Operating Budget• Capital Improvement Planning (CIP)• Capital Budget• Budget Adjustments / Amendments
Procure – Pay	<ul style="list-style-type: none">• Vendors• Purchase Requisitions<ul style="list-style-type: none">○ RFP / RFI / RFQ• Purchase Orders / Contracts• Inventory• P-cards• Change Order• Accounts Payable• Travel Reimbursement
Customer Billing	<ul style="list-style-type: none">• Customer File• Online Bill Pay• Billing• Accounts Receivable
Treasury	<ul style="list-style-type: none">• Cash Receipts<ul style="list-style-type: none">○ Online payments• Disbursements• Interest Allocation• Bank Reconciliation
Asset Management	<ul style="list-style-type: none">• Asset Acquisition• Asset Tracking• Transfer / Disposal / Retirement• Inventory• Work Order<ul style="list-style-type: none">○ Service Requests○ Work Orders / Scheduling○ Preventative Maintenance○ Asset History
Human Resources	<ul style="list-style-type: none">• Positions• Employee File• Benefit Enrollment• Personnel Evaluations / Performance Management• Risk Management (Injury / Workers Comp)• Training / Certifications
Personnel Actions	<ul style="list-style-type: none">• Recruitment• New Hire• Personnel Actions (Salary Adjustment / Position Change)
Time Entry – Payroll	<ul style="list-style-type: none">• Time Entry• Time Approval





Process List	
	<ul style="list-style-type: none"> • Payroll Calculations • Payroll Processing • Leave Management (FMLA)
Third Party System Integration *	<ul style="list-style-type: none"> • OpenGov • Clarti Cloud • CAMS • In Time • Accela EnviornConnect • Paperless Knowledge (Maxime) • Fiscal Experts • SmartCare • Quickbase • Target Solutions • NeoGov • Others as identified in GFOA’s analysis or provided by the County

Note: For general system wide features such as reporting, dashboards, workflow, notifications, document management, etc. we will cover each within the appropriate business process areas. For third party systems in place, GFOA will analyze the existing business process and make recommendations to better integrate the application in with a modern ERP or for the County to pursue replacement of the third party application with functionality included in a base ERP system.

Task 2: Needs Analysis / Process Analysis	
Frequency	<ul style="list-style-type: none"> • 2-3 Months
On-Site Presence	<ul style="list-style-type: none"> • Approximately 50-75% Onsite
Deliverables	<ul style="list-style-type: none"> • Process and System Analysis • Current State Process Documentation • Policy Analysis

Task 3: Develop a Plan of Action

Moving forward with guidance from the County, GFOA will continue discussions bringing in either a collaborative approach to process mapping and process change or use of best practice guidelines to generate additional discussion and reaction around business process change to prepare for potential system change. For processes where GFOA’s mapping technique is used (typically processes that occur frequently and involving many different stakeholders (example: purchasing approvals or time entry)), mapping process is a critical first step in change management. GFOA’s mapping process is a highly collaborative one and will involve participation of a wide variety of stakeholders,





including the PIT crews established in Task 1. Once maps are developed, GFOA consultants will conduct an analysis to benchmark the existing processes against recognized public sector best practices, ERP functionality, other organizations, and the County’s project goals. We will also facilitate sessions that are similar to “Lean” process improvement workshops to discuss improvement strategies with the County staff.

GFOA applies these process improvement strategies to the County’s current process and mark up or revise the process maps as part of discussions and meetings to communicate potential business process improvements, changes, and future state options. This documentation will also highlight potential change impacts and identify change management strategies and success factors for moving forward. Where appropriate, we may wish to coordinate joint meetings to discuss future opportunities for collaboration.

For processes that are more system dependent, GFOA will leverage best practice guidelines and templates to help communicate future state options. This short cut allows for more time to discuss future options where change management issues don’t present as much of a risk.

GFOA will prepare a readiness plan for internal tasks for each organization that need to be completed along with the procurement of a new system or considerations for system upgrade. These internal readiness tasks will prepare for and include implementation of the plan of action. GFOA’s project plan will take into account past lesson’s learned on projects and identify several milestones or benchmarks for the organization to measure its readiness progress against. It is expected that the readiness project plan include tasks related to the following:

Readiness Plan	
Process	Readiness Tasks
Accounting	<ul style="list-style-type: none"> • Chart of Accounts
Budget	<ul style="list-style-type: none"> • Budget Policies / Smarter School Spending • CIP Policies
Procure – Pay	<ul style="list-style-type: none"> • Procurement Policies • Process Improvements • Data Conversion
Treasury	<ul style="list-style-type: none"> • Data Conversions
Asset Management	<ul style="list-style-type: none"> • Data Conversions • Process Improvements • Asset Management Policies
Human Resources	<ul style="list-style-type: none"> • Position Control • Employee File Prep
Personnel Actions	<ul style="list-style-type: none"> • Process Improvements
Time Entry – Payroll	<ul style="list-style-type: none"> • Documentation of Current Policies • Payroll Policy Review





Readiness Plan	
	<ul style="list-style-type: none"> • Data Conversion
Third Party System Integration	<ul style="list-style-type: none"> • Specification Development

In addition, GFOA’s readiness plan will cover overall issues related to:

- Project management
- System inventory
- Procurement of a new system (procurement considerations)
- Staff planning
- Budgeting for the project
- Project communications

Chart of Account Development

GFOA can also work with the County on making recommendations for a revised chart of accounts. We consider this to be a critical component of project readiness. The chart of accounts (project/activity structure) serves as the foundation for the financial system and all financial transactions. It also takes time to work through and must be aligned with all other business process recommendations and future vision for the system. GFOA also can help the County transition from its existing GEMS chart of accounts and ensure that the future modern ERP is used to support industry best practices in budgeting, financial reporting, and other managerial purposes.

Developing a new chart of account also has the potential to assist the County with other non-ERP initiatives considered a best practice by GFOA. GFOA often works with clients to develop a chart of accounts to support program budgeting, performance management, capital planning, financial transparency, or be better suited to track and manage the costs for projects and events (like disaster events).

Task 3: Develop a Plan of Actoin	
Frequency	<ul style="list-style-type: none"> • 1-2 Months
On-Site Presence	<ul style="list-style-type: none"> • Approximately 50-75% Onsite
Deliverables	<ul style="list-style-type: none"> • Readiness Plan • Future State Process Documentation • Chart of Accounts

Task 4: Develop Request for Proposal (RFP)

In this phase, GFOA will develop a detailed Request for Proposals (RFP) document for the County or multiple RFPs depending on the procurement strategy. The GFOA RFP format is designed to remove disparity between proposals and to provide as close to an apples-to-apples comparison as possible. In addition, GFOA develops all RFP’s with the





end goal in mind – a successful contract that mitigates risk and leads to a successful project.

GFOA has a template RFP that was specifically designed for ERP procurements and that we have continually updated as required by changes in the ERP market. GFOA is also working to develop standardized functional requirements that serve as a baseline for a successful ERP implementation and provides accountability for major areas within a core system. We plan to work collaboratively with the County’s procurement team to include any terms and conditions from the County’s standard documents, decide on the procurement process, and ensure compliance with any other the County requirements.

When complete, the RFP document will incorporate information developed with many of the other deliverables from this project including:

- 1) Procurement terms and conditions
- 2) Detailed vendor response templates
- 3) Templates to build core elements of vendor statement of work
- 4) Functional Requirements
- 5) Interface Definition
- 6) Technical Documentation
- 7) Key Objectives / Goals / Critical Success Factors for the Project
- 8) Service Level Agreements
- 9) Statement of Work Templates
- 10) Other information necessary for vendors to prepare detailed response that meets the County’s needs.

GFOA maintains a list of ERP vendors, implementation partners, and others in the industry. We will help publicize the County’s RFP to get the most competitive response.

A key part of the RFP will be the development of detailed functional requirements and overall business process expectations that will be important throughout the selection project and throughout implementation. For the processes that are determined to be in scope, GFOA consultants will work with the County PIT Crew members to review, validate and ultimately make decisions on the high-level to-be process definition and those requirements that will serve as a tool for accountability going forward.

GFOA focuses functional requirements development on business process and will prepare requirements in the form of testable use cases that will have value beyond the procurement phase. Functional requirements will be split into two categories. GFOA will use its baseline of standard functional requirements for county governments. GFOA will then also work to develop unique requirements for the County based on County policies, future state business processes or any statutory or regulatory requirements. At each step in the business process we will determine both the system requirements and implementation requirements and document those using a Microsoft Excel template





that is aligned to our process maps that will be included in the eventual RFP. Requirements development focuses on functional requirements that define “what” needs to be completed (such as tasks, outputs, interfaces, calculations, processing, etc.) and not on “how” the system or the organization handles tasks currently. This allows for future improvement and full utilization of the system tools and built in processes to make the County more efficient.

At this stage in the process, it is important for the business process improvement decisions to be made so the RFP can present a clear direction for the County’s project. While every ERP system has slightly different ways of completing business process transactions and the full business process can’t be defined at a fine level of detail without the assistance of system consultants, the overall direction and high-level understanding of the process is important to communicate.

It is expected then that the requirements serve as the base document that establishes a template for proposal comparisons, the scope of the implementation project, the base level criteria for user acceptance testing, and the standard for post implementation warranty.

Task 4: RFP Development	
Duration:	<ul style="list-style-type: none"> • 1-2 Months
On-Site Presence	<ul style="list-style-type: none"> • Approximately 25% Onsite
Deliverables	<ul style="list-style-type: none"> • RFP Document • Functional Requirements

Task 5: Identify Evaluation Criteria

GFOA’s system selection and procurement methodology relies on principles of fairness, attention to detail, and competition, yet remains flexible enough to adapt to local procurement laws or other unique situations. Our approach considers how best to use the procurement process to facilitate a statement of work and contract that holds the vendor accountable, ensures a quality implementation, and makes expectations clear. In addition, the approach is continually enhanced by feedback from the hundreds of public sector clients that we work with, our own staff experience, and the vendor community. Recently, GFOA has been working to incorporate our research on decision architecture into our approach for ERP RFP evaluations. GFOA will work with staff from the County to develop an evaluation strategy and work to define clear evaluation criteria. Once established, GFOA will prepare a guide for evaluators and conduct training alongside procurement staff from the County.

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Task 5: Identify Evaluation Criteria	
Duration:	<ul style="list-style-type: none"> • 1 Month
On-Site Presence	<ul style="list-style-type: none"> • Minimal Onsite
Deliverables	<ul style="list-style-type: none"> • Evaluation Guidebook

Task 6: Selection of Vendor

Through defined steps, vendors will be evaluated and scored according to pre-defined criteria with the top vendors moving on to compete at the next step. Each step is an opportunity to negotiate terms, address risks, and provide methods for holding stakeholders accountable. Overall, our approach is focused on identifying and mitigating risks throughout the procurement process. GFOA’s RFP template provides the opportunity to focus the evaluation on key risk factors in the implementation and separates actual proposal from marketing buzzwords. GFOA’s standard evaluation process includes the steps described below.

Step 1: Initial Assessment

Upon receiving the written proposals from vendors, the County’s project team will begin an assessment and analysis of all proposals. GFOA will assist with this assessment by reviewing proposals and providing high level comments on potential risks, issues, and any significant weaknesses/gaps and/or strengths.

GFOA has learned over the years that it can be difficult to evaluate a best fit vendor or the proposal that provides the best value for the County by only looking at a written response. Vendors are quite good at marketing in proposals and proposals may not actually reflect what it’s like to work with a firm. GFOA’s approach tries to mitigate this misleading presentation by providing multiple opportunities to meet the actual consultants who will be working on the project and supporting the relationship. GFOA will also structure the analysis to try and remove instances of evaluator bias or marketing misrepresentations from the vendors.





After conducting an initial review of all proposals, the County will invite potentially viable solutions for a short virtual presentation (60-90 minutes). GFOA expects that the number of vendors elevated be based on the number of proposals the County receives, but potentially could include 8-10+ vendors. By providing each a short time to present their proposal, the County will be able to evaluate what the differentiating features of each vendor's proposal actually are. It also will give the County a chance to meet representatives for each firm.

After presentations are complete, GFOA and the County's project team will complete the proposal analysis. GFOA can also leverage our extensive experience to compare each proposal to industry standards. All key findings will be documented in a brief proposal assessment report that identifies GFOA's findings. This report will also identify additional information that will be needed from vendors going forward.

GFOA expects that after reviewing proposals, the County elevates a limited number of vendors for onsite demos/interviews.

Step 2: Software Demos and Team Interviews

GFOA staff will develop detailed demo scripts for each vendor. Demo scripts are based heavily on the requirements and business process decisions built in early tasks. Also, GFOA's approach to software demos provides a focus on implementation activities. Typically time devoted to implementation and demo is split 50/50. GFOA believes that it is critical for vendors to explain HOW the software will be implemented along with the features of the software. The greatest system in the world will not be useful if it is not configured and implemented correctly to meet the needs of the organization.

Our approach to software demos and interviews differentiates GFOA and demonstrates our dedication to continually evolve our approach to a changing ERP market. As software features become more mature, it is less important for governments to evaluate "if" it will work. However, since most of the risk comes from implementation, we work through a series of business process case studies, sample "workshops," and implementation resource interviews to make sure you can effectively evaluate the knowledge and skills of the proposed implementation team.

GFOA will also facilitate the demos and interviews with each vendor. In this role, GFOA would be on-site to guide the meetings, ensure compliance with the demo scripts, take notes, and point out differentiators. GFOA expects that after this first round of software demos and interviews, the County elevate two vendors.

Step 3: Discovery

Discovery acts as another opportunity for the County to clarify unresolved issues before it makes its final elevation. Prior to Discovery, GFOA will develop a Request for Clarification (RFC) letter for each vendor that was elevated. Then, during Discovery, each remaining vendor is invited back on-site for one more day of presentation. During this





presentation, any remaining issues with software functionality, implementation approach, data conversion, or scope are clarified and vendors are asked to make any necessary revisions to their proposal. The main focus of this session is to plan the implementation so that the County and vendor can later develop a detailed statement of work. GFOA will facilitate the Discovery session for two proposal teams. Additionally, by clarifying outstanding issues at Discovery, development of the statement of work becomes easier. At the conclusion of Discovery, the County will enter contract negotiations with one vendor.

Task 6: Selection of a Vendor	
Duration:	<ul style="list-style-type: none"> • 3-4 Months
On-Site Presence	<ul style="list-style-type: none"> • 25-50% Onsite
Deliverables	<ul style="list-style-type: none"> • Proposal Analysis • Initial Interview Facilitation • Demo Scripts and Facilitation • RFC/Discovery

Task 7: Contract Negotiations

GFOA will be involved with the negotiation of any applicable software license contract, software maintenance agreement, hosting / SaaS agreement or implementation services agreement. In addition, GFOA will lead the development of the statement of work. The statement of work is the critical document that outlines responsibility for the implementation. GFOA will ensure that the County’s statement of work is defined to a fine level of detail to prevent any unnecessary issues or misunderstandings during implementation.

Also, for cloud contracts, it is essential that the County identify and negotiate appropriate service level agreements and other contractual provisions that establish performance standards and identify role responsibility. GFOA will take the lead in establishing this documentation.

Task 6: Selection of a Vendor	
Duration:	<ul style="list-style-type: none"> • 1-2 Months
On-Site Presence	<ul style="list-style-type: none"> • Offsite
Deliverables	<ul style="list-style-type: none"> • Software Agreement • Services Agreement • Statement of Work • Service Level Agreements • Third Party Agreements





Task 8: Implementation Advisory Services

GFOA will provide a project oversight role throughout the County’s project and work with the County and the County’s selected ERP vendor to achieve the County’s project goals. A project oversight role with GFOA will enable the County to leverage the presence that GFOA has in the public sector technology industry, and will allow the County to benefit from ERP implementation experience and research along with access to our nationwide membership network. GFOA will also continue our role as lead in contract negotiations for any contract amendments and project support to review milestones and invoices.

GFOA has past experience with project oversight on a variety of projects. We are familiar with the implementation approach proposed by most vendors and can use lessons learned to help avoid some of the challenges that previous clients have faced. We expect to provide these lessons learned as well as proactive management of issues to mitigate any risks to the County’s project.

Task 8: Implementation	
Frequency	<ul style="list-style-type: none"> • Ongoing
On-Site Presence	<ul style="list-style-type: none"> • As Necessary
Cost	<ul style="list-style-type: none"> • \$275/Hour
Deliverables	<ul style="list-style-type: none"> • Monthly Status Reports • Deliverable Review Reports • Business Process Recommendations • Other Reports As Necessary

The following services are planned to be in scope for this project. GFOA’s role can take the form of a project manager, although certain tasks (example administrative tasks) are best provided by someone internal to the County. GFOA will take direction from the County on the specific tasks and assignments and will report monthly on hours used. These tasks have been identified based on feedback from County staff. All services are proposed as an hourly fee where GFOA will invoice for hours worked.

If desired, and where appropriate, GFOA would be willing to provide additional fixed fee proposals for “mini-tasks” or “work orders” throughout the project that identify key milestones instead of an hourly rate. With these mini-tasks or work orders, the County project manager and GFOA project manager would agree to the appropriate scope and price for desired work.

Deliverable Review

As part of the County’s statement of work with its selected vendor, GFOA will negotiate terms that require the vendor provide several key deliverables/work products. GFOA





will work with the County to help set expectations for the vendor, review templates, monitor progress for deliverable completion, and provide a detailed review of the critical deliverables once complete. GFOA will provide a report to the County outlining any issues (either with compliance against the contract or consistency with best practices). To properly review the deliverables, GFOA expects that it have sufficient levels of participation during the development of the deliverables that may include participation in site visits, conference calls, or other information gathering activities. As part of that participation, GFOA will be available to provide further guidance, best practice information, or other lessons learned.

Note: It is the County's responsibility to accept all deliverables and milestones. GFOA cannot accept or reject items on behalf of the County.

Business Process Design

GFOA assumes that the County will be moving forward with business process changes and best practice recommendations from GFOA's process mapping sessions. During the implementation project, GFOA will participate in the business process design sessions with the ERP vendor when on-site to ensure that the County will deploy best business practices aligned with earlier recommendations rather than "re-creating the old system." Additionally, as part of the design process, GFOA can provide research into best business practices and communicate both advantages and disadvantages of specific design decisions based on our implementation experience and/or lessons learned from our member network. When GFOA is not able to participate in on-site meetings, we can provide a thorough review of any meeting notes, design documents, or other system or process documentation to review for best practices, process inefficiencies, or other potential issues.

Participation in Project Meetings

GFOA's team will participate in project management meetings and steering committee meetings to provide updates to key stakeholders and help resolve any outstanding issues. If GFOA is not scheduled to be on-site, GFOA will be available to participate remotely (if required).

Periodic Project Reviews

GFOA will conduct project reviews at set milestones in the project. Each review will be completed by GFOA's Director of Research and Consulting or GFOA's Consulting Practice Manager (or a similar senior level representative from GFOA as approved by the County). For the review, GFOA representatives will be on-site and will conduct interviews with project stakeholders and key members of the project governance structure (including vendor staff). GFOA will also review project deliverables, project progress, status reports, and other relevant information. These Periodic Project Reviews will provide a regular and independent assessment of project progress and project health.





The review may include any relevant issue with the project, but is likely to cover project goals, ongoing risks, contract compliance, best practice implementation, business process review, project communications, project decision making, project management, change management, and training strategies, and testing plans.

After the review is complete, GFOA will provide a brief project review report summarizing issues. It is also expected that GFOA would be available to participate in a meeting (either on-site or by phone) to discuss project issues and findings in the project review report.

Overall Project Oversight

Essentially, GFOA's role is to provide an "early warning mechanism," to the County at key points in the implementation process by tracking the progress of activities within the project plan and identifying risk areas.

Development of a thorough implementation plan is an important component to the development of an effective project structure. Furthermore, throughout an ERP system implementation, plans must be revised and appropriate controls must be present as part of effective project management to minimize deviations from the timeline and/or budget. GFOA will work with the County's vendor and the County project/program managers to monitor project status, resolve project scope and approach issues, and provide input on improving the logic of the overall plan if necessary. We will also work to keep the vendor on-track with the overall objectives of the organization as established in the contract agreements.

Primary activities for overall oversight will include contract monitoring, ongoing change management, support for the County's steering committee, managing the issues log, or other project tasks as may be necessary.

GFOA will provide a monthly status report throughout the duration of the project. The County and GFOA will agree on a format and due date for the status report.

Additional tasks as part of overall project oversight could include:

Contract Monitoring

GFOA has in-depth detailed knowledge of the contract and statement of work and will continue to track project progress against acceptance criteria and payment milestones. This is a critical task in ERP implementations. Based on GFOA's experience, ERP vendors often find it convenient to ignore key contract requirements. GFOA will monitor deliverable activity and if necessary can also review project invoices for contract compliance.

In addition, while we believe our procurement approach significantly reduces the chance that contractual issues will arise during implementation, the County must





still be prepared. Because of our detailed knowledge of the statement of work, and our contract negotiation experience and expertise, we are often able to resolve issues or negotiate the scope of necessary change orders saving the County both time and money. As part of these services, GFOA will assist as issues are identified. The process used to resolve issues might involve phone calls, site visits, document review, and/or other activities.

Ongoing Change Management

GFOA will provide support to the overall organizational change management function of the project. GFOA's role in providing overall oversight to the project will enable GFOA to gain an important perspective on project risks, pace of change, and sources of resistance. GFOA will then work with the County staff to develop change management strategies to help overcome project issues. In addition, GFOA feels strongly that change management must focus on a proactive element of good governance, communications, and support for a positive collaborative culture within the project. GFOA will provide assistance and ongoing recommendations in making sure that project leaders are working to facilitate effective change management tactics throughout the project through their ongoing leadership

Support for the County's Steering Committee and Project Manager

In addition to participating in the County's Steering Committee meetings, GFOA can provide ongoing support and coaching for the Steering Committee and Project Manager. Throughout the project, GFOA may assist with strategy, project communications, budgeting, establishing an ongoing support structure, and any other overall IT governance tasks.

Management of Issues Log

Throughout the project, GFOA will work with the County and vendor to identify risks, project issues, and other concerns and proactively log, track, and resolve those issues. GFOA expects that the vendor will maintain an "issues log" and GFOA can assist both the County's project manager and steering committee in actively managing this log.

Additionally, at specific points in the project where County staff may be better utilized on other tasks (like training, testing, go-live support, etc.), GFOA can take over managing the issues log and ensuring there is a sense of urgency to the vendor completing tasks.

Other Tasks

GFOA is often asked to provide other types of services to clients during implementation. Some of these services have included serving as a subject matter expert, providing additional change management assistance, developing





training materials, conducting research, and/or facilitating additional training sessions. If these services are requested, GFOA will work with the County’s project manager to develop an appropriate scope within the assumptions of this proposal.

Task 9: Sustained Change / Post Project Assessments

Approximately three to six (3-6) months, or as determined to be an appropriate timeframe after completion of the ERP project (or project phase), GFOA can return to provide a follow up assessment on implementation progress and provide an objective status update on project goals or change progress. GFOA would conduct meetings with stakeholders responsible for implementation and for customer departments most impacted by the implementation to gauge process or evaluate overall success with implementation.

It is expected that GFOA action plan will contain goals/objectives with performance measures to evaluate completion of milestones. GFOA will look at these measures, gather stakeholder input, and if necessary conduct a “mini-assessment” to provide further recommendations that would enhance or help implementation overcome any present challenges. In the past, GFOA has also used a similar process to review ongoing governance structure, discuss next steps for future improvements, document lessons learned, or provide case study documentation for the project that can be shared.

Task 9: Post Project Reviews	
Frequency	<ul style="list-style-type: none"> Ongoing
On-Site Presence	<ul style="list-style-type: none"> As Necessary
Hourly Cost	<ul style="list-style-type: none"> \$275/Hour
Deliverables	<ul style="list-style-type: none"> Post Project Review





Project Schedule

GFOA has proposed the following high-level schedule to complete all work described in this proposal.

Proposed Schedule	Project Start = June 2024																
	6	7	8	9	10	11	12	1	2	3	4	5	7	8	9	10	
Task 1: Project Management	█	█															
Task 2: Process and System Assessment	█	█	█	█													
Task 3: Readiness Plan and Future Process				█	█	█											
Task 4: RFP Development					█	█											
Task 5: Evaluation Strategy							█										
Task 6: Vendor Selection								█	█	█							
Task 7: Contract Negotiations											█	█					
Task 8: Implementation														T	B	D	

As part of the schedule, GFOA expects to complete working using a mix of remote and on-site meetings. Site visits would include conducting meetings, interviewing staff, conducting other data gathering, or facilitating discussions/workshops on the future plan. GFOA is open to adjusting the proposed on-site/remote mix to best meeting expectations of the project.



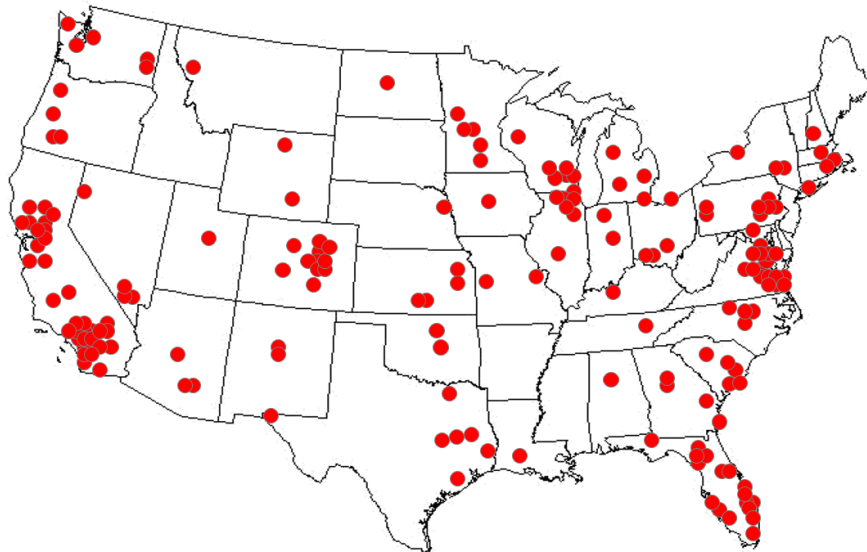


Qualifications

Over the past 25 years, GFOA's technology consulting practice has grown to become the market leader in assisting local governments through the process of assessing current systems, understanding the vendor marketplace, facilitating procurement of new systems, and providing detailed analysis and contract negotiation assistance to protect the best interests of governments **and** help reduce implementation risk. We have assisted approximately 600 cities, counties, school districts, and special district governments with system selection, contract negotiation, and implementation readiness for ERP systems.

GFOA's position as a mission focused non-profit organization can provide truly objective recommendations aligned with your goals.

Our focus for projects is on providing honest and unbiased recommendations to our clients and all GFOA members and public sector organizations. The ERP market has undergone significant change in recent years and governments are increasingly more reliant on technology to implement financial management best practices. With our consulting experience and continued research, GFOA has been able to improve its approach and generate additional value for our clients through reduced costs, reduced risk, and best practice recommendations to improve not only technology, but also business process.



California Experience

In addition to bringing best practice examples from across the United States, GFOA is also very familiar with the State of California. Over the past 20 years, GFOA has worked





with over 40 local governments within the State of California. Below are some of our clients that included a similar scope to this project. Those in **bold** are active GFOA projects.

Cities:

- City of Bakersfield***
- City of Benicia
- City of Berkeley***
- City of Beverly Hills
- City of Burbank; Burbank Water and Power
- City of Hayward
- City of Laguna Beach
- City of Los Angeles
- City of Martinez
- City of Moreno Valley
- City of Napa
- City of Palo Alto
- City of Pittsburg***
- City of Rancho Palos Verdes
- City of Redlands
- City of Redwood County
- City of Redondo Beach
- City of Richmond
- City of Roseville
- City of Sacramento
- City and County of San Francisco
- City of San Luis Obispo
- City of Santa Ana
- City of Santa Monica
- City of Shafter
- City of Stockton
- City of Ventura
- City of Walnut Creek
- City of West Hollywood***

* **Current Projects**

Counties:

- Alameda County
- Butte County
- Kern County***
- Los Angeles County
- Marin County
- Mariposa County
- Monterey County
- Napa County
- Orange County***
- Riverside County
- San Bernardino County
- San Luis Obispo County
- San Mateo County
- Santa Clara County
- Sonoma County
- Stanislaus County
- Yolo County
- Yuba County

Special Districts:

- AC Transit
- Centra Contra Costa Sanitation District
- Eastern Municipal Water District***
- Encina Wastewater District
- First 5 of Los Angeles County
- Inland Empire Utilities Agency
- Los Angeles County Sanitation District
- Marin Municipal Water District
- Metrolink
- San Diego Unified Port District
- San Joaquin Regional Transit District
- Union Sanitary District
- Santa Clara Valley Water District
- Tahoe County Public Utility District***
- Vallecitos Water District
- Vector Control District of Greater Los Angeles County
- Vista Irrigation District
- Western Municipal Water District
- Yuba County Water Agency





RFP Minimum Qualifications

- Below is a list of similar projects that GFOA has worked on over the last 5 years. Contact name for any of the following projects is available upon request.

Project List		
Organization	Dates	System Selected
Accomack County, VA	2021-2023	SAP
City of Arvada, CO	2022-2023	Workday
City of Bakersfield, CA	2020-Current	Oracle
Butte County, CA	2020-2023	Workday
Charles County, MD	2020-2021	Tyler Munis
City of Charleston, SC	2022-2023	Workday
City of Deerfield Beach, FL	2021-2023	Tyler Munis
City of Dubuque, IA	2020-Current	Tyler Munis
City of Edgerton, KS	2019-2021	Tyler Incode
Forsyth County, NC	2020-2021	Oracle
City of Grand Rapids, MI	2021-2023	Oracle
City of Grand Rapids, MN	2022-Current	Oracle Net Suite
Hawaii County, HI	2023-Current	Oracle
City of Issaquah, WA	2019-2021	Tyler Munis
Kenosha County, WI	2020-2022	Microsoft
City of Johnson City, TN	2019-2021	Oracle
Kern County, CA	2021-2023	Workday
City of Lady Lake, FL	2021-Current	Springbrook
City of Laguna Beach, CA	2022-2023	Tyler Munis
City of Littleton, CO	2021-2022	Workday
Mariposa County, CA	2019-2020	Oracle
City of Olympia, WA	2020-2023	Workday
City of Owatonna, MN	2020-2021	OpenGov
City of Orange City, FL	2029-2021	BS&A
City of Pittsburg, CA	2022-Current	Tyler Munis
Pueblo County, CO	2022-2023	Workday
Roque Community College, OR	2021-2022	Jenzabar
City of Sarasota, FL	2019-2021	Workday
City of South Bend, IN	2018-2021	Microsoft
Spokane County, WA	2021-2023	Workday
Stanislaus County, CA	2019-2022	Oracle
Thurston County, WA	2019-2021	Oracle
City of Ventura, CA	2021-2022	Workday
Western Municipal Water, CA	2021-2022	Infor





2. GFOA has over 25 years of experience assisting local governments with ERP projects. GFOA also teaches training classes in ERP readiness, procurement, and implementation. For more information on GFOA training offerings, please visit: <https://www.gfoa.org/erp-and-technology-courses>.
3. GFOA has sufficient staffing to provide services as proposed. GFOA’s Research and Consulting team includes approximately 15 individuals focusing on providing similar services to local governments.
4. With the exception of Contractor’s Pollution Legal Liability and/or Asbestos Legal Liability, GFOA is able to meet the County’s levels of insurance. GFOA currently carries the following:

Insurance		
Category	County Requirement	GFOA Coverage
Commercial General Liability	\$1,000,000	\$2,000,000
Automobile Liability	\$1,000,000	\$1,000,000
Workers’ Compensation	\$1,000,000	\$1,000,000
Professional Liability	\$1,000,000	\$5,000,000
Contractor’s Pollution Legal Liability and/or Asbestos Legal Liability	\$1,000,000	NA
Umbrella Liability	NA	\$5,000,000

5. GFOA commits project resources for the duration of the project. Consultant continuity is important to GFOA and we take pride in the relationships that our consultants are able to build with clients. GFOA resources proposed have more than five (5) years of experience leading similar projects.





Key Personnel

All GFOA consultants assigned to this project will have multiple years of experience with similar projects, continually conduct market research, and have prior public sector work experience.

All GFOA consultants have held positions within local government and have prior experience leading ERP projects similar to this engagement.

All GFOA consultants have managed projects similar to this engagement. As a result, our consultants are able to understand your unique needs and future goals, and help provide recommendations and advice from within the team. We understand the current market and will work to transfer that knowledge to the County so it not only creates a recommended plan for implementation, but also so that implementation of that plan is successful.

All of our consultants approach projects with similar goals.

- 1) Understand your needs and challenges and work with you to meet project goals
- 2) Provide accurate, timely, and relevant information and gain your trust as a key member of your team.
- 3) Provide honest recommendations that are solely influenced by the best interests of the County
- 4) Serve as the County's advocate throughout the project. In both short and long-term, we will be a passionate champion for best practice and ensuring the County gets the best possible project outcomes.

GFOA does not plan on using any subcontractors for this project.

Craig Lesner, Senior Manager



Craig Lesner joined the Government Finance Officers Association (GFOA) of the U.S. and Canada in 2017 as a Senior Manager in the Research and Consulting Center. In this role, Craig works with local governments to help navigate the complexities and obstacles that arise through implementing financial best practices and improving business processes.

Prior to joining GFOA, he served for nine years as the Chief Financial Officer for the Village of Oak Park, IL. During his tenure, the Village initiated a performance measurement program and received GFOA's Distinguished Budget Presentation Award for the first time. For the ten years prior, Craig served in several roles in the City of Chicago's Office of Budget and Management, progressing to deputy director.





While with the City, he helped lead the \$5.2 billion annual appropriations process and served as a member of the cash management team.

Relevant Past Projects

- City of Concord, NC
- City of Grand Rapids, MN
- City of Myrtle Beach, SC

Education

- B.A in Economics and Political Science, University of Illinois at Chicago
- M.P.P in Public Policy, University of Chicago

Craig also manages a monthly webinar series on current topics in public finance for the California Society of Municipal Finance Officers (CSMFO)

Mark Mack, Senior Manager



Mark Mack is a senior manager in the GFOA’s Research and Consulting Center. Prior to joining GFOA, he worked in municipal government and higher education. Mark supports government jurisdictions through various finance related consulting projects and technology acquisitions such as Enterprise Resources Planning (ERP) systems. He also conducts research and writes on various topics impacting public sector finance. In addition to research and consulting, Mark also staffs various finance and budget related professional development trainings and leads GFOA’s Black Caucus.

Relevant Past Projects

- Hernando County, FL
- City of Bartlesville, OK
- Yavapai County, AZ
- City of Sarasota, FL

Education

- BBA, Barry University
- MPPA, Northwestern University

Rob Roque, Technology Services Manager



Rob Roque is the Technology Services Manager in the Research and Consulting Center. He has been with GFOA since 1998. Mr. Roque’s primary responsibilities with GFOA are to provide enterprise system implementation advisory services, enterprise system project management services, enterprise selection services, as well as contribute to GFOA technology publications and GFOA training courses. He also assists with managing internal technology projects for GFOA and has worked on over 70 projects since joining GFOA. His

primary role is managing GFOA’s larger technology projects.

Prior to joining GFOA Roque was a Senior Budget Analyst with the City of Pittsburgh, PA where he worked on the City’s PeopleSoft implementation project. He is a certified Project Management Professional (PMP) and is a certified Integrator in MySAP for Public Sector.

Education





Relevant Past Projects

- Butte County, CA
- City of Lady Lake, FL
- Pueblo County, CO
- City of Charleston, SC
- B.A. University of Pittsburgh
- MURP, University of Pittsburgh

Mike Mucha, Director, Research and Consulting (Engagement Manager)



Mike Mucha joined GFOA in 2006 and is now GFOA's Deputy Executive Director and the Director of the Research and Consulting Center. In this role, Mike oversees GFOA's member facing programs and services including award programs, education, consulting projects, research activities, the Government Finance Review, the Certified Public Finance Officer program, the GFOA website, and other strategic initiatives for GFOA. Mike also leads GFOA's consulting practice and focuses on providing guidance to local governments on how to use technology more effectively, improve business processes and administrative practices, reduce risk of ERP implementation projects, and implement best practices in financial management. Mike has managed projects for both large and small governments, regularly speaks at GFOA training events, and has written numerous articles on public sector enterprise technology applications, process improvement, performance management, project management, and budgeting. Mike also serves on the governing board for the National Institute of Governmental Purchasing (NIGP).

Relevant Past Projects

- Mariposa County, CA
- Stanislaus County, CA
- Sonoma County, CA
- City of Walnut Creek, CA

Education

- B.B.A in Economics, University of Iowa
- M.S. in Public Policy and Management, Carnegie Mellon University

Additional Staff Resources

Our consulting services complement and utilize much of our research knowledge and membership network to deliver current, relevant, and proven strategies. The same consultants who regularly advise clients also research and write white papers and journal articles, author and edit publications, conduct training, coordinate GFOA's annual conference, and staff best practice committees. In addition, GFOA consultants have access to other GFOA subject matter experts who lead other GFOA programs and services including best practice development, training, and technical accounting guidance. GFOA has broad knowledge of accounting standards and other best practices in government through our research and development of the following resources:

- **Industry Standard Publications:** GFOA staff prepare the industry's leading publication to guide governmental accountants on all standards and financial reporting guidance. Governmental Accounting, Auditing, and Financial Reporting (The "Blue Book") is published by GFOA and GFOA consultants and clients have ready access to GFOA's technical experts throughout the project for any complex





accounting or financial reporting questions as we work through business process change, chart of account configuration, or system set up challenges.

- **Government Finance Review:** GFOA consultants also regularly contribute articles and serve as reviewers for GFOA's bi-monthly publication, The Government Finance Review, along with other leading journals, books, and white papers. Both the April and February 2024 issues had articles written about GFOA's experience with ERP projects. Articles for each issue are available at www.gfoa.org/gfr
- **Best Practice Committees:** GFOA has seven standing committees made up of leading finance professionals from governments throughout the United States and Canada that meet regularly to develop best practices to promote and guide sound financial and overall government management.
- **Annual Conference and Training:** GFOA's Annual Conference attracts approximately 5,000-7,000 government finance professionals and provides a forum to discuss innovative practices, learn best practice examples, network with peers, and interact with exhibitors. GFOA also provides ongoing training seminars throughout the country to assist members with continued professional development.





Cost Proposal

Unless noted, all pricing is provided as a fixed fee inclusive of all travel costs or other expenses incurred by GFOA staff.

Task/Deliverable	Milestone	Price
1	Project Planning	
1-A	Project Management Documents	\$8,000
2	System Analysis / Needs Assessment	
2-A	Initial Needs Assessment	\$25,000
2-B	Detailed Process and System Analysis	\$25,000
3	Readiness Plan and Process Improvements	
3-A	Future State Process Documentation	\$20,000
3-B	Readiness Plan	\$5,000
3-C	Revised Chart of Accounts	\$20,000
4	Develop RFP	
4-A	RFP	\$10,000
4-B	Functional Requirements	\$10,000
5	Evaluation Strategy	
5	Evaluation Guidebook	\$7,500
6	Evaluation and Selection of Vendor	
6-A	Initial Assessment	\$10,000
6-B	Proposal Assessment	\$15,000
6-C	Demo Scripts and Facilitation	\$15,000
6-D	Request for Clarification / Discovery	\$10,000
7	Contract Negotiations	
7	Contract Negotiations	\$12,500
TOTAL NOT-TO-EXCEED PRICE for PHASE 1 and 2		\$193,000
8	Implementation Advisory Services (IAS)*	
8-TE	IAS Services (\$275/hour (estimate 600 hours)	\$165,000
9	Post Project Reviews*	
9-TE	Project Reviews (\$275/hour (estimate 100 hours)	\$27,500
ESTIMATED PRICE for Phase 3		\$192,500
TOTAL PRICE FOR PHASE 1, 2, AND 3		\$385,500

GFOA's proposal is based on rates of \$275 per hour. GFOA will honor a rate of \$275 per hour for all future work on this project, including any potential services provided through the end of the County's ERP implementation project. However, GFOA feels that it is in the County's best interest to contract for a fixed price amount based on completion of milestones. GFOA's proposal is based on a fixed (not-to-exceed) amount for completion of milestones. GFOA does not increase costs or require change orders if





the project ends up being more complex than initially estimated, runs into delays, or requires additional hours.

GFOA provides the option for the County to contract for GFOA services by phase (if desired).

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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Behavioral Health

TIME REQUIRED 40 minutes (20 minute presentation, 20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Amanda Greenberg, Program Manager

SUBJECT Mental Health Services Act Fiscal Year 2024-2025 Annual Update

AGENDA DESCRIPTION:

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

Presentation by Amanda Greenberg regarding Mental Health Services Act (MHSA) Fiscal Year 2024-25 Annual Update.

RECOMMENDED ACTION:

Review and approve Annual Update. Provide any desired direction to staff.

FISCAL IMPACT:

The MHSA FY 2024-25 Annual Update outlines the planned expenditure of approximately \$4,105,500 in FY 2024-25 plus a one-time expenditure of approximately \$1,577,000 housing project funds. MCBH is working to spend down its MHSA fund balance, as recommended by the Department of Health Care Services. There is no impact to the General Fund.

CONTACT NAME: Amanda Greenberg

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
MHSA FY 24-25 Annual Update Draft for Public Comment
Presentation

History

Time	Who	Approval
6/13/2024 9:02 AM	County Counsel	Yes

6/11/2024 12:00 PM

Finance

Yes

6/13/2024 6:14 PM

County Administrative Office

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Amanda Greenberg, Mono County Behavioral Health Program Manager

DATE: June 18, 2024

SUBJECT:

Mono County Behavioral Health Fiscal Year (FY) 2024-2025 Mental Health Services Act (MHSA) Annual Update

DISCUSSION:

The Mental Health Services Act (MHSA) Annual Update is required by the California Department of Health Care Services to report how Mono County Behavioral Health (MCBH) plans to spend its MHSA funding. This funding is from Proposition 63 and the amount that MCBH receives varies from year to year. The report is broken down into the five categories of the MHSA: Community Services and Supports, Prevention and Early Intervention, Innovation, Workforce Education and Training, and Capital Facilities and Technological Needs.

The public hearing for this Annual Update was held on June 10, 2024, as part of the standing Behavioral Health Advisory Board meeting. MCBH's MHSA 2024-2025 Three-Year Plan was designed after soliciting client, resident, and community partner input. This plan is a comprehensive look at what is needed in our communities as it relates to mental health, as well as the programs and services MCBH has developed to meet those needs. Additionally, this update provides a progress report of MHSA activities completed in FY 2023-2024.

SUBMITTED BY:

Amanda Greenberg, Program Manager, Contact: 760.924.1740



Supporting You On Your Path
Apoyandote En Tu Camino

Mono County Behavioral Health

Mental Health Services Act (MHSA) FY 2024-2025 Annual Update

Final Draft for Mono County Board of Supervisors

Posted for Public Comment: 5/10/24

Public Hearing Held: 6/10/24

Reviewed by Board of Supervisors: 6/18/24

Including the following Supplemental Reports:
Annual Innovation Project Report
Final Innovation Project Report
Prevention and Early Intervention Annual Evaluation Report



WELLNESS • RECOVERY • RESILIENCE

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EXECUTIVE SUMMARY

Welcome! Our Mental Health Services Act (MHSA) Annual Update is here to provide you, our community members, with information about the incredible services and programming that Mono County Behavioral Health (MCBH) is able to provide thanks to our MHSA funding.

The MHSA is a one percent tax on millionaires in California and funds programs in five different categories: Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET), and Capital Facilities and Technological Needs (CF/TN). Through each of these categories, MCBH is able to meet different community needs that are identified as part of our Community Program Planning Process, which is an extensive feedback process that includes clients, program participants, community stakeholders, and more.

MCBH is proud to present its fiscal year 2024-2025 Annual Update, which provides a progress report of MHSA activities for the 2023-2024 fiscal year and an overview of current or proposed MHSA programs planned and/or underway for fiscal year 2024-2025. Also, this report will provide you with specific data and information about our PEI and our Innovation programs.

MCBH is designated by the California Department of Health Care Services as a “Mental Health Plan” (MHP). As a result, MCBH’s core mandate is to provide mental health and substance use disorder services to Mono County residents who have Medi-Cal, specifically focusing on individuals with moderate to severe mental illness. As we outline in this plan, MCBH uses a large portion of its MHSA funds to provide core services such as therapy, case management, and crisis stabilization. At the same time, MCBH devotes critical funding to programs that pull in our diverse communities, help increase awareness of mental health overall, and provide safe havens for a wide array of individuals. Additionally, MCBH is dedicated to recruiting and retaining high quality clinical, administrative, and supervisory staff and actively seeks feedback for improvement from existing staff, as demonstrated in the included Workforce Needs Assessment.

In March 2024, California voters narrowly approved Proposition 1, Governor Newsom’s Behavioral Health Transformation. Proposition 1 reforms the Mental Health Services Act and renames it the Behavioral Health Services Act. As a result of these changes, MCBH staff will be working over the next two years to be in compliance with the new regulations. Unfortunately, this could mean that some existing programs are cut or otherwise re-organized. As a result of Proposition 1, Mono County will also have additional administrative burden and will receive a smaller percentage of MHSA funding overall, while the state will receive an increased percentage. For more information on Proposition 1, you might review the [Legislative Analyst’s Office article](https://lao.ca.gov/Publications/Report/4782) (<https://lao.ca.gov/Publications/Report/4782>). You can also attend our regularly scheduled Behavioral Health Advisory Board meetings (typically the second Monday of every other month: see Mono County calendar for upcoming meetings: <https://www.monocounty.ca.gov/calendar>). MCBH will also be providing updates on the changes related to Proposition 1 to the Mono County

Board of Supervisors from time to time (for agendas and other information, visit: <https://www.monocounty.ca.gov/bos>).

Thank you for taking the time to read our plan, and we hope that you provide us with feedback on our work!

RESUMEN EJECUTIVO

¡Bienvenidos! Nuestra Actualización Anual de la Ley de Servicios de Salud Mental (MHSA) está aquí para brindarles a ustedes, los miembros de nuestra comunidad, información sobre los increíbles servicios y programación que Mono County Behavioral Health (MCBH) puede brindar gracias a nuestros fondos de MHSA.

El MHSA es un impuesto del uno por ciento sobre los millonarios en California y financia programas en cinco categorías diferentes: Servicios y Apoyos Comunitarios (CSS), Prevención e Intervención Temprana (PEI), Innovación (INN), Educación y Capacitación Laboral (WET) y Capital Instalaciones y Necesidades Tecnológicas (CF / TN). A través de cada una de estas categorías, MCBH puede satisfacer diferentes necesidades de la comunidad que se identifican como parte de nuestro proceso de Planificación del Programa Comunitario.

MCBH se enorgullece en presentar su Actualización Anual del año fiscal 2024-2025, que proporciona un informe de progreso de las actividades de MHSA para el año fiscal 2023-2024 y una descripción general de los programas actuales o propuestos de MHSA planificados y / o en curso para el año fiscal 2024-2025. Además, este informe le proporcionará datos e información específicos sobre nuestro PEI y nuestros programas de innovación.

MCBH es designado por el Departamento de Servicios de Atención Médica de California como un "Plan de Salud Mental" (MHP). Como resultado, el mandato central de MCBH es proporcionar servicios de salud mental y trastornos por uso de sustancias a los residentes del Condado de Mono que tienen Medi-Cal, centrándose específicamente en personas con enfermedades mentales moderadas a graves. Como describimos en este plan, MCBH utiliza una gran parte de sus fondos de MHSA para proporcionar servicios básicos como terapia, manejo de casos y estabilización de crisis. Al mismo tiempo, MCBH dedica fondos críticos a programas que atraen a nuestras diversas comunidades, ayudan a aumentar la conciencia sobre la salud mental en general y brindan refugios seguros para una amplia gama de personas. Además, MCBH se dedica a reclutar y retener personal clínico, administrativo y de supervisión de alta calidad y busca activamente comentarios para mejorar del personal existente, como se demuestra en la Evaluación de necesidades de la fuerza laboral incluida.

En marzo de 2024, los votantes de California aprobaron por estrecho margen la Proposición 1, la Transformación de Salud Conductual del Gobernador Newsom. La Proposición 1 reforma la Ley de Servicios de Salud Mental y la renombra como Ley de Servicios de Salud Conductual. Como resultado de estos cambios, el personal de MCBH trabajará en los próximos dos años para cumplir con las nuevas regulaciones. Desafortunadamente, esto podría significar que algunos programas existentes sean recortados o reorganizados de alguna otra manera. Como resultado de la Proposición 1, el Condado de Mono también tendrá una carga administrativa adicional y recibirá un porcentaje menor de financiamiento MHSA en general, mientras que el estado recibirá un porcentaje aumentado. Para obtener más información sobre la Proposición

1, puede revisar el artículo de la Oficina del Analista Legislativo (<https://lao.ca.gov/Publications/Report/4782>). También puede asistir a nuestras reuniones periódicas programadas del Consejo Asesor de Salud Conductual (normalmente el segundo lunes de cada dos meses: consulte el calendario del Condado de Mono para conocer las próximas reuniones: <https://www.monocounty.ca.gov/calendar>). MCBH también proporcionará actualizaciones sobre los cambios relacionados con la Proposición 1 al Consejo de Supervisores del Condado de Mono de vez en cuando (para agendas y otra información, visite: <https://www.monocounty.ca.gov/bos>).

¡Gracias por tomarse el tiempo para leer nuestro plan, y esperamos que nos proporcione comentarios sobre nuestro trabajo!

Si está leyendo este resumen en español y está interesado en obtener una copia de nuestro plan en español nuestro, llame al 760-924-1740.

MHSA COUNTY FISCAL ACCOUNTABILITY & PROGRAM CERTIFICATIONS

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION¹

County/City: Mono

- Three-Year Program and Expenditure Plan
 Annual Update
 Annual Revenue and Expenditure Report

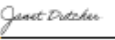
Local Mental Health Director Name: Robin K. Roberts Telephone Number: 760-924-1740 Email: rroberts@mono.ca.gov	County Auditor-Controller Name: Janet Dutcher Telephone Number: 760-932-5494 Email: jdutcher@mono.ca.gov
Local Mental Health Mailing Address: Mono County Behavioral Health PO Box 2619 / 1290 Tavern Road Mammoth Lakes, CA 93546	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached plan/update/revenue and expenditure report is true and correct to the best of my knowledge.

Robin K. Roberts  May 9, 2024
 Local Mental Health Director (PRINT) Signature Date

I hereby certify that for the fiscal year ended June 30, 2022, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated for the fiscal year ended June 30, 2022. I further certify that for the fiscal year ended June 30, 2023, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund. I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Janet Dutcher  May 10, 2024
 County Auditor Controller (PRINT) Signature Date

¹ Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)
Three-Year Program and Expenditure Plan, Annual Update, and RER Certification (07/22/2013)

MHSA COUNTY PROGRAM CERTIFICATION

To be added following Board of Supervisor approval.

BOARD OF SUPERVISORS APPROVAL

To view the presentation about this Annual Update to the Mono County Board of Supervisors (BOS) after 6/18/24, please visit the following link:

<https://www.monocounty.ca.gov/bos/page/board-supervisors-217>

Minute order to be added following BOS approval.

MONO COUNTY SNAPSHOT, CAPACITY OVERVIEW, & WORKFORCE NEEDS ASSESSMENT

Mono County is a frontier county, bordering the state of Nevada to the north and east and the Sierra Nevada Mountains to the west. Other than Mammoth Lakes, with a year-round population of 8,000, the remainder of the county consists of small communities. The northern part of the county includes the small towns of Topaz, Walker, and Coleville. Bridgeport, the county seat, is 35 miles south of these three small communities. The central part of the county includes the communities of Lee Vining, June Lake, Crowley Lake, the Wheeler Crest communities, and Mammoth Lakes. In the southeast sector lie Benton and Chalfant. Bridgeport is home to the Bridgeport Indian Colony, Lee Vining is home to the Kutzadika'a Tribe, and Benton is home to the Utu Utu Gwaitu Paiute Tribe.

According to Census.gov, the estimated total population of Mono County as of July 1, 2023, is 13,066. Other than Mammoth Lakes, which has a year-round population of approximately 8,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. To illustrate the vastness of the county, there are approximately 4.6 people per square mile.

The ethnic distribution of Mono County is 27 percent Hispanic/Latinx, 3 percent American Indian and Alaska Native, 1 percent Black or African American, 2.3 percent Asian, 0.4 percent Native Hawaiian/Other Pacific Islander/Other/Unknown, and 65 percent Caucasian.

Mono County has one threshold language: Spanish. Per MCBH's Cultural and Linguistic Competence Plan and other related policies and procedures, the Department ensures that services are available in Spanish and that flyers and community materials are provided in Spanish as well. As is evident in the assessment of current capacity below, MCBH has a diverse staff with approximately 45 percent bilingual English-Spanish speakers.

Mono County defines its underserved populations based on 9 CCR § 3200.300. "Underserved" means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out of home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American rancherias and/or reservations who are not receiving sufficient services.

Mono County defines its unserved populations based on 9 CCR § 3200.310. "Unserved" means those individuals who may have serious mental illness and/or serious emotional disturbance and

are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved.

In assessing its capacity, MCBH's Leadership Team has closely considered the needs of unserved and underserved populations in Mono County. The planned staffing below reflects the gaps identified through both this process and in considering the results of the Community Program Planning Process. In particular, MCBH has worked with community members to determine the best ways to reach out to un- and underserved communities, and as a result has developed over the years its CSS Community Outreach Engagement programs and its PEI Outreach in Outlying Communities programs. Both of these programs create a very low barrier entry to services and de-stigmatizes accessing MCBH's services. One of the County's most important goals annually is to offer this programming throughout the county. Each area of the county has a different target among the un- and underserved populations: in Walker/Coleville, it's primarily older adults and veterans; in Bridgeport, it's the Native community; in Mammoth, it's the Latinx community, children/transition age youth, and individual experiencing homelessness; in Benton, it's the Native community. All programs also target isolated rural community members. MCBH has also critically assessed the capacity of the staff working in its more clinical programs, such as its Full Service Partnership (FSP) programs and its School-Based Services program. To help meet the needs for Spanish speaking therapists in these programs, MCBH is utilizing WET funds to send a Spanish speaking Behavioral Health Services Coordinator to graduate school to earn a Master of Counseling. In FY 24-25, this provider will complete her practicum hours as a trainee with MCBH. Finally, please see the FSP section of our plan below to view the estimated number of clients to be served (broken out by age group) under that program. We also recommend a review of Appendix A, which includes penetration rate data.

Mono County's inhabited areas range in altitude from 5,000 to 8,500 feet; winters can be long and harsh with occasional road closures. Residents primarily earn their livelihoods through government service and retail trades related to tourism and agriculture. For median household income, the U.S. Census lists median household income for time period 2018-2022 in Mono County at \$82,038. In comparison, the statewide average for this same time period is listed at \$75,149. The U.S. census for the same time periods indicated above list that 10.3 percent of Mono County residents live in poverty. The median value of owner-occupied housing units is \$496,800. Schools are located in Coleville, Bridgeport, Lee Vining, Benton, and Mammoth Lakes, each school is approximately 25-45 miles from the next. Mono County has two school districts: Mammoth Unified School District (MUSD) and Eastern Sierra Unified School District (ESUSD); the Mono County Office of Education (MCOE) also serves students in Mono County.

Several of Mono County's communities are year-round resorts and include multi-million-dollar homes belonging to second homeowners. However, many year-round residents struggle to make ends meet, often holding more than one job. Additionally, the Mammoth Lakes tourist-related businesses, such as the ski area, promulgate a resort atmosphere that normalizes excessive alcohol consumption.

Capacity Overview & Workforce Needs Assessment

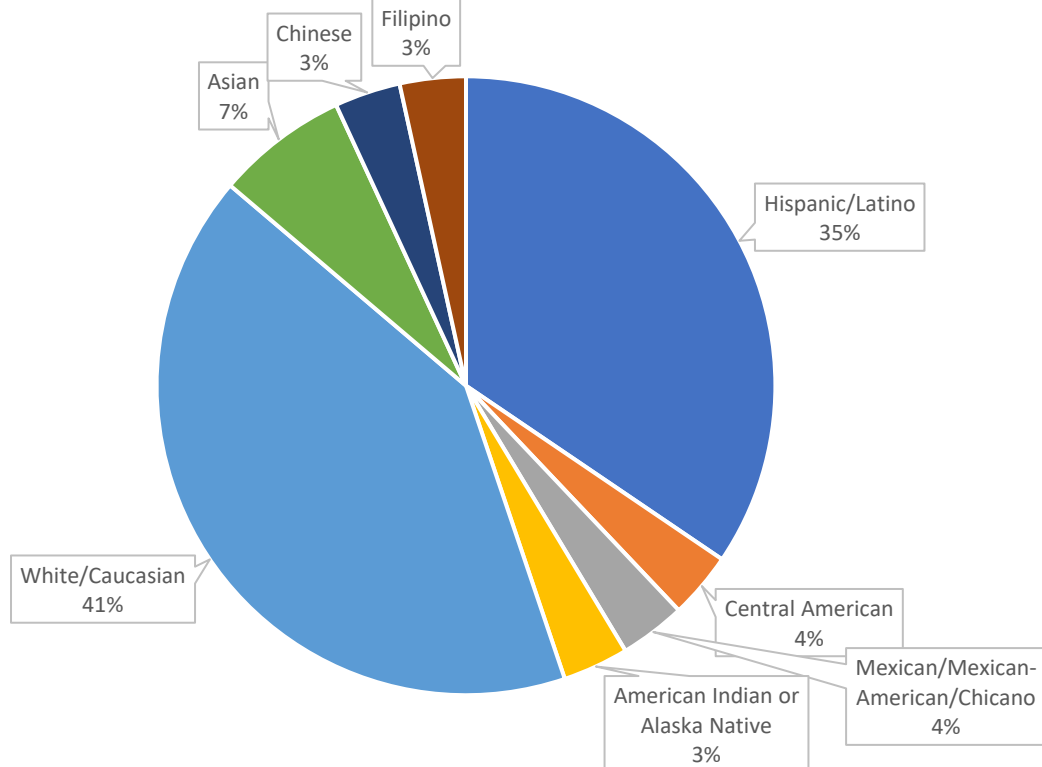
Part of Mono County Behavioral Health’s (MCBH’s) mission is to bring together representatives from Mono County communities and ask these representatives to take a leadership role in identifying and resolving community health needs. In this assessment of current capacity, MCBH will examine current capacity within its department, as well as capacity of key community partners that also promote health and wellness. As will be outlined in this report, MCBH has a number of successful programs ranging from its Full Service Partnership program to its Community Engagement programs that target underserved populations. Programs from previous years that are being continued or expanded in this Three-Year Plan take into account the department’s current and future capacity. Where necessary, the report outlines where additional capacity will need to be developed to meet programmatic goals and community needs.

Please see Capacity Table 1 below for an overview of staffing planned for FY 24-25. As of the writing of this report (Spring 2024), MCBH is nearly fully staffed but is still seeking additional staff in order to be able to fully implement the MHSA programs that are outlined in this plan. Based upon feedback received in the CPPP and anecdotal data from individuals seeking mental health services, MCBH believes that there is a staffing shortage to treat individuals with mild to moderate mental illness particularly for those with private/commercial insurance. For the most part, MCBH only provides therapy and case management to individuals with Medi-Cal, per its MHP mandate. As a result, individuals with private insurance do not qualify for mental health treatment at MCBH unless they are children. MCBH works closely with Mammoth Hospital Behavioral Health to coordinate care for shared clients or clients who may need a lower level of care. MCBH will continue to advocate for services to the mild to moderate population and those who are privately insured and not available to access services within the county.

In FY 23-24, MCBH continued its process of moving toward racial equity by following its Racial Equity Workplan, including continuing monthly education and discussion of racial equity topics. This initiative has been popular among staff and invites our team members to explore a wide variety of issues and share key takeaways with their colleagues. As MCBH becomes a leader in this work internally, staff are being called to participate in the County-wide Justice, Equity, Diversity, and Inclusion Committee and is using the Cultural Outreach Committee to move the needle forward among community partners.

Approximately 45% of the Department’s staff are bilingual English/Spanish speakers and 42% identify as Hispanic/Latino/Latinx, Central American, or Mexican/Mexican-American/Chicano. MCBH believes that its ability to provide services across our programs is greatly enhanced if we have bilingual/bicultural staff. This is especially true for licensed staff and interns. MCBH also has staff members who speak Mandarin, Tagalog, and Korean. Below is a graph displaying self-reported race/ethnicity for the MCBH team. Please see the table several pages below for a comparison of how MCBH staff race/ethnicity compares to Mono County’s overall ethnic distribution and MCBH’s existing clients.

MCBH Staff by Race/Ethnicity n=26 (Spring 2023)



MCBH is also dedicated to hiring staff who identify as members of the LGBTQ+ community and staff who identify as clients/family members and/or individuals with lived experience. In a spring 2023 survey:

- 20% of staff identify as members of the LGBTQ+ community.
- 75% of staff identify as a current/former client of mental health services or someone with “lived experience” in mental health or substance use or a family member
- 25% of staff have a disability like a learning disability; difficulty seeing, hearing, or having speak understood; or chronic pain.

The Department’s current staffing, as well as its dedication to hiring diverse and bilingual staff are both major strengths in terms of meeting the needs of racially and ethnically diverse populations. MCBH is dedicated to supporting the growth and professional development of existing staff who are interested in pursuing degrees and/or licensure – an important component of our WET program. MCBH currently helps promote this effort through financial incentive programs in an effort to “grow our own.” For penetration rate data and count of Medi-Cal beneficiaries served, including Mono County’s Hispanic penetration rate, please see Appendix A. For more information on how MCBH is serving our underserved communities, our Cultural and Linguistic Competence Plan provides a great deal of information. This plan is available online at <https://www.monocounty.ca.gov/behavioral-health/page/quality-improvement>.

As indicated in the table below, MCBH considers all its positions difficult to recruit and retain including but not limited to: Director, Clinical Services Manager, Clinical Supervisor, Program Manager, Staff Services Analyst, Case Manager, Wellness Center Associate, Substance Use Disorder (SUD) Supervisor, Accountant, Staff Services Manager, Behavioral Health Services Coordinator, Psychiatric Specialist, SUD Counselor, Fiscal & Technical Specialist, Quality Assurance Coordinator, Medical Director, and Psychiatrist. MCBH is also keenly aware of the shortages of Behavioral Health Directors across the state and is dedicated to helping staff grow and develop to ensure that staff who may be interested in one day taking on leadership roles in the department have the experience and education necessary to do so. MCBH has also developed a retention program specifically designed to recruit and retain licensed therapists.

Mono County is a small, rural county that is isolated in the Sierra Nevada Mountains; additionally, the county is often not able to offer wages for these positions that are competitive with larger counties or private organizations. Finally, due to stressors typical to a rural environment (isolation, lack of resources, limited transportation), the need for services in hard-to-serve outlying areas continues to be a challenge. MCBH counters this challenge by offering such programs as its Financial Incentive Program. In FY 24-25, MCBH is also rolling out the Medi-Cal Mobile Crisis benefit, which is anticipated to burn staff out as further. To help offset this burn-out and incentivize staff, MCBH is utilizing Crisis Care Mobile Unit grant funds to offer stipends to crisis team staff.

Approximately three-quarters of MCBH's staff report that they are a current or former consumer of mental health or substance use services and/or a family member of a current or former consumer of mental health or substance use services or someone with "lived experience" in mental health or substance use disorders. When hiring, priority is given to consumers and family members of consumers for all positions. "Lived experience" is essential to informing all of MCBH's work.

To examine capacity within the community, MCBH also listed partner agencies, organizations, and coalitions (see Capacity Tables 2-3 below). In some cases, the relationships between MCBH and the partner are strong and in other cases the relationships could be strengthened. In hiring additional staff, MCBH hopes to increase the department's ability to bridge the gap in some of these relationships. The agencies in each of these tables strive to meet the needs of racially and ethnically diverse populations in Mono County by hiring native Spanish speakers, offering interpretation services, reaching out to geographically isolated areas, hiring individuals with lived experience, and developing programs and trainings that specifically target the inclusion of diverse populations.

One of the coalitions with the most capacity is the Behavioral Health Advisory Board, which is comprised of the following stakeholders: community members, clients, family members of clients, and representatives from partner agencies. This committee is involved in MCBH's program planning and is also regularly attended by a wide range of community partners.

In Fall 2018 MCBH participated in the OSHPD (now HCAI) Workforce Needs Assessment Survey that informed the 2020-2025 WET Five-Year Plan Process.

The 2020-2025 WET Five-Year Plan may be found:

- <https://hcai.ca.gov/wp-content/uploads/2020/10/WETFive-YearPlan.pdf>

Planned Staffing for FY 2024-2025

Position	Category	Language(s)	Difficult to Recruit/Retain	Priority to Client/Family Member	Supervised directly by
Director	Managerial/Supervisory Licensed Mental Health Staff	English	Y	Y	County Staff
Clinical Services Manger	Managerial/Supervisory Licensed Mental Health Staff	English Spanish	Y	Y	County Staff
Clinical Supervisor	Managerial/Supervisory Licensed Mental Health Staff	This position is vacant	Y	Y	County Staff
Staff Services Analyst III (Fiscal)	Managerial/Supervisory	English Spanish	Y	Y	County Staff
Program Manager	Managerial/Supervisory	English	Y	Y	County Staff
Staff Services Analyst III (Wellness Centers)	Managerial/Supervisory	English	Y	Y	County Staff
Behavioral Health Services Coordinator III (School Services Coordinator)	Managerial/Supervisory Mental Health Staff	This position is vacant	Y	Y	County Staff

SUD Supervisor	Managerial/Supervisory SUD Personnel	English	Y	Y	County Staff
Staff Services Manager	Support Staff/ Managerial/Supervisory	English	Y	Y	County Staff
Psychiatric Specialist III	Licensed Mental Health Staff	English Mandarin	Y	Y	County Staff
Psychiatric Specialist II	Licensed Mental Health Staff	English	Y	Y	County Staff
Psychiatric Specialist II (Spanish- speaking)	Mental Health Staff	English Spanish	Y	Y	County Staff
Psychiatric Specialist I	Mental Health Staff	English	Y	Y	County Staff
Behavioral Health Services Coordinator II	Mental Health Staff	English Tagalog	Y	Y	County Staff
Behavioral Health Services Coordinator I	Mental Health Staff	English Spanish	Y	Y	County Staff
Behavioral Health Services Coordinator III	Managerial/Supervisory Mental Health Staff	English	Y	Y	County Staff

Case Manager III (Telepsychiatry Coordinator)	Mental Health Staff	English Spanish	Y	Y	County Staff
Case Manager III (Wrap Parent Partner)	Mental Health Staff	English Spanish	Y	Y	County Staff
Case Manager III	SUD Personnel	English	Y	Y	County Staff
Behavioral Health Services Coordinator II/III	SUD Personnel	English	Y	Y	County Staff
SUD Counselor III	SUD Personnel	English Spanish	Y	Y	County Staff
Wellness Center Associate (Mammoth/Benton)	Mental Health Staff	This position is vacant	Y	Y	County Staff
Case Manager III (Walker)	Mental Health Staff	English	Y	Y	County Staff
Case Manager III (Bridgeport)	Mental Health Staff	English	Y	Y	County Staff

Wellness Center Associate (Walker)	Mental Health Staff	English	Y	Y	County Staff
Wellness Center Associate (Mammoth: Yoga)	Mental Health Staff	English	Y	Y	County Staff
Wellness Center Associate (Walker)	Mental Health Staff	English	Y	Y	County Staff
Wellness Center Associate (Mammoth)	Mental Health Staff	English	Y	Y	County Staff
Fiscal Technical Specialist III	Support Staff	English Spanish	Y	Y	County Staff
Fiscal Technical Specialist II	Support Staff	English Spanish	Y	Y	County Staff
Fiscal Technical Specialist II	Support Staff	English Spanish	Y	Y	County Staff

QA/QI Coordinator III (MH)	Support Staff/Other Health Care Professional (Nurse)	English Korean	Y	Y	County Staff
Staff Services Analyst I (Data)	Support Staff	English Spanish	Y	Y	County Staff
Staff Services Analyst III (Fiscal)	Support Staff	English	Y	Y	County Staff
QA/QI Coordinator II (SUD)	Support Staff	English Spanish	Y	Y	County Staff
Psychiatry via Telemedicine (contracted provider)	Licensed Mental Health Staff	English	Y	Y	Contract Agency Staff
Public Health Officer Medical Director	Other Health Care Professional	English	Y	Y	County Staff

*Please also see MCBH’s Cultural Competence Plan for additional information on current staffing and MCBH’s justice, equity, diversity, and inclusion efforts.

Additional information as required by 9 CCR § 3830

- Estimate of the number of additional positions needed: See vacant positions in table above
- Estimate of the number of positions the County determines to be hard-to-fill or for which it is hard to retain staff: All positions
- Estimate of the number of positions for which recruitment priority is given to clients and/or family members of clients: All positions

- Languages in which staff proficiency is required to ensure access to and quality of public mental health services for individuals whose primary language is not English: Spanish
- The number of staff who are proficient in Spanish: 9 staff (36%) are proficient in Spanish. Several other languages, including Tagalog, Mandarin, and Korean are also spoken by our staff.
- The estimated number of additional Spanish-speaking staff necessary to meet the need: 0 staff members – approximately 45% of MCBH’s staff are bilingual English/Spanish speakers and in FY 24-25, one of the English-Spanish bilingual Behavioral Health Services Coordinators will be providing therapy 12-15 hours per week as a Master of Counseling trainee.

Annual estimate of number of clients served broken down by race/ethnicity compared to overall ethnic distribution of Mono County and the race/ethnicity reported by Mono County Behavioral Health staff*:

Race/Ethnicity	Estimate of # of Clients served	Percentage of Clients Served	Ethnic distribution of Mono County	MCBH staff
White/Caucasian	150	45%	65%	41%
Hispanic/Latino	125	38%	27%	43%
American Indian or Alaska Native	15	5%	3%	3%
Black/African American	5	2%	1%	0%
Asian	5	2%	2.3%	7%
Other	10	3%	.4%	6%
More than one race	20	6%	-	-

*This table aims to provide the percentages of diverse cultural, racial/ethnic and linguistic groups represented among direct service providers, as compared to percentage of the total population needing services and the total population being served.

For each occupation type, estimate of the number of personnel within each racial/ethnic group, as identified through voluntary self-reported data. Please note that for individuals who reported multiple races, their race/ethnicity is reported in each category.

	Hispanic/ Latino	Central American	Mexican/ Mexican- American/Chicano	White/ Caucasian	Asian	Filipino	More than one race**	Prefer not to answer
Licensed Mental Staff, Mental Health Staff, and SUD Staff*	3	1	1	6	1	1	1	1
Managerial/ Supervisory Positions	2			3			2	
Support Staff ***	5			2	1			

*Due to small sample sizes, please note these occupations have been combined to help keep staff responses anonymous. This category also includes community-based wellness staff

**Includes 1 staff who identifies as American Indian or Alaska Native, which is an underserved group in Mono County

***Includes Fiscal/Front Office staff and QA/Data/Reporting staff

The following tables provide estimates of the number of individuals served

Estimated number of individuals served by age and race/ethnicity								
	White/Caucasian	Hispanic/Latino	American Indian or Alaska Native	Black/African American	Asian	Other	More than one race	Total
Children	16	14	2	1	1	1	2	37
Transition Age Youth	22	19	2	1	1	1	3	49
Adult	83	69	8	3	3	6	11	183
Older Adult	28	23	3	1	1	2	4	61
Total	150	125	15	5	5	10	20	330

Estimated number of individuals served by age and primary language			
	English	Spanish	Total
Children	32	5	37
Transition Age Youth	43	6	49
Adult	159	24	183
Older Adult	53	8	61
Total	287	43	330

Estimated number of individuals served by age and gender				
	Male	Female	Transgender, Questioning, Gender non-conforming, Another	Total
Children	16	19	1	37
Transition Age Youth	21	25	2	49
Adult	79	95	7	183
Older Adult	26	32	2	61
Total	142	172	10	330

Capacity Table 2. Mono County Agencies

Agency	Purpose/Mission	Who is served?
Mammoth Hospital Behavioral Health, ED, and clinics	Our Mission: To promote the well-being and improve the health of our residents and guests. Our Vision: Mammoth Hospital will provide the premier experience in health, wellness and integrated care for the communities of the Eastern Sierra and beyond.	Mono County residents and guests
Mono County Public Health	“The Public Health Department provides services that support the health and safety of Mono County residents including immunizations, HIV and other sexually transmitted diseases programs, communicable disease prevention and surveillance, tuberculosis program, health promotion, emergency preparedness, California Children’s Services (CCS), Child Health and Disability Prevention Program (CHDP), Women Infant and Children (WIC), services for women and children, safety programs and much more.”	Mono County residents
Mono County Social Services	“Our mission is to serve, aid, and protect needy and vulnerable children and adults residing in Mono County in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.”	Needy and vulnerable children and adults
Mono County Office of Education	<i>“Mono County Office of Education is committed to serving students, schools and communities by providing and supporting exemplary educational programs in a professional and fiscally-sound manner in order to foster healthy and productive individuals.”</i>	Mono County students, schools, and communities
Mono County District Attorney	“The Mono County Office of the District Attorney promotes and protects the public peace and safety of Mono County, California.”	Mono County community
Mono County Sheriff	“The Mono County Sheriff’s Office is committed to providing the highest level of professional law enforcement services to enhance the quality of life for the citizens and visitors of Mono County.”	Mono County residents and guests
Mammoth Lakes Police Department	“The Mammoth Lakes Police Department’s mission is to provide quality law enforcement services, while building partnerships to prevent crime, maintain public trust and enhance the quality of life throughout town.”	Mono County residents and guests
Mono County Probation	The mission of the Mono County Probation Department is to ensure the safety of the residents of Mono County by providing community-based supervision and rehabilitation through a multi-disciplinary approach to persons being convicted or adjudicated of a crime.	Mono County probationers and community
Eastern Sierra Unified School District (ESUSD)	“We as students, parents, community members and educators together will inspire and challenge each of our students to pursue personal excellence, to contribute positively to society, and to sustain a passion for learning.”	Mono County students and parents/guardians
Mammoth Unified School District (MUSD)	“Mammoth Unified School District is committed to supporting students’ individual needs and preparing them for the future by instilling them with confidence. Our school district encourages all students to push themselves to achieve and develop socially, emotionally, physically and academically. The parents and staff are very involved in our students’ learning, recognizing their challenges and successes, while nurturing their individual talents and celebrating their diversity.”	Mono County students and parents/guardians

Capacity Table 3. Mono County Community Partner Organizations and Coalitions

Organization/Coalition	Purpose/Mission	Who is served?
Behavioral Health Advisory Committee	“Supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.”	Mono County community, MCBH clients
Cultural Outreach Committee	As for the Cultural Outreach Committee, it has served as a safe place for community members to come together and share ideas that are equitable, culturally, and linguistically appropriate for our Mono County people.	Underserved members of the Mono County Community
Mono County Justice, Equity, Diversity, and Inclusion Committee	The JEDI commission has been established and the group is now paving the way to provide and participate in trainings that are data driven, with the goal of educating county employees on structural racism, justice, equity, and diversity in the county workplace.	Mono County employees
Toiyabe Indian Health Project	Toiyabe is a consortium of seven federally recognized Tribes and one Native American community and serves as a valuable resource in our remote Eastern Sierra communities.	Tribal members
Wild Iris Family Counseling and Crisis Center	“Wild Iris is dedicated to promoting a safer community by empowering and restoring the independence of those affected by domestic violence, sexual assault and child abuse. Our vision is for non-violent relationships based on dignity, respect, compassion, and equality.”	Individuals affected by domestic violence, sexual assault, and child abuse
Student Attendance Review Board (SARB)	“The Board helps truant or recalcitrant students and their parents/guardians solve school attendance and behavior problems through the use of available school and community resources.”	Truant or recalcitrant students and their parents/guardians
Mammoth Mountain Ski Area	Mammoth Mountain provides recreational opportunities for residents and guests. It also serves as a major employer of permanent and temporary (sometimes transient) employees in Mono County.	Mono County guests and residents (permanent and temporary)
First Five Commission	“First 5 Mono County will be a leader in a community-oriented and family-centered support network for children prenatal to age five and their families, and is charged with improving outcomes in children’s health, safety, and learning.”	Children pre-natal to age five and their families

COMMUNITY PROGRAM PLANNING PROCESS

A critical step in the MHSa Annual Update is engaging community stakeholders so that they can provide input on the allocation of the county's MHSa funds. For this Annual Update, MCBH participated in and facilitated focus groups with key stakeholders including the Benton Tribal Community, administered a community survey, held several key informant interviews, and invited participants of community programs to participate in a dot exercise. Additionally, MCBH has integrated information from other community data sources.

The data from these engagement methods and a summary of the results of each are outlined below. This variety of information-gathering processes make up the department's unique CPP process. The Program Manager is charged with conducting and/or supervising the planning and data collection for the CPP. For a description of her duties, including the requirement of an annual mental health needs assessment (the CPP), please see Appendix F. Please note that MCBH provides training on the Community Program Planning Process (CPP) to staff members and its Behavioral Health Advisory Board (see below and Appendix C). Additionally, when MCBH conducts focus groups, staff provide a short overview training of the MHSa and how the input that participants provide will be used to design and plan programs.

Overview of the Behavioral Health Advisory Board

One of the most important components of the Community Program Planning Process and a key part of the Department's stakeholder involvement year-round is its Behavioral Health Advisory Board (BHAB). This group, which is comprised of community partners, clients/family members of clients, and other community members, has regular attendance and participation during its meetings every other month. Moreover, the BHAB is constantly working to recruit additional members from the County's un/underserved communities.

The partnership that exists between the Behavioral Health Department and the BHAB is truly collaborative and the BHAB has shown its dedication to being involved in all aspects of the Department's operations, including policy, monitoring, quality improvement, evaluation, and budget. It is an ongoing priority to label these different topics on the BHAB agenda so that BHAB members and other participants can clearly track and participate in MCBH's efforts to get input on these important areas.

Behavioral Health Advisory Board Focus Group

- April 8, 2024; 11 participants including several clients/family members of clients; Conducted in person with hybrid attendees
- Facilitated by Amanda Greenberg

- See minutes at <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-17>
- Session started with overview of CPPP and the data collection process so far, including a preliminary overview of the MHSA Community Survey results. Questions discussed include:
 - What is your initial reaction to the community needs that were identified? Do they ring true based on your work and life in the community?
 - What other ideas do you have for ways to improve the mental health of Mono County residents?
- Key Takeaways:
 - Amanda explained that we focused our survey on clients and Medi-Cal beneficiaries this year instead of casting a wider net – the BHAB discussed whether this was a positive or negative this year. Overall, MCBH thinks it’s a good thing because it gives us a more targeted set of responses and we can be sure we are meeting the needs of our target population.
 - Stacey asked what is the budget for community programs and what do we do in terms of outreach to reduce social isolation? Amanda explained that Lauren supervises most of the community outreach and wellness programming and they do so much all around the county. Including all funding sources, we would estimate that we spend \$500,000 annually on this type of programming.
 - This question led to a discussion on what service can we provide to individuals who are socially isolated or have social anxiety or are experiencing depression?
 - Community programming discussion – also discussed “reaching in” and how we want to empower community members to have conversations with people who might be struggling. Taking the Mental Health First Aid course is a great way to empower community members.
 - Service based model discussion – our providers will pick people up and take them to events or provide gas cards so that clients or natural supports can bring them to programming.
 - Prevention outreach discussion – we work hard to get people engaged in preventative ways so that they feel less isolated; it’s also true that lots of people move here because they want to be isolated.
 - Discussed how technology can make people feel more isolated in certain ways “I have 1,000 friends but nobody to feed my cat.” Generally discussed how we manage our own mental wellness.
 - The focus group had some concerns about Social Services for Seniors; Krista shared some resources such as Meals on wheels – assess and make referral as needed; Adult Protective Services goes out to help and establish connections with self-neglect concerns; Granpad program, which trains seniors on how to use tablets;.

- The BHAB was also very interested in the responses surrounding access to services. Among individuals with commercial/private insurance, it's very challenging to access mental health services in a timely manner. The waitlist at Mammoth Hospital is outrageous. Discussion that that BHAB as community members could advocate that Mammoth Hospital contract out for psychiatry and other therapy services.
- BHAB also brainstormed what resources might be available for community members while they are on the waitlist for providers that take private/commercial insurance. Possible to create a flyer that outlines what you can do while you wait (free MCBH programming as one example). Possible that the hospital could host a monthly group session for people waiting to get into a therapist.
- Although MCBH is often confused with Mammoth Hospital, MCBH has a mandate to serve Medi-Cal clients – we are really only set up to see clients with Medi-Cal, but we do also see children and their families at no cost, even those with private/commercial insurance.
- Focus group participants were both surprised and not surprised about isolation being a top need – Stacy and Robin to discuss more in terms of community outreach.
- Interesting that clients listed mobile crisis as a top strategy to promote mental health – when we fully roll out the mobile crisis benefit this summer, we can get that info to clients upon intake.
- Paradise Paradox screening discussion – suicide hits harder because we are so small.
- Discussed prevention outreach promotion related to drugs and alcohol; we could possibly re-use the materials from the “One Less” campaign or create napkins and/or coasters for local bars.
- Even though few people state that alcohol and drugs are a problem for themselves in the survey results, we do see in the community that lots of people have problems.
- Other possible places to reach out include volunteer Fire Departments and Mono EMS – Robin and Ingrid to speak. The Chamber of Commerce is another avenue of outreach and the “Access and Functional Needs List” could identify folks who are very isolated at home.

Benton Tribal Focus Group

- Held 2/29/24 at the Benton Paiute Reservation Community Center. Facilitated by two MCBH staff and included 3 participants who are all part of the Tribal community.

- The discussion was opened by asking participants what they believe to be the top mental health needs in their community. Responses included depression (both first and secondhand experience) and substance use. One participant elaborated on depression and explained that it also stems from medical issues such as chronic illnesses and overall physical health of family members, which impacts the caregivers who are typically other family members.
- When asked about ideas or resources to meet mental health needs and address substance use disorders within the Benton community, participants provided several suggestions. There was an emphasis on “in-person” events. Participants explained that it would allow community members to actively participate. It would also foster relationship building and engagement between community members and agencies, organizations, and other county partners. Furthermore, it would establish a point person to contact for future needs or questions regarding resources. Specific topics suggested for presentations and events included: education behind substance use; sex education, pregnancy prevention, STI for teens and youth; mental health hygiene and well-being for caretakers of those with illnesses; education on communicable diseases (e.g., flu, thrush, etc.); CPR/First Aid class with hands on demonstration.

Key Informant Interviews with Principals

- Fall 2023; eight principals were individually interviewed by three MCBH staff. Below is a summary of the conversations by theme:
- Students’ Top Needs:
 - Help with positive communication (especially between friends), Anger management, Healthy decision making, Divorce/custody, Sexual identity, Self-regulation, Crowded households, Attention seeking (bad/good), Respecting boundaries and personal space, Breaking cycles of trauma, conflict resolution, development of coping skills, sexting, concerns around early vaping/substance use, Diversity/tolerance re: sexuality, race, ethnicity; Bullying on social media
 - Many students have a tough home life and some high school students have been glorifying gang life and joking about going to prison.
 - At least one school was very concerned about the impacts that living in poverty and exposure to domestic violence have on their students. They also note that especially in the more outlying areas, there is a lack of resources for folks in poverty or for children entering the foster system in need of placement.
- Ideas to help:
 - Many principals expressed interest in the Botvins LifeSkills Training (LST) substance use prevention program with the goal of helping curb vaping, which was identified as a problem in many schools, and to create a foundation for more responsible behaviors as students get older. MCBH also connected principals with MCOE’s vaping/tobacco educator and the Mono County Public Health tobacco educator.

- Several schools mentioned that they needed additional staffing during lunch or recess.
- We discussed the need for after school programming and how older male students would benefit from positive male role models.
- We discussed the Love and Logic parenting classes and shared ideas for additional wellness programming, including yoga and diversity readings, as well as social-emotional learning curricula in the classroom.
- Things that schools are trying:
 - Some principals individually spoke with students they would like to refer for counseling and encouraged them to start seeing a therapist.
 - “Recess Reboot” program and plans for a “Family University Night.”
 - One principal shared that she would be providing teachers with a classroom management technique at each staff meeting.
- Administrative
 - There was a discussion about the need to have some face-to-face time with providers to get updates on referrals, care coordination, etc.
 - There was a discussion about the need to have one referral point/one point of contact for information for counseling referrals. Principals would like to be looped in more on care coordination and have a space where they can share information about students – in some cases MCBH was invited to attend COST meetings.
 - There was a discussion about the need to have a presentation to teachers on what we will be doing at the school/refresher on how to refer for our services, as well as clarification on how the crisis response works with several principals, including when the threat assessment protocol is used vs. suicide intervention process.
 - We also discussed several key documents, including releases of information, MOUs, Spanish translations of certain forms, and whether the consent to treat includes information on parental rights.
 - Finally, consistency and setting up schedules was discussed with several principals. We established some expectations about when we will be on certain campuses and how to communicate if we won’t be able to make it.

Clubhouse Live Focus Group Spring 2023

One program that MCBH offers for youth is Clubhouse Live (CHL), which is an after school program funded with Substance Abuse Block Grant Prevention Funds, that gives youth a safe, supervised space. CHL is offered in Mammoth Lakes and Bridgeport for middle school and high school aged youth. The hosts of CHL are equipped to facilitate an open space where discussions of all topics are fostered. Although this is not an MHSA-funded program, the youth who participate (or their family members) often access other MCBH services. In Spring of 2023, a focus group was held with the Mammoth Lakes CHL; feedback from the focus group included:

What were the top 3 community needs identified as a group?

1. Bullying
2. Housing
3. Drugs, alcohol, and vaping

What were the top 3 strategies identified to promote mental health? Were there any suggestions not on the list?

1. Increase awareness of mental health programs and services
2. Social groups
3. Educate the public.

Community Survey: Winter 2024

- Survey was open from February 11 to March 18, 2024
- There were a total of 64 survey participants
- Survey was administered via SurveyMonkey and distributed through partner agencies, at community events, through our Behavioral Health Advisory Board, and at the MCBH and Mono County Health and Human Services (HHS) front offices. It was available in English and Spanish. It was advertised via flyer at all our in-person locations and MCBH staff asked all clients to take the survey. Clients who took the survey received a gift card.
- The administration and analysis of the survey was spearheaded by the MCBH Program Manager.

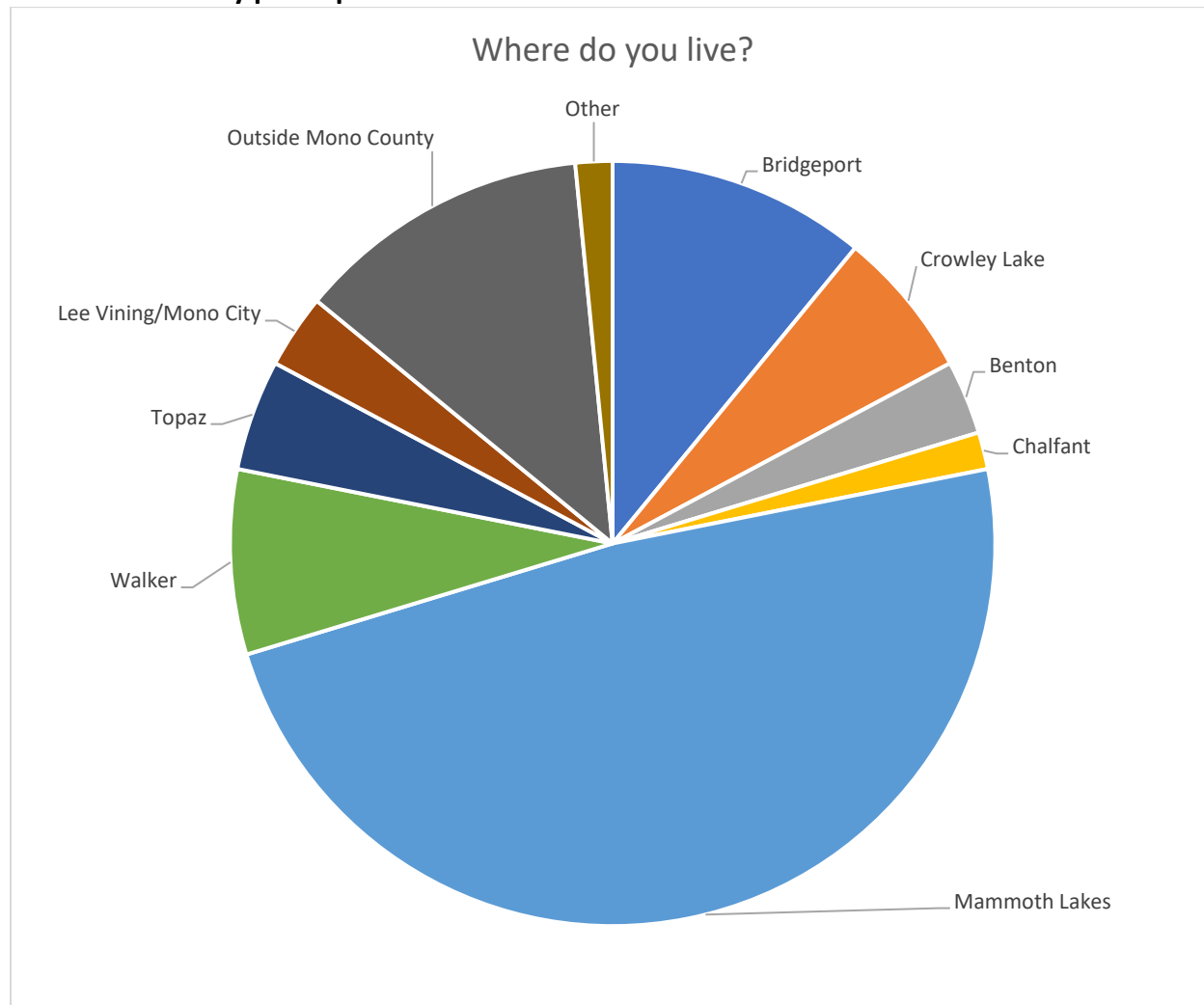
Quick Stats

- 64 completed responses
- 13% of completed surveys were completed in Spanish and 33% of participants identified as Hispanic/Latinx
- 9% of participants (n=6) identified as American Indian or Alaska Native
- 9% of participants (n=6) previously served in the military
- 8% of participants (n=5) identified as members of the LGBTQ+ community
- We met our goal of focusing on clients and Medi-Cal members:
- 42% of participants (n=27) have Medi-Cal (n=18), Medicare (n=6), or no insurance (n=3)
- 50% of participants (n=32) are clients, former clients, family members of clients, or participate in wellness programming
- Majority of respondents were female
- Good mix of ages

Access to mental health services:

- 42% have never tried to access mental health care in Mono County (n=27)
- 48% have tried to access mental health care in Mono County and were able to get services (n=31)
- 3% have tried to access mental health care in Mono County and were NOT able to get services (n=2)
 - These respondents both have private/commercial insurance

Location of Survey participants:



- 19% of respondents stated that they were at risk of homelessness, experiencing homelessness, or couchsurfing
- Only one respondent reported living in Mono County seasonally

The top 5 issues in our community related to mental health

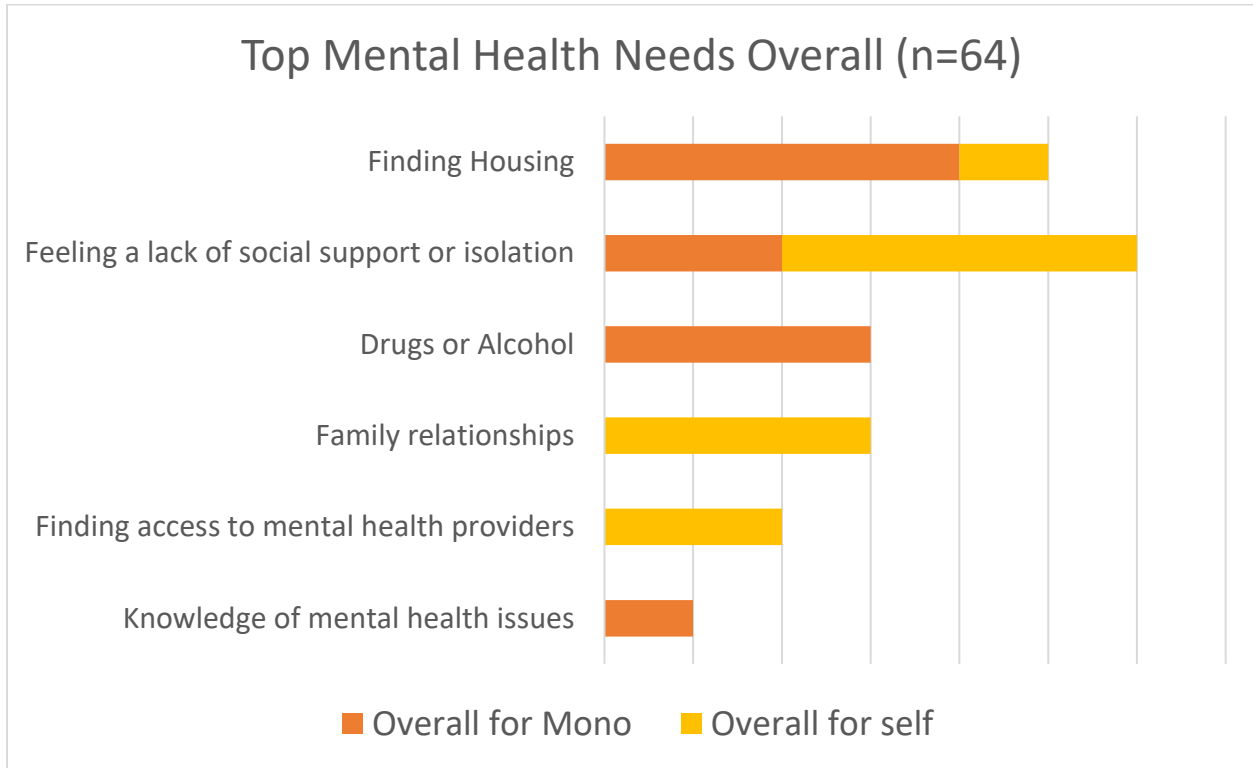
- Finding housing (56%)
- Drugs or alcohol (55%)
- Feeling a lack of social support or isolation (31%)
- Knowledge of mental health issues (27%)
- Finding access to mental health providers (27%)
- Analysis notes: access to providers dropped to be tied for fourth vs. 2nd highest need

The top 4 issues for individuals (self) related to mental health

- Feeling a lack of social support or isolation (36%)
- Family relationships (30%)

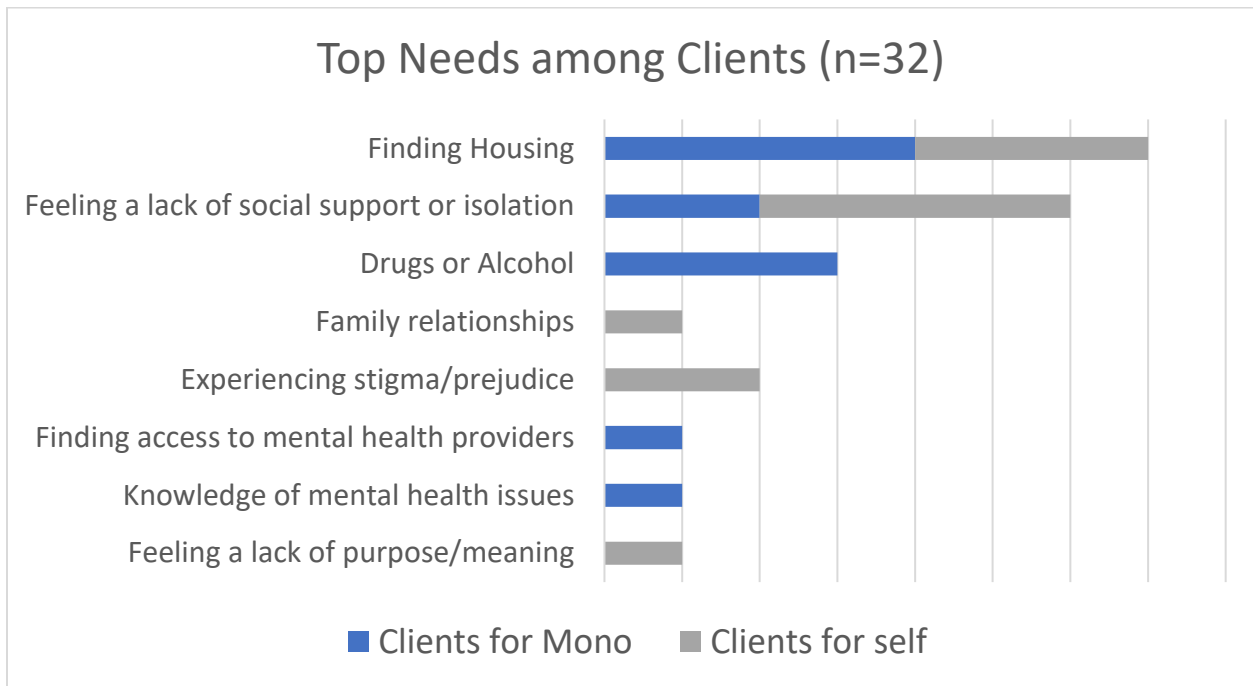
- Finding access to MH providers (30%)
- Finding Housing (28%)
- Analysis notes: Like last year’s top 3, except for the addition of Family relationships as 2nd top need.

The following graph provides a visual representation of this data.



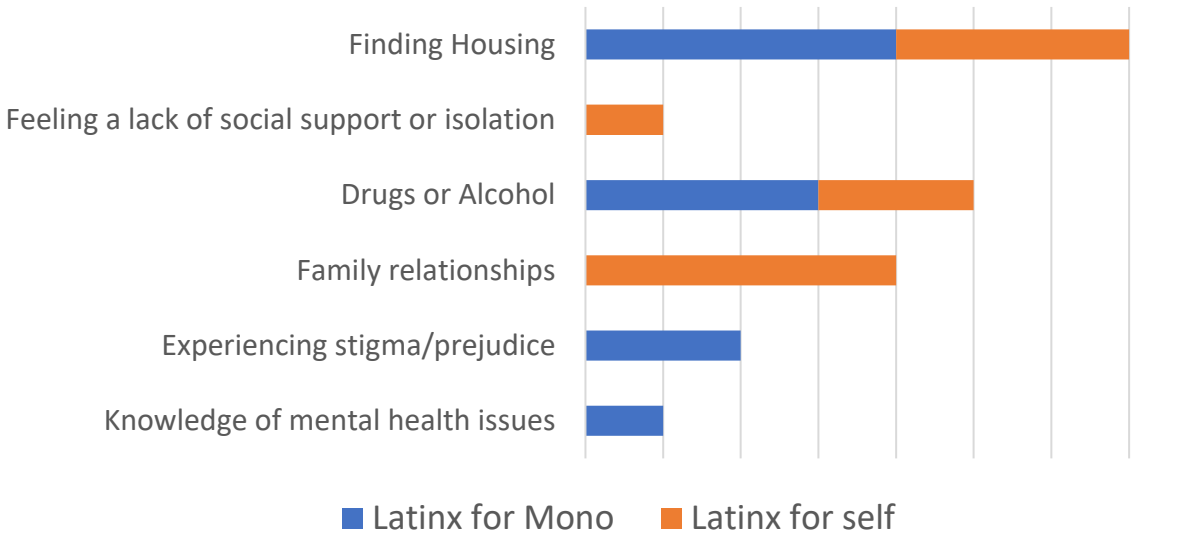
MCBH then analyzed the data by separating out participants who identified as clients, former clients, family members of clients, and wellness programming participants; these are all grouped together as “Clients” (n=32). MCBH also analyzed the data by separating out individuals who identified as Hispanic/Latinx (n=21).

Below are two tables showing the top needs identified by these participants broken out by the top needs for their Mono County community vs. the top needs for themselves as individuals.



Analysis notes: the top needs here are similar to what we see on the “Overall” graph; however, we see Experiencing stigma/prejudice appear as a top need for self, as well as Feeling a lack of purpose/meaning.

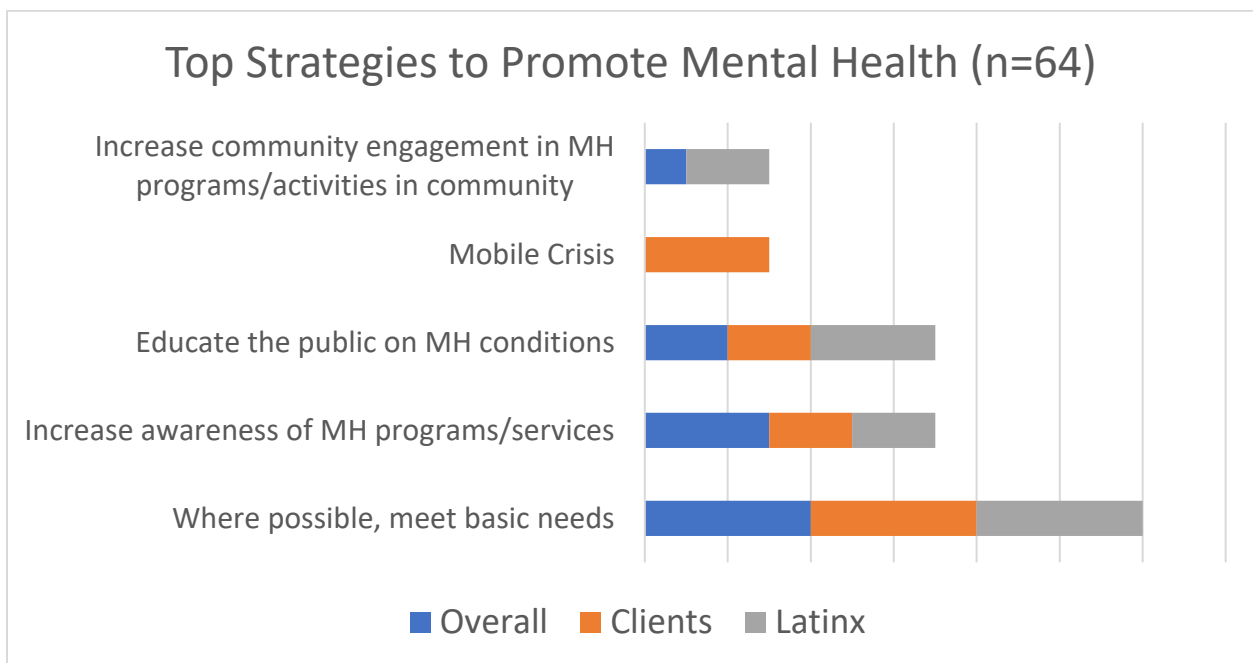
Top Needs Among Hispanic/Latinx (n=21)



Analysis notes: the top needs of Finding Housing and Drugs or Alcohol are consistent with the "Overall" graph; however, Family relationships rises in priority and we see Experiencing stigma/prejudice appear among Latinx needs.

The top 4 strategies to promote mental health

- When possible, meet basic needs like housing, rental assistance, food assistance (47%)
- Increase awareness of MH programs and services (44%)
- Educate the public on mental health conditions (39%)
- Increase community wellness/outreach programming like socials, school programs, yoga, and support groups (36%)
- Analysis notes: Basic needs and increasing awareness remain the top two overall strategies to promote mental health, with educating the public joining in the top three. Interestingly, Clients listed Mobile Crisis as one of the top strategies to promote mental health when no other groups did.



Finally, MCBH received more comments than ever in the comment box at the end of the survey, which asked “Is there anything else you’d like to tell us? Ideas for programs? Other priorities that we missed?” MCBH found several trends in the feedback provided and has included it below:

Praise/compliments:

- I think your outreach to outlying communities is a wonderful means of engaging people.
- Thank you for your work--all the programming makes a difference!
- Mono County is great they have been a real help.
- Mono County ladies do a great outreach job.
- I like that there are Spanish speaking clinicians and that they can be seen in person, thank you for everything. (translated from Spanish)

- I am flabbergasted at the dedication of our behavioral health professionals.

Suggestions for MCBH: General/Miscellaneous

- Continue helping people with their issues so they can move forward. (translated from Spanish)
- I believe a facility where suicidal patients could go to in our area would help because Reno is pretty far from our community, and that causes even more emotional stress.

Suggestions for MCBH: Staffing

- Bring “success stories” into your workforce, people who are sincere about growing & developing psychologically.
- Integrate peer supports into In-Home Supportive Services programs to fill the gap in lack of providers.
- Youth psychiatric and mental health services would be amazing. There’s such a shortage of that in both our county and into Nevada. Maybe more staffing for MCBH, in terms of therapists and the like.

Suggestions for MCBH: Programming

- More groups for youth (translated from Spanish)
- Classes
- CPR classes discussions on how to socialize and be active in the community, mental health hygiene for caretakers.
- More activities for the Benton residents
- Outreach and community service programs could help create stronger connections and a stronger sense of community which would benefit everyone.
- I have noticed that several Mono County communities have socials and potlucks organized by Behavioral Health, but not Lee Vining, where I believe they would be helpful.

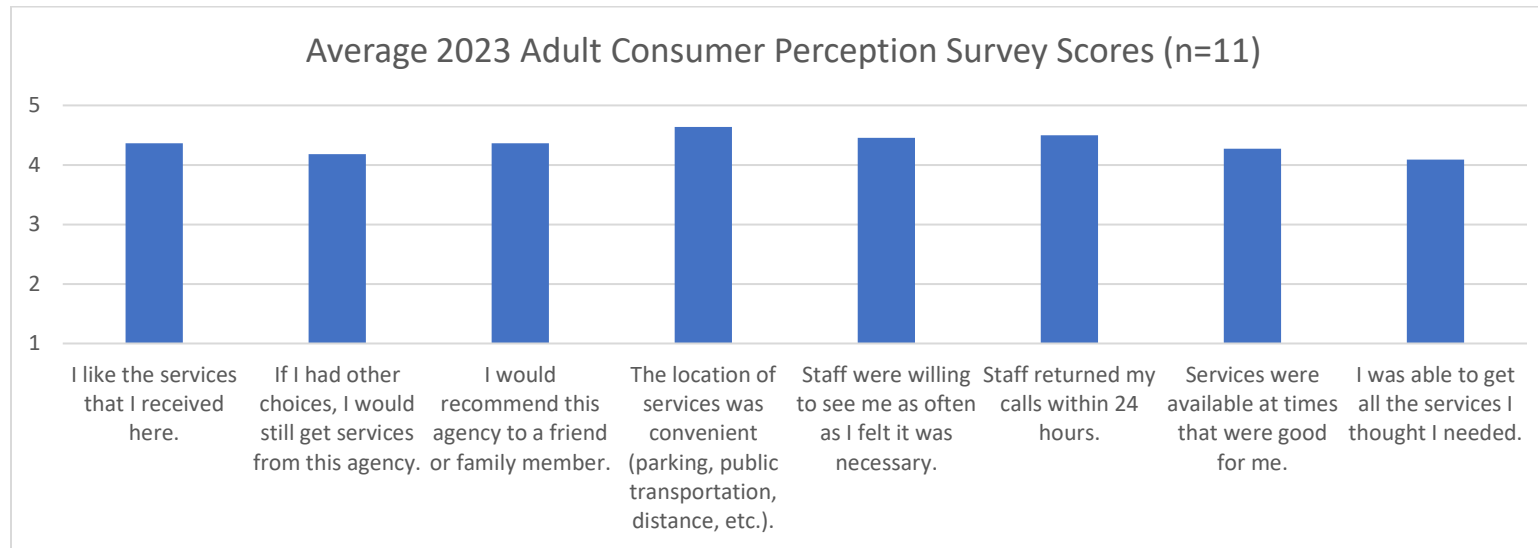
Insurance/Access Concerns

- Three separate individuals commented on the challenges related to accessing care for those with private/commercial insurance. One suggested not allowing companies to participate in the Exchange if they don't provide local care options. One person described their frustration at being denied services at MCBH because they didn't have Medi-Cal. One person described in depth their experience calling all non-MCBH mental health providers throughout Mono County and Bishop, stating that “Trying to find a mental health provider in Mono County is HARD. MCBH primarily only takes Medi-Cal subscribers. The wait list for Mammoth Hospital Behavioral Health [when I called was] 3-4 months...That makes being a depressed person with mental health issues in Mono County pretty isolating and hard. It shouldn't be so hard to get help. I know that goes beyond MCBH but just some general feedback.”
 - A note to readers: as the designated “Mental Health Plan,” MCBH’s mandate is to provide specialty mental health services to individuals with Medi-Cal. MCBH

goes beyond this mandate and serves children and their families with private/commercial insurance through its school program and responds to crisis calls/assessments for people with private/commercial insurance.

2023 Consumer Perception Survey (CPS) Results

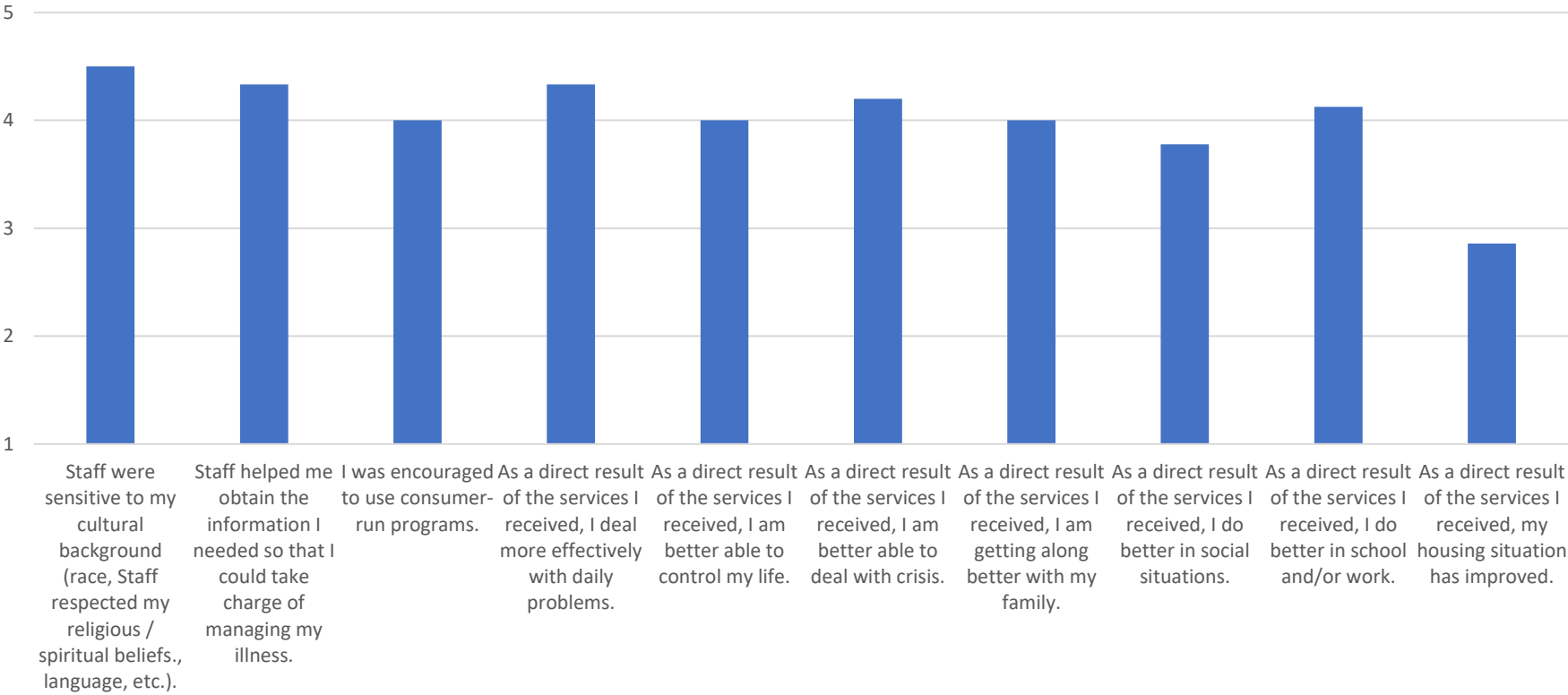
The CPS is an annual survey created by the Department of Health Care Services MCBH offers to each Medi-Cal beneficiary who receives services during one week each spring. In 2023, MCBH administered 20 surveys; however, only 15 individuals completed the survey. Of the completed surveys, 11 were submitted by adults, 3 by a youth, 1 by an older adult. As a result, MCBH has averaged the scores of the 11 adults who completed surveys. Although this survey was not collected as part of the MHSA CPPP, the results help provide some context and corroboration to the CPPP data. For example, housing was identified as a top community need and below we see that the lowest scoring item in the entire survey is related to housing.



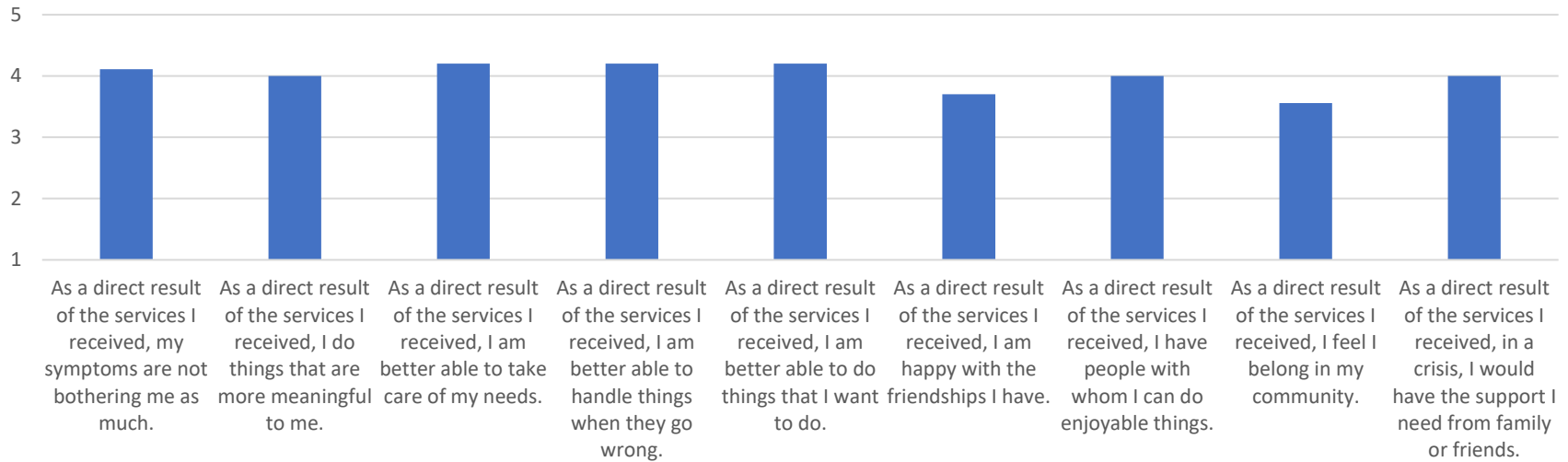
Average 2023 Adult Consumer Perception Survey Scores (n=11)



Average 2023 Adult Consumer Perception Survey Scores (n=11)



Average 2023 Adult Consumer Perception Survey Scores (n=11)



Mono County First 5 Strategic Planning Process: 2019-2024

- Data gathered from focus groups, a community meeting, public hearings, interviews, and written comments.
- The primary participants were parents of young children (<5yo) in Mono County.
- The First 5 data is relevant to our community planning process due to an overlap in service population and collaboration in services. First 5 similarly serves a large population of Medi-Cal beneficiaries, and MCBH funds the First 5 Peapod Program.
- Key Take-Aways:
 - Affordability and quality of childcare continue to be a challenge.
 - There is a need for opportunities to gather and address mental health issues and isolation.
 - Parents are seeking a better and easier way to get information about available resources and services.
 - Priority spending areas by First 5 are: Child care quality, home visiting services, school readiness services, and family behavioral health.

Overall Description of CPPP Stakeholders

The MCBH Leadership Team developed a plan for this CPPP based upon input/discussion from the Behavioral Health Advisory Board. The Leadership Team is a group of eight staff members including diversity in race/ethnicity, sexual orientation, lived experience, and geographic location. Together this group brainstormed feasible strategies to outreach to a diverse set of stakeholders in this CPPP, which resulted in all the data collection outlined above.

Through the CPPP for this Annual Update, MCBH was able to include stakeholders that represent the diversity of the County, including: a wide age range, a wide geographic spread, members of the LGBTQ+ community, members of our Latinx community and other racial/ethnic groups, members of Native American communities, and veterans.

Conclusion

Together, these engagement activities and the diversity of the stakeholders who contributed have provided valuable and meaningful input about the unique needs of the Mono County community and allowed MCBH to develop an MHSA program that is specifically designed for the county. Through these activities, the department was able to reach a range of populations within the county, including clients, allied agencies (social services, law enforcement, etc.), and community leaders. Mono County believes that it has reached a wide range of voices and perspectives and took great care to inform these stakeholders how valuable their input was throughout the process.

This Annual Update integrates stakeholder input, as well as service utilization data, to analyze community needs and determine the most effective way to utilize MHSA funding to expand services, improve access, and meet the needs of unserved/underserved populations. The MHSA Annual Update planning, development, and evaluation activities were also discussed with the Mono County Behavioral Health Advisory Board members.

Finally, MCBH staff received a training on the CPPP so that they are more aware of how stakeholders' input impacts the department's decision-making and MHSA planning. This training took place on 12/12/23 and included 25 participants. Please see Appendix C for sign-in sheet and hand-out used.

LOCAL REVIEW PROCESS

30-day Public Comment period dates: May 10, 2024 – June 9, 2024

Date of Public Hearing: June 10, 2024, from 3:00-4:30 pm

In-person locations (required for Behavioral Health Advisory Board members):

Mono County Civic Center: Dana Room (2nd floor)
1290 Tavern Road Mammoth Lakes, CA 93546

Bridgeport Memorial Hall
73 North School Street Bridgeport, CA 93517

Hybrid Zoom Option:

Meeting ID: 760 924 2222 Link: <https://monocounty.zoom.us/j/7609242222>

Call in: +1 669 900 6833 Meeting ID: 760 924 2222

Describe methods used to circulate, for the purpose of public comment, the Annual Update

The plan was posted at monocounty.ca.gov/MHSA on May 10, 2024. A news article was posted on MCBH's website and the Mono County website on May 10, 2024. Please see images in Appendix G for examples of advertisement.

- Advertisements for the public comment period will be placed in three local newspapers: The Sheet, the Mammoth Times, and El Sol de la Sierra (a Spanish language newspaper). Legal notice will be placed in The Sheet. Flyers advertising the public comment period and public hearing will be also posted throughout the County in well-trafficked public places such as post offices and community bulletin boards. Additionally, advertisement will go out via MCBH's Facebook page, which has over 1,000 followers and was advertised in conjunction with MCBH's mental health month activities. Advertisements appeared in our newspapers:
 - Mammoth Times: 5/16/24 and 6/6/24
 - The Sheet: 5/18/24 and 6/1/24
 - El Sol de la Sierra: 5/16/24 and 6/6/24

Provide information on the public hearing held by the local mental health board after the close of the 30-day review

The public hearing was held on June 10, 2024, from 3:00-4:30 pm in person and via Zoom. The public hearing was facilitated by MCBH staff and took place during the regular meeting of the Behavioral Health Advisory Board (BHAB), which is a public meeting subject to the Brown Act. Eight members of the BHAB attended at in-person location and two MCBH staff members were in attendance. Other attendees included two staff from Mono County Health and Human Services. After a full presentation of the plan, the BHAB accepted public comment (none) and discussed the plan and presentation. Then, the BHAB voted to approve the MHSA Annual Update.

- After the minutes are approved on 8/12/24 they will be available at this link: <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-public-hearing-mhsa-annual-update>

Include summary of substantive recommendations received during the stakeholder review and public hearing, and responses to those comments:

No recommendations were received during the public comment period. During the public hearing, the Behavioral Health Advisory Board commented that although it is a lot to digest, MCBH staff do a good job of updating the Board throughout the year and suggested that we staff make it very clear on the BHAB agenda what items tie to which funding sources so that the BHAB can consistently be educated throughout the year. Some BHAB members commented on how it is remarkable that we are able to do all that we do and positively reflected on MCBH's impact on the community. The BHAB then discussed some of the changes coming to MCBH through the Behavioral Health Services Act or Proposition 1.

Include a description of any substantive changes made to the Annual Update that was circulated

The only substantive change was the addition of the Prevention and Early Intervention Annual Evaluation Report data, which is not required as part of the public comment period and was not yet ready for publication by the first posting date.

MHSA Issue Resolution Process

To resolve an issue related to appropriate use of MHSA funds, inconsistency between approved MHSA Plan and implementation, and/or the Mono County Community Program Planning process, please see [Appendix B](#) for further instruction.

COMMUNITY SERVICES AND SUPPORTS

The MCBH MHSA Community Supports and Services (CSS) program provides services to people of all ages, including children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+); all genders; and all races/ethnicities.

The CSS Program includes three service categories: Full Service Partnership (FSP), General System Development, and Outreach and Engagement. Please see CSS Table 1 below for an overview of the programs and services offered within each of these service categories. Please note that some of our programs are funded across multiple categories, so may be listed twice.

Services within the CSS category are for all populations and help reduce ethnic disparities, offer support, and promote evidence-based practices to address each individual’s mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual. MCBH strives to not only meet the “clinical needs” of its clients but to also consider needs that relate to the social determinants of health such as housing and poverty. Department staff also strive to meet people where they are, both emotionally/mentally and from a physical perspective, including traveling to the County’s outlying areas to provide services and promote community.

In order to meet the mental health needs outlined above, MCBH has worked with stakeholders to develop and implement the programs in the CSS and other categories.

CSS Table 1. CSS Service Categories & Programs/Services

Service Category	Full Service Partnership (FSP)	General System Development	Outreach/Engagement
Programs and Services	<ul style="list-style-type: none"> • FSP South County • FSP North County • MHSA Housing Program • Telehealth Services • Wrap Program (90%) 	<ul style="list-style-type: none"> • Expansion of case management/supportive services • Wellness Centers • Crisis intervention/stabilization • MHSA Housing Program • Telehealth Services • Wrap Program (10%) 	<ul style="list-style-type: none"> • Community Outreach & Engagement

Full Service Partnerships (FSP)

MCBH has adopted a community clinic model, specifically when it comes to Full Service Partnership (FSP) clients. FSP services include, but are not limited to, one-on-one intensive therapy and case management, housing support, transportation, advocacy, assistance navigating other health care and social service systems, childcare, and socialization opportunities. These programs embrace a “whatever it takes” service approach to helping individuals achieve their goals. MCBH’s FSP program serves all age groups, including children/youth, transition age youth, adults, and older adults and if needed, helps clients meet basic needs, including housing, food, clothing, etc.

MCBH has a total of five FSP programs including: FSP South County, FSP North County, MHSA Housing Program, Telehealth Services, and the Wrap Program. In FY 23-24, MCBH made the decision that in FY 24-25, the department would separate its core FSP Program into two different programs: FSP South County and FSP North County. By formally starting an FSP program serving North County, MCBH will be better able to track services and costs across the county and ensure that FSP clients throughout the remote areas of the county are served equitably. This change is driven by feedback gathered in the Community Program Planning Process, including the desire to ensure that basic needs are met wherever possible. In support of this change MCBH is planning to purchase and renovate a building in Bridgeport in FY 24-25 to serve as a satellite office for this FSP program. For more information on this purchase, please see the Capital Facilities/Technological Needs (CF/TN) section of this Annual Update.

The FSP South County program will be based out of MCBH’s primary office at the Mono County Civic Center in Mammoth Lakes and will primarily serve clients in June Lake, Mammoth Lakes, Crowley Lake, Benton, Chalfant and the other small communities in the southern portion of Mono County. The FSP North County program will have two satellite offices: one in Walker and one in Bridgeport. The North County program will primarily serve clients residing in Walker, Coleville, Bridgeport, Lee Vining and the other small communities in the northern portion of Mono County. At this time, the Walker satellite office (branded as the Walker Wellness Center) is reported as a place of service on MCBH’s network adequacy reporting and it has a small scale food pantry where FSP clients regularly pick up groceries, gas cards for transportation, and other necessities. From an administrative perspective, MCBH will be re-allocating some costs for the operation of this office from GSD to FSP. Additionally, MCBH is budgeting funds to take care of some deferred maintenance at its office in Walker.

Each client in the FSP program is assigned a Behavioral Health Services Coordinator (BHSC) or a Case Manager (CM) as the single point of responsibility for that client/family. Additionally, Full Service Partners are introduced to other BHSCs and CMs, as well as front office staff, including the individuals who staff MCBH’s 24/7 Access Line. This ensures that a known and qualified individual is available to respond to the client/family 24 hours per day, 7 days per week. Additionally, all MCBH staff, receive extensive cultural competence training. It is also ensured that all Spanish-speaking FSPs are placed with a Spanish-speaking BHSC or CM (Spanish is Mono’s only threshold language). These BHSCs and CMs, along with the assigned therapist are

responsible for developing a Treatment Plan/Problem List, which also serves as the Individual Services and Supports Plan. To ensure that MCBH is able to transport clients or meet with them in the field, MCBH is also planning to purchase a vehicle using FSP funds in FY 23-24 and several more in FY 24-25.

A key component of MCBH's FSP program is providing housing support and services. Affordable housing, specifically for those with mental illness, is a critical concern in Mono County. In response, MCBH has an interdisciplinary team that works together to find and secure housing for FSP clients who are homeless or at risk of homelessness. This also includes assisting with first and last month rent deposits and occasionally securing emergency housing for individuals in crisis or who are unexpectedly experiencing homelessness who do not meet 5150 criteria.

In FY 23/24, MCBH made a significant change to its FSP program to allow conserved clients to enroll as FSPs if they desire. Assembly Bill 2242 (FY 21/22) now allows for MHSA funds to be used in this way and after seeking approval from stakeholders at the Behavioral Health Advisory Board and reviewing the overwhelming suggestion to “meet basic needs wherever possible” as part a top strategy to improve mental health, MCBH will now pay for an array of service needs for conserved clients using FSP funds.

The total number of unduplicated FSP clients for FY 2023-2024 was approximately 27, including 2 children, 4 TAY, 12 adults, and 5 older adults. In comparison to the estimates of FSP Clients to be served in FY 22-23 that were included in the last MHSA plan, MCBH served 12 adults vs. the estimated 17 and 2 children vs. the estimated 3. Due to the small number of clients served, this report will not disaggregate the data by race/ethnicity or gender. Please see CSS Table 2 below for an outline of the estimated number of FSP clients to be served broken out by age group. These percentages align with MCBH’s current identified need, as well as the Mono County average age distribution.

CSS Table 2. Estimated Number of FSP Clients to be Served

	FY 2023-2024	FY 2024-2025	
	All one program	FSP South County	FSP North County
Children (0-15)	3	3	1
TAY (16-25)	4	1	1
Adult (26-59)	15	13	3
Older Adult (60+)	5	5	2
Total	27	22	7

MCBH has also allocated a significant amount of CSS funds for its MHSA Housing Program. This one-time contribution of funds will fund 13 units in an 81-unit affordable housing development in the heart of Mammoth Lakes called “The Sawyer.” For this project, MCBH has partnered with the Town of Mammoth Lakes (owner of the land), The Pacific Companies (selected developer), and Buckingham Property Management. In addition to the housing units, it will include offices for supportive services, a community space for residents, and a day care facility. Ultimately, this neighborhood will include 400+ units of affordable housing. MCBH partnered with Pacific to complete its non-competitive No Place Like Home application and was awarded \$500,000 toward the project. As part of the No Place Like Home grant, MCBH developed a supportive services plan with in-kind services. Please visit the link below for more detail on how services will be provided at this housing project.

- https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/mono_county_nplh_mou_signed_-_signed.pdf

In summer 2021, Pacific began grading and tree removal and in February 2022 it received a notice of award through HCD’s Housing Accelerator Program for the remaining funds required to make the project feasible. In spring 2022, MCBH brought a final loan agreement to the Mono County Board of Supervisors to fund its remaining commitment. In Fall 2022, a significant amount of construction was completed; however, a historic winter put the project behind schedule. Construction continued in 2023 and all parties anticipate opening 15 units of general affordable housing including three units of permanent supportive housing (PSH) in June 2024. It is anticipated that the rest of the units and the office space will become available in July, August, or September 2024. MCBH has budgeted approximately \$1,577,000 for this project over the last several years and the department will finally be expending it in FY 24-25.

In support of this project, MCBH purchased furnishings (approximately \$45,000) for eight of the units and accessories (approximately \$1,500 per unit) for three of the units in FY 23-24 and assisted clients with deposits and moving fees. Accessories include everything from silverware and dishes to cleaning supplies and bathmats. At this time, all furnishings and accessories are the property of MCBH. MCBH is also purchasing furnishings for its two office spaces on-site, which will cost approximately \$14,000. Additional furnishings and accessories will be purchased for the remaining units in FY 24-25 as residents are identified and complete the furnishing and accessory request sheet.

The funding for this project was drawn from the Department’s Prudent Reserve (which is now housed in CSS) and unspent CSS funding. In fall 2018, the California State Legislature passed Senate Bill 192, which specified a maximum amount of funds that counties could hold in their MHSA prudent reserves. As a result, MCBH transferred approximately \$1,200,000 from its prudent reserve into CSS during FY 19-20. Based upon continued feedback from a wide range of stakeholders that housing is one of the primary problems facing Mono County residents, especially those with mental illness, stakeholders have decided to allocate CSS funding to a

housing project in Mammoth Lakes. This program is funded partially through the FSP category and partially through the General System Development (GSD) program.

In FY 23-24 and the years following, MCBH will begin allocating staff time and salaries to the supportive housing program to support the units funded in The Sawyer, this will include time working with the property manager and property management firm, time spent developing eligibility criteria and training staff, and time meeting monthly with housing partners. Additionally, MCBH is budgeting funds for any rental subsidy that may be required for PSH units at The Sawyer and rental subsidy for clients who live in other areas of the county or are not interested in moving into The Sawyer. MCBH also operates a transitional housing program to stabilize a person's living situation and provides services on-site, but this program is grant-funded and does not utilize MHSa funding.

Like the MHSa Housing Program, the Telehealth Services Program is funded in part through FSP and partially through GSD. The Telehealth Services Program includes psychiatry services and therapy services (as needed) provided via telemedicine through a contractor. For the majority of FY 23-24, MCBH contracted with North American Mental Health Services (NAMHS). Due to the resignation of a psychiatrist and some other administrative challenges, MCBH opted to change its psychiatry contractor and is now working with CalMHSa and Astrya to contract with a psychiatrist who would also be able to serve Mono County in person periodically.

The Telehealth Services Program also includes a portion of the MCBH Medical Director's salary to provide medication monitoring services and to provide psychiatry services for less complex cases. The as-needed therapy services provided through the Telehealth Services Program have also allowed MCBH to maintain continuity of care in the case of internal staff turnover.

The Wrap Program is a well-established partnership between MCBH, Mono County Probation, and Mono County Department of Social Services (DSS). The Mono County Wrap Program can serve up to two families at any given time and "wraps" these families in a variety of services, holds regular family meetings, and helps families meet basic needs like housing, food, etc. (a key strategy identified in the CPPP to promote mental health). A major achievement of FY 23-24 was hiring a Case Manager to serve as a parent partner; she has also enrolled in a peer support specialist certification program. Wrap is funded in large part under FSP with a small part under GSD.

General System Development

Within the General System Development (GSD) CSS service category, MCBH funds such services as expanded case management and supportive services, Wellness Center programming, and crisis intervention and stabilization services. As mentioned above, the MHSa Housing Program and Telehealth Services are also funded partially through GSD funds.

The expanded case management and supportive services category enables MCBH to offer services to a wide variety of clients in need of additional supportive services. When determined

clinically appropriate, this program includes purchases such as food, phone bills, medication, etc. for clients who do not qualify for FSP services; these purchases must be related to the client's treatment. This program has also allowed MCBH to hire both entry level staff and to promote experienced behavioral health staff who are often clients/family members or bilingual and from the Latinx community, thus creating career pathways to higher paying positions, such as Psychiatric Specialist, SUD Counselor, or Staff Services Analyst.

In terms of crisis intervention and stabilization, MCBH staff are available 24/7 including responding to crisis calls from the Mammoth Hospital Emergency Department for 5150 assessments and use funds from this program to cover costs like hotel rooms, etc. to help clients stabilize following a crisis. In FY 23-24, MCBH opted to allocate staff time to this program and it will continue to do so in FY 24-25. This program also includes various program costs such as phone costs. MCBH has a long-standing MOU with Kern County for utilization of a crisis stabilization unit in Ridgecrest – both FSP and non-FSP clients use this service when in crisis. Finally, thanks to funding from the Crisis Care Mobile Units grant via DHCS, the department plans to continue its ongoing roll out a Mobile Crisis Response Team in FY 23-24 and is preparing to meet the requirements of the Medi-Cal Mobile Crisis Benefit by July 1, 2024.

MCBH provides wellness center programming in three locations: Walker Wellness Center, Sierra Wellness Center in Mammoth Lakes, and Bridgeport Memorial Hall. Additionally, the department offers wellness programming at the community center in Crowley Lake. Wellness Center programming is designed to support the recovery of individuals with mental health conditions, provide a gateway into mental health services, and reduce ethnic and racial disparities. Beginning in FY 24-25, MCBH will be increasing its focus on FSP services in Bridgeport and Walker, ensuring that programming also meets the needs of FSP clients. As a result, some costs associated with operating wellness centers will be allocated to the new North County FSP program. Utilizing feedback from the Community Program Planning Process as a guide, MCBH offered the following programming funded through the Wellness Center Program in FY 23-24:

- Bridgeport:
 - Journaling
- Crowley
 - Yin Yoga Stretch
 - Mat Pilates
- Walker
 - Kid's Art Program
 - Parent Project
 - Ukulele
 - Mindful Hiking
 - Community Garden
 - Walking Group
 - Nutrition and Cooking Classes
- Mammoth
 - Sunday Senior Doughnut Drop-In

- Yoga
- Mammoth LGBTQ+ Potluck.
- Circulo de Mujeres in Mammoth
- Programming is also offered in Benton but is funded under another grant

Outreach and Engagement

MCBH offers several CSS programs, services, and activities that are encompassed in its Community Outreach & Engagement program, including the Foro Latino, community socials in outlying areas, a contract for Tribal Dance Classes, and Mental Health Month activities. These programs are designed to engage Mono County's un- and under-served individuals and communities, from both an ethnic/racial perspective and a geographic perspective. Through these programs, MCBH is also able to build trust in its communities and ensure that individuals who need more intensive services from the Department feel comfortable seeking them.

MCBH offered in-person Outreach and Engagement Programming consistently throughout FY 23-24. Community socials took place monthly in Walker, Bridgeport, Benton, and June Lake. In Bridgeport, the social rotates between Memorial Hall and the Bridgeport Indian Colony Community Center. Please note that due to changes in self-identified community needs/focus, the Benton Social is now funded under MCBH's Substance Use Block Grant (SUBG).

MCBH hosted four Foro Latino events that attracted more than 200 participants in FY 23-24. These events included information on services provided by various agencies within Mono County, cultural education and celebration, opportunities for cross cultural connections, a presentation on the stigma of mental health in Latino/a/x communities, and resources specifically serving these communities.

MCBH's Mental Health Month celebration in May 2023 was very successful including a Mental Health Family Dinner presented by TANF and OVCD in Walker and in Bridgeport, a Gender Fluidity and Non-Binary Community Gathering, and a Mental Health Resiliency Lunch. In May 2023, Mental Health Month events include a screening of the mental health film "Paradise Paradox" at Minaret Cinemas, a Foro Latino, a Mental Health First Aid Course, and free community yoga. MCBH is also planning to participate in PRIDE month activities through June to reach out to and support our LGBTQ+ community members participation at the Mountain Queers Pride event and sponsorship and tabling at the Eastern Sierra Pride Festival. MCBH will also be hosting a Pride BBQ.

Throughout FY 23-24, MCBH contracted with Mono Arts Council to provide Community Powwow Dance Classes in Mammoth and Art Classes for remote areas. The Powwow Dance classes take place twice monthly and are open to all community members. Community Art Classes are held monthly in Bridgeport and Walker.

Administrative Costs

From an administrative perspective, MCBH has worked with consultants to maximize its funding opportunities and to create a sustainable plan to help spend down MCBH's fund balances. Additionally, this process has helped prepare MCBH for the changes coming with CalAIM, the California state reform of the Medi-Cal system. MCBH will be using MESA funding to support its CalAIM initiatives. In particular, the department will support payment reform by providing MESA funds for an Intergovernmental Transfer (IGT). MCBH will receive the funding provided for the IGT back as part of the local share of Medi-Cal and funds will be deposited back into the MESA revenue account.

MCBH also anticipates that in the next three years, it will use CSS funding to help implement a Mental Health Diversion program. MCBH is currently working closely with local stakeholders who work in the criminal justice system to determine how this pretrial program will operate and how staff may be assigned in the case that individuals with mental illness qualify to receive mental health treatment in lieu of prosecution and jail. MCBH will include information about this program in future Annual Updates as it develops. Through this process, MCBH will continue to work with existing clients and Full Service Partners who are involved in the criminal justice system, including those on probation.

MCBH has a variety of administrative costs that were added in FY 23-24 or will be added in FY 24-25. Administrative costs are spread across components, with the largest allocation coming from CSS. MCBH has a number of contract costs with CalMESA related to interoperability and data archiving, HEDIS quality measure analysis, the State hospital program, revenue cycle management, and fiscal optimization. Finally, MCBH has budgeted contingency funding to ensure that it can start planning for the new requirements under Proposition 1 and any other new requirements that are announced by the Department of Health Care Services (DHCS).

CSS Achievements & Outcomes

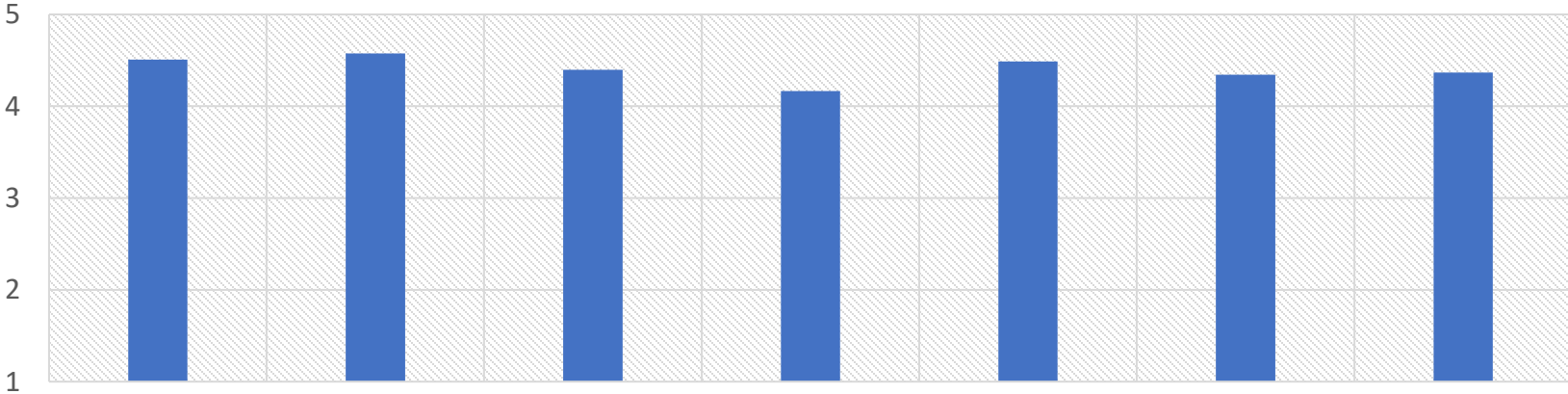
MCBH has several notable achievements in FY 23-24 thus far, the first being the recruitment and/or retention of four therapists, including one who is Spanish speaking. MCBH has intentionally built a workforce culture designed to retain employees. Two MCBH case managers completed their Peer Support Certifications and another one has enrolled. The department hired a dedicated parent partner for its Wrap Program and provided Wrap services to two families. MCBH implemented a new electronic health record and spent significant time in FY 23-24 preparing for various CalAIM initiatives and new requirements. Finally, MCBH's permanent supportive housing (PSH) developer has plans to lease 15 units of affordable housing (including 3 units of PSH) at The Sawyer in June 2024. These three PSH units will house eight clients and family members of clients. MCBH is also ready to help an additional ten client households move into PSH units early in FY 24-25.

In FY 23-24, MCBH hosted 575 community wellness program sessions serving 409 community members using MHSA (GSD and PEI funds) and Substance Use Block Grant funds. Of these, 442 programs were funded by the MHSA.

In November and December 2023, MCBH conducted a client satisfaction and impact survey and had 74 clients participate. This survey included feedback from a variety of clients that receive FSP and GSD services. Across the board, clients agree that they are satisfied with our services, are feeling a positive impact from our services, and find our services to be accessible. The following page contains a graph of the average response to each of these measures. Clients also shared such feedback as:

- I love the environment so much at Mono County Behavioral Health
- MCBH saved my life and changed it for the better.
- The services I have received from MCBH have been outstanding. I have grown immensely and am very grateful for the kind help I have received. From the receptionist to the medical providers, I have always been treated with kind respect. I feel very fortunate.
- I think telehealth services are very useful and are helping me be able to take my mandatory classes while remaining employed
- I love my services, please don't change them.
- I feel really confident about this program in getting the help I need and the resources I need. Not feeling so much pressure from other resources that I did before learning about this program, knowing but I have people on my side.
- I really appreciate all the help that I get from MCBH, not only case management but morale boosters and encouragement in my journey of self improvement and discovery.
- I have been receiving services with Mono County Behavioral Health for about 5 years now. They are always looking to improve their services, which over the years they have done so. They are super responsive and listen to what you need. They are one of the best providers for mental health services.
- Really appreciate the services and I was able to get into services so quick.

Average Scores n=74
 1 = strongly disagree | 5 = strongly agree



I like the services that I have received here. I have a good relationship with my MCBH service providers. As a direct result of the services I received, I am better able to handle things when they go wrong. As a direct result of the services I received, my symptoms are not bothering me as much. Staff here believe I can grow, change, and recover. I have access to my provider(s) when I need them the most. Services were available at times that were good for me.

Challenges or barriers, and strategies to mitigate

In FY 23-24, MCBH devoted a significant amount of administrative time to tracking Proposition 1, Governor Newsom's reform of the Mental Health Services Act. Although there are some exemptions for small counties, MCBH is concerned about how the changes in the bill will impact overall service delivery and it is concerned about the added administrative burden. Direct service staff have also expressed concerns and MCBH Leadership has worked to help staff feel supported through this time of uncertainty. Mono staff will continue to advocate for small counties in the Behavioral Health Transformation process by participating in workgroups through the California Behavioral Health Director's Association.

In addition to the Behavioral Health Transformation, MCBH is also managing a variety of new DHCS requirements and initiatives related to CalAIM and Medi-Cal that directly impact MHSA programs and services. These include the Justice Involved-Initiative, the Medi-Cal Mobile Crisis Benefit, CARE Courts, BH-CONNECT, and Interoperability. It is an immense amount of work, especially given the uncertainty related to our MHSA funds.

Finally, a barrier to clients' mental health recovery and recruiting and retaining CSS workforce is the lack of affordable housing. MCBH continues to push its Permanent Supportive Housing project forward in hopes that the new housing development will provide housing for mental health clients, as well as other low-income Mono County residents.

List any significant changes in Annual Update, if applicable

MCBH has made several changes to this Annual Update:

- MCBH separated its core FSP Program into two different programs: FSP South County and FSP North County. By formally starting an FSP program serving North County, MCBH will be better able to track services and costs across the county. In support of this change MCBH is:
 - Re-allocating some Wellness Center costs from GSD to FSP.
 - Planning to purchase and renovate a building in Bridgeport in FY 24-25.
 - Budgeting funds to take care of some deferred maintenance at the office/wellness center in Walker.
- Midway through FY 23-24, MCBH added conservatees and the costs related to their services to the FSP funding category.
- Change of contractor for the Telehealth Services program in order to improve services.
- Payment for MCBH's MHSA Housing Project (\$1,577,123.43) will be made in FY 24-25 instead of FY 22-23 or FY 23-24. MCBH is also using MHSA funds to pay for office and apartment furnishings and accessories for this project in both FY 23-24 and FY 24-25. As needed, MCBH will assist with deposits and rent.
- MCBH added a variety of administrative costs, including the purchase of a new vehicle and costs to meet interoperability and data archiving requirements, HEDIS quality measure analysis, State Hospital Program, revenue cycle management, fiscal optimization, and contingencies related to the implementation of Proposition 1.

PREVENTION AND EARLY INTERVENTION

The Prevention and Early Intervention (PEI) component of the MHSa includes five different funding categories: Prevention, Early Intervention, Outreach for Increasing Recognition of Early Signs of Mental Illness, Access and Linkage to Treatment, and Stigma and Discrimination Reduction. Please see PEI Table 1 below for an overview of the programs and services offered within each of these service categories.

PEI Table 1. PEI Service Categories & Programs/Services

Service Category	Prevention & Early Intervention	Outreach to Increase Recognition	Access/ Linkage to Treatment	Stigma/ Discrimination Reduction
Programs and Services	<ul style="list-style-type: none"> • Peapod Playgroup Program • Walker Senior Center • North Star School-Based Services 	<ul style="list-style-type: none"> • Community Trainings 	<ul style="list-style-type: none"> • Outreach in Outlying Communities 	<ul style="list-style-type: none"> • Community Engagement

Prevention & Early Intervention

The Peapod Playgroup Program targets children from birth to five years old and their parents in six communities throughout Mono County that is operated by Mono First 5. Every year, First 5 strives to provide three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which children and their parents gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. In Mammoth Lakes, there is also a Peapod Group that serves Spanish-speaking children and their parents.

The expected outcomes/objectives of this program include: decreasing isolation by providing parents and children an opportunity to socialize, de-stigmatizing seeking behavioral health services, linking children and their parents to community services, encouraging school readiness

skills, and encouraging early literacy. This program is a community-led and -driven activity that was created in response to a specific community-identified need. It is a unique form of early intervention that provides services within the community that help increase access to services, while providing prevention and early intervention services. Moreover, it helps improve families' engagement in their own communities and with their peers. MCBH has executed a three-year contract with Mono First 5 for this program. In the case that the changes from Proposition 1 impact the long-term sustainability of this program, MCBH still intends to fund the program in FY 24-25, FY 25-26, and FY 26-27.

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is a fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

The largest program funded in the PEI category is the North Star School-Based Services Program. North Star's mission is to improve the lives of the clients we serve by providing tools and insights so clients can better recognize, confront, and understand their challenges. Although families are served collaterally, North Star's target population is 100% youth. The North Star School-Based Services Program aims to keep students from falling through the cracks during one of the most critical development periods of their lives. Additionally, North Star aims to reduce mental health stigma in the community and provides a safe place where students and their families can seek needed services.

This program includes portions of Therapist and Behavioral Health Services Coordinator salaries to provide individual and group services, as well as Case Manager salaries to provide in-class wellness in North County. North Star is funded in large part by the Mental Health School Services Act (MHSSA) grant. In FY 23-24, MCBH had one therapist position that is partially funded out of the MHSSA grant and received administrative funding for the grant. Other positions that are funded by this grant include a Program Coordinator, two trainee therapists, and a case manager – in FY 23-24, these positions were all employed under the Mono County Office of Education (MCOE). In FY 24-25, the majority of the positions will be employed under MCBH.

Please note that in FY 24-25, MCBH will be exploring the possibility of changing the name of this program from North Star School-Based Services Program to Mono County Behavioral Health School-Based Services Program. There are a few reasons, MCBH is considering this change: 1) Inyo County Office of Education operates an unaffiliated school-based counseling service called North Star, which can be confusing for clients; 2) MCOE has its own counseling department which is unaffiliated with MCBH/North Star, which can be confusing for the schools; 3) community members and even school officials often suggest to MCBH that we should be doing work in the

schools and are surprised to learn that we are part of North Star; 4) to ensure that no referrals or calls fall through the cracks, MCBH would like to utilize its front office for administrative help.

Outreach for Increasing Recognition of Early Signs of Mental Illness

MCBH regularly responds to requests for trainings and the department's director spends a portion of her time advocating for mental health in ways that align with this component. In FY 23-24, MCBH spoke at several community events, including film screenings of "Paradise Paradox," a movie about mental health in mountain towns. MCBH previously funded several Mental Health First Aid courses per year under this category, but these courses are now funded under MCBH's Crisis Care Mobile Units grant in an effort to help MCBH educate the community on mobile crisis services.

Access and Linkage to Treatment

Staff members in North County offer such access and linkage programming as Trauma-Informed Yoga and Chair Yoga in Walker. MCBH has found that community programming is an excellent way to attract un/underserved individuals and screen/assess them for referral to more intensive services and this program is designed to achieve this among different age groups in some of our most underserved communities. Additionally, within the Walker community, the program includes regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with members of the Walker community and their families. When an individual or their parents, caregivers, or other family members, are identified as needing mental health services, the case managers who run these programs provide information about seeking individual services with MCBH, including providing the front office number and offering to call with the client to schedule an intake. Referrals are documented in a log and the case managers follow-up with clients to see if they were interested in/able to schedule an appointment. By offering consistent weekly programming in areas where there are limited other services, MCBH is able to support clients in their engagement in treatment and services as needed. In the case that a participant needs to be linked to primary care, the staff member can also help call the person's provider or the closest medical care if they do not have an established primary care provider.

Stigma and Discrimination Reduction

To reduce stigma and discrimination, MCBH operates a program called Community Engagement that involves the active management of a Facebook page. In spring 2024, MCBH asked its Facebook followers to participate in a survey (to be administered annually) in an effort to measure changes in attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services. The survey had minimal participation, but the respondents reported that the program is having a positive effect.

In FY 23-24, MCBH was planning to recruit a part-time position to manage content for its Facebook page and possibly expand to other social platforms, but this did not materialize. The

department also received feedback during its CPPP that members of the community like to connect with the mindfulness and meditation videos that are posted weekly.

PEI Achievements

MCBH continues to be proud of the way that PEI funding helps the department reach out to un/underserved individuals across the county, including some of the most isolated communities in the County. PEI programming supports individuals of all ages, but through both Peapod and North Star, focuses on prevention and early intervention among youth. Please see the PEI Evaluation Report for more information about PEI Outcomes.

Challenges or barriers and strategies to mitigate

MCBH's PEI programs still lack some evaluation components, which is evident in the confidential version of the PEI Evaluation Report submitted to the Mental Health Services Oversight and Accountability Commission. MCBH is also beginning to work on if/how PEI programs may be sustained given the changes coming from Proposition 1.

List any significant changes in Annual Update, if applicable

MCBH is now funding all Mental Health First Aid courses using Crisis Care Mobile Unit grant funding. MCBH did not end up hiring a staff member to manage/expand social media. MCBH is considering changing the name of the North Star program to reduce confusion across the county.

PEI Table 2. Program Priority Crosswalk to Senate Bill 1004, WIC Section 5840.7(a), and MHSOAC Information Notice 23-001 Requirements

Regulatory PEI Priorities	Childhood Trauma & Early Intervention	Early Psychosis & Mood Disorder Detection & Intervention	Youth Outreach & Engagement Strategies	Culturally Competent & Linguistically Appropriate PEI	Strategies Targeting Mental Health Needs of Older Adults
Citations	WIC Section 5840.6(d)	WIC Section 5840.6(e)	WIC Section 5840.6(f)	WIC Section 5840.6(g)	WIC Section 5840.6(h)
Programs and Services	<ul style="list-style-type: none"> • Peapod Playgroup Program • North Star School-Based Services Program 	<ul style="list-style-type: none"> • Community Trainings (OIR) • North Star School-Based Services Program 	<ul style="list-style-type: none"> • Outreach in Outlying Communities (ALT) • Peapod Playgroup Program • North Star School-Based Services Program 	<ul style="list-style-type: none"> • Community Engagement (SDR) • Outreach in Outlying Communities 	<ul style="list-style-type: none"> • Walker Senior Center • Outreach in Outlying Communities
Estimated Share of PEI Funding Allocated	20%	21%	19%	20%	20%

“Early identification programming of mental health symptoms and disorders, including but not limited to anxiety, depression, and psychosis” is built into every PEI program operated by Mono County Behavioral Health.

- (1) Childhood trauma prevention and early intervention to deal with the early origins of mental health needs.
- (2) Early psychosis and mood disorder detection and intervention, and mood disorder and suicide prevention programming that occurs across the lifespan.
- (3) Youth outreach and engagement strategies that target secondary school and transition age youth, with a priority on partnership with college mental health programs and transition age youth not in college.
- (4) Culturally competent and linguistically appropriate prevention and intervention, including community defined evidence practices (CDEPs).
- (5) Strategies targeting the mental health needs of older adults.

PREVENTION & EARLY INTERVENTION EVALUATION REPORT (FY 2022-2023): AGGREGATED DATA

Background & Purpose

This Prevention and Early Intervention (PEI) report contains aggregated data from all Mono County Behavioral Health's (MCBH) PEI programs. A separate supplementary confidential report, which contains protected health information, will be submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) through its secure file transfer system in the near future. The California Code of Regulations (CCR), Title 9, Sections 3560.010, requires specific data to be collected by counties and reported annually. Examples of demographic information that must be collected and reported by the county annually includes: race, ethnicity, age, sexual orientation, and gender. These data allow the MHSOAC to ensure that all counties are meeting PEI requirements within their programs.

MCBH funds a variety of programs with its PEI funds, including the Peapod Playgroup Program, North Star School-Based Services, community trainings, outreach in outlying communities, and a Facebook page. MCBH has collected demographic and outcome data for some, but not all of these programs. In some cases, it is not possible to collect these data due to the nature of the program and in some cases the data collection was not completed due to lack of capacity or a lack of clarity. MCBH has improved some elements of its data collection since FY 21-22, including its measurement of access and linkage to treatment. Additionally, MCBH launched a new EHR on July 1, 2024, which will allow for modern data and reporting capacity.

Program Descriptions

Peapod Playgroup Program

The Peapod Program is a partnership program between MCBH and Mono County First 5, which targets children from birth to five years old and their parents in various communities throughout Mono County. Every year, MCBH and First 5 strive to offer three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which parents and children gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals.

[North Star School-Based Services: Individual Services & School Wellness Activities](#)

This school-based program targets K-12 youth and includes individual services and school wellness activities, along with group services as needed. North Star focuses on prevention and early intervention strategies and treatments with a goal of providing quality, culturally relevant, free/low-cost counseling services and programming in both individual and group settings to Mono County students and their families.

Thanks for a Mental Health School Services Act grant, that began in FY 22-23, MCBH was able the following year to bolster the North Star program with additional staff. All Mono County schools are versed on how to perform a North Star referral for services to MCBH in FY 22-23.

The School Wellness component of the North Star program began in FY 21-22 and focuses on introducing wellness activities into school curricula. Programs offered include Kids Yoga, Mindfulness and Meditation, and other in-class activities. Demographics for the school wellness component of the North Star program are based upon overall school demographic information.

[Outreach in Outlying Communities](#)

MCBH works diligently to recruit and retain staff in as many outlying communities as possible in order to maximize its access and linkage to treatment. In small communities, residents can be wary of government services and frequently experience stigma around seeking mental health services. To help with MCBH's "no wrong door" approach to services, this PEI program hosts community yoga and other wellness-focused programming to help people begin to access MCBH's services in a less intimidating format.

[Walker Senior Center](#)

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is the fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

[MCBH Facebook Page](#)

The MCBH Facebook page features a variety of content, including original posts on mindfulness, meditation, general thoughts and considerations of Mental Health, promotion of MCBH events, and shared posts of mental-health related content.

[Community Trainings](#)

In FY 22-23, MCBH hosted several Mental Health First Aid courses, including one as part of Mental Health Awareness month. The course was open to the community and local professionals. The course covered emergency response to mental health emergencies and

thoroughly covered suicide as a mental health emergency. This program also covers less formal community outreach and trainings that help community members identify the signs of mental illness and what resources exist in our small communities. MCBH's Director frequently does this informal work in our communities.

Aggregated Demographic Information

FY 22-23	
Total served	
Age Group	
	FY 22-23
Children/Youth (0-15)	122
Transition Age Youth (16-25)	91
Adult (26-40)	682
Adult (41-59)	338
Older Adult (60+)	325
Prefer not to answer	0
Primary Language	
	FY 22-23
English	218
Spanish	24
Other	2
Prefer not to answer	0
Race / Ethnicity	
	FY 22-23
American Indian or Alaskan Native	1
Asian	6
Black or African American	1
Native Hawaiian or other Pacific Islander	0
White	60
Hispanic/Latino	62
Caribbean	0
Central American	0
Mexican/ Mexican-American/Chicano	0
Puerto Rican	0
South American	0
African	0
Asian Indian / South Asian	4
Cambodian	0
Chinese	0
Eastern European	0
European	0
Filipino	0
Japanese	0
Korean	0
Middle Eastern	0
Vietnamese	0
Other	0

More than one race/ethnicity	1
Prefer not to answer	4

Sex Assigned at Birth	FY 22-23
Male	392
Female	1148
Other	0
Prefer not to answer	0

Sexual Orientation	FY 22-23
Heterosexual or Straight	94
Bisexual	4
Gay or Lesbian	2
Queer	0
Another sexual orientation	0
Questioning or unsure of sexual orientation	0
Prefer not to answer	65

Gender Identity	FY 22-23
Male	388
Female	1147
Transgender Male	1
Transgender Female	0
Genderqueer/gender non-conforming	0
Questioning/ unsure of gender identity	0
Another gender identity	4
Prefer not to answer	

Disability	FY 22-23
No	122
Learning disability	2
Difficulty seeing	8
Difficulty hearing, or having speech understood	16
Other communication disability	0
Developmental disability	0
Dementia	0
Other mental disability not related to mental health	12
Physical / mobility disability	20
Chronic health condition / chronic pain	24
Other	0
Prefer not to answer	2

Veteran Status	FY 22-23
Never served in the military	222
Currently active duty	0

Currently reserve duty or National Guard	18
Previously served in the US Military and received an honorable or general discharge	0
Previously served in the US Military and received entry-level separation or other than honorable discharge	0
Served in another country's military	0
Other	2
Prefer not to answer	0

Program Outcomes

Peapod Playgroup Program

The commentary style feedback provided from participating adults of the Peapod program for FY 22-23 proved very positive and useful. The consensus of the served population was that they really enjoyed the sessions and spoke highly of the instructors; below are some key take-aways from the satisfaction surveys.

	STRONGLY AGREE 5	MODERATELY AGREE 4	NEITHER AGREE NOR DISAGREE 3	DISAGREE 2	STRONGLY DISAGREE 1	TOTAL
Met my expectations for a play group	100.00% 31	0.00% 0	0.00% 0	0.00% 0	0.00% 0	31
Was a helpful forum for talking about parenting	96.77% 30	0.00% 0	3.23% 1	0.00% 0	0.00% 0	31
Addressed my family's needs and interests	90.32% 28	6.45% 2	3.23% 1	0.00% 0	0.00% 0	31
Introduced helpful resources	87.10% 27	3.23% 1	9.68% 3	0.00% 0	0.00% 0	31

	STRONGLY AGREE 5	MODERATELY AGREE 4	NEITHER AGREE NOR DISAGREE 3	DISAGREE 2	STRONGLY DISAGREE 1	TOTAL
Was knowledgeable and well prepared	100.00% 31	0.00% 0	0.00% 0	0.00% 0	0.00% 0	31
Answered questions and suggested resources	96.77% 30	0.00% 0	3.23% 1	0.00% 0	0.00% 0	31
Facilitated children's play	100.00% 31	0.00% 0	0.00% 0	0.00% 0	0.00% 0	31
Facilitated parent interaction	100.00% 31	0.00% 0	0.00% 0	0.00% 0	0.00% 0	31

	STRONGLY AGREE5	MODERATELY AGREE4	NEITHER AGREE NOR DISAGREE3	DISAGREE2	STRONGLY DISAGREE1	TOTAL
I would feel comfortable with seeking mental health care if I felt like I needed some help.	90.32% 28	6.45% 2	3.23% 1	0.00% 0	0.00% 0	31
I know where to get mental health care in my community.	83.87% 26	16.13% 5	0.00% 0	0.00% 0	0.00% 0	31
I know how to go about getting mental health care in my community.	80.65% 25	19.35% 6	0.00% 0	0.00% 0	0.00% 0	31
I know about some of the mental health issues common to families with young kids.	80.65% 25	16.13% 5	0.00% 0	3.23% 1	0.00% 0	31

What were the strong points of the playgroups?

- a place to play indoor!
- welcoming environment, consistent experience
- fun environment
- Amazing leader Lara Walker she has best support for moms and kids
- fun activities
- welcoming environment, loved the crafts
- Enjoy the addition of crafts
- Mrs. Walker is awesome
- fun crafts!
- Amazing team, great programs for kids, arts
- we love the options for playing, singing or creating! Thank you Laura
- Leader's creativity and knowledge of early childhood development
- open-ness of free play & songs
- group play & great activities yo keep children engaged
- lots of activities for the kids
- sense of community
- fostered group & independent play
- Very family oriented
- Laura is great at making a welcoming environment

FY 2022-23

Quarter 1

Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance
Mammoth Lakes	27	32	63	12	5
Bridgeport	3	3	11	7	2
Benton	2	2	12	7	2
Total	32	37	86	26	3

Quarter 2

Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance
Mammoth Lakes	29	35	109	17	6
Bridgeport	3	3	12	9	1
Benton	2	2	2	1	2
Chalfant	5	6	12	4	3
Total	39	46	135	31	3

Quarter 3

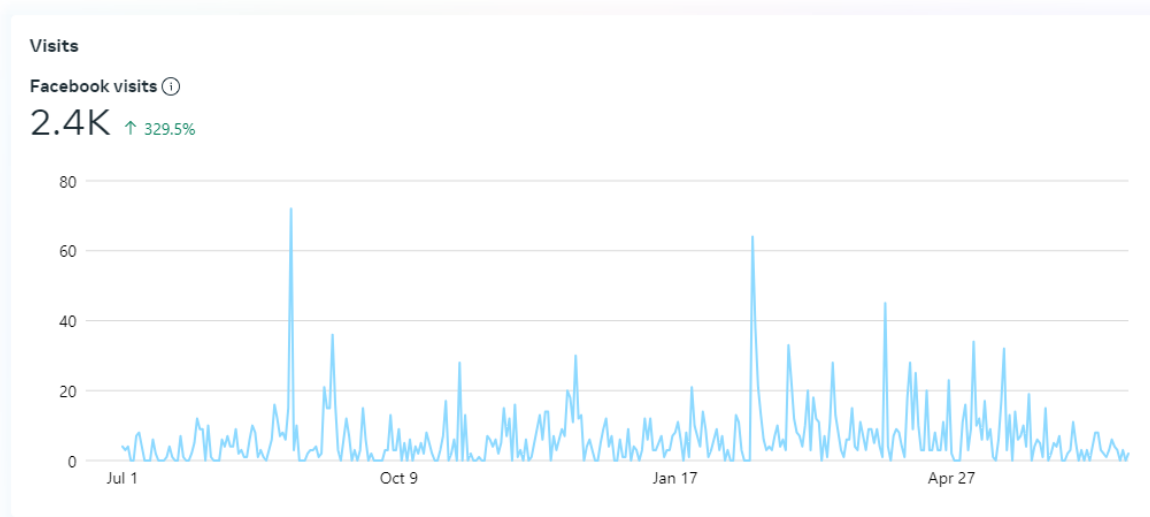
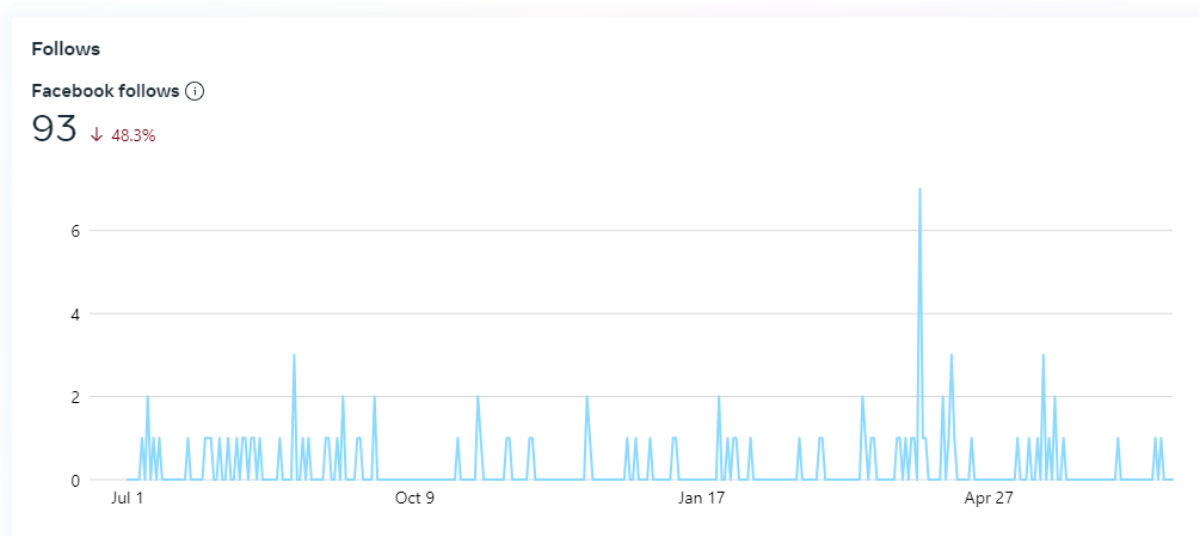
Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance
Mammoth Lakes	19	23	57	11	5
Chalfant	6	3	17	7	2
Total	25	26	74	18	4

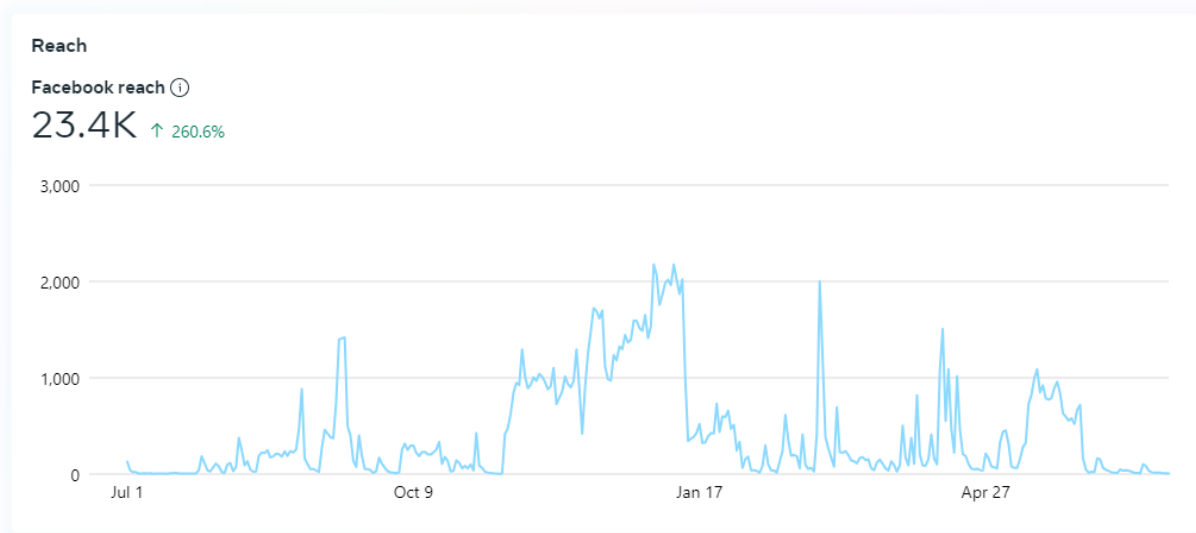
Quarter 4

Location	Families Served	Kids Served	Kids' total Attendance	# Groups offered	Avg # of Kids in Attendance
Mammoth Lakes	32	44	114	17	7
Total	32	44	114	17	7

MCBH Facebook Page

Program outcomes for the MCBH page are determined by social media engagement. Below are three graphs demonstrating the follows, visits, and reach for FY 22-23.





Every year, MCBH distributes a survey to gather program outcomes that resulted from the MCBH Facebook Page content. The questions in the survey aim to identify the direct results of viewing our content, in terms of stigma reduction of mental health conditions and getting help for mental health issues. The survey also asked participants to identify feedback and improvement ideas for content and reachability through our page. The results were as follows:

100% of participants strongly agreed or agreed that they were:

- More likely to believe anyone can have a mental health condition, or more likely to believe that people with mental health conditions can contribute to society.
- More willing to talk to a friend or family member if they thought they were experiencing mental distress.
- More willing to actively and compassionately listen to someone in distress.

INNOVATION

MCBH currently has one on-going Innovation project, the Semi-Statewide EHR Project, that began in FY 22-23. This Annual Update includes the Final Innovation Project Report for Help@Hand, which concluded in February 2023 and the FY 22-23 Annual Innovation Report for the Semi-Statewide EHR Project. Below is also a brief summary of the EHR project and a brief status update. For full Innovation plans, please visit monocounty.ca.gov/MHSA.

Please note that MCBH discovered an error in its FY 23-26 Three Year Plan, in which the budget sheets at the end of the plan stated that the name of the Semi-Statewide Enterprise Health Record Project was simply “CalMHSA EHR Project.” This was incorrect and was corrected on the FY 22-23 Annual Revenue and Expenditure Report and in the budget sheets posted at the end of this Annual Update in FY 24-25.

Multi-County Innovation Project: Semi-Statewide Enterprise Health Record

Mono County is partnering with the Joint Powers Authority CalMHSA along with more than 20 other California Counties to enter into a Semi-Statewide Electronic Health Record (EHR) project. This project is unique in that it engages counties to collaboratively design a lean and modern EHR to meet the needs of counties and the communities they serve both now and into the intermediate future. This project was approved by the Mono County Board of Supervisors on 10/18/22 as an Annual Update Mid-Year Revision and the Mental Health Services Oversight and Accountability Commission on 1/25/23. The project start date was February 1, 2023. After more than six months of work on implementation, Mono County successfully went live with the selected EHR, Smartcare, in July 2023. Anecdotally, MCBH clinicians and administrative staff are very happy with the new EHR and the Staff Services Analyst assigned to the task worked with staff to create more efficient workflows and to thoroughly train all staff. She continues to participate in regular meetings with other counties to improve the use of SmartCare and to make sure that it allows MCBH to meet all state requirements.

The key principles of the EHR project include:

- **Enterprise Solution:** Acquisition of an EHR that supports the entirety of the complex business needs (the entire “enterprise”) of County Behavioral Health Plans.
- **Collective Activism:** Moving from solutions developed within individual counties to a semi-statewide scale allows counties to achieve alignment, pool resources, and bring forward scaled solutions to current problems, thus reducing waste, mitigating risk, and improving quality.

- **Leveraging CalAIM:** CalAIM implementation represents a transformative moment when primary components within an EHR are being re-designed (clinical documentation and Medi-Cal claiming) while data exchange and interoperability with physical health care towards improving care coordination and client outcomes are being both required and supported by the State.

Estimate the number of individuals expected to be served annually and cost per person:

This semi-statewide project focuses on transforming current EHR systems and processes counties utilize for the provision of behavioral health services. Accordingly, we have not estimated the number of individuals expected to be served annually or the cost associated. As noted previously, the participating counties in the Semi-Statewide Enterprise Health Record project are collectively responsible to serve more than 27% California’s Medi-Cal beneficiaries, or approximately 4,000,000 people. Optimizing EHR platforms used by providers to meet their daily workflow needs can enhance their working conditions, increase efficiencies, and reduce burnout. This increased efficiency translates into more time to meet the needs of Californians with serious behavioral health challenges, while improving overall client care and increasing provider retention.

CalMHSA will partner with RAND to achieve the following preliminary objectives:

- **Objective I:** *Shared decision making and collective impact.* Over the course of the EHR project, RAND will evaluate stakeholder perceptions of and satisfaction with the decision-making process as well as suggestions for improvement.
- **Objective II:** *Formative assessment.* RAND will conduct formative assessments to iteratively improve the new EHR’s user experience and usability during design, development, and pilot implementation phases. This will include:
 - A discovery process identifying key challenges that the new EHR is aiming to improve and establish strategic areas for testing (e.g., efficiency, cognitive load, effectiveness, naturalness, satisfaction).
 - Testing EHR usage with core workflows (e.g., writing progress notes; creating a new client records) as well as common case scenarios (e.g., potential client calls an “Access Center” for services, before or after hours; sending referrals to other agencies or teams) in order to identify opportunities for increased efficiencies / standardization.
 - Iterative testing and feedback of new EHR vendor’s design (wireframes and prototypes) using agreed-upon scenarios, including interviews and heuristic evaluation workshops as appropriate.
 - Identifying performance indicators to gauge success, such as measures of efficiency (e.g., amount of time spent completing a task; number of clicks to access a needed form or pertinent client information), provider effectiveness, naturalness of a task, and provider cognitive load / burden and satisfaction.
- **Objective III:** *Summative assessment.* Conduct a summative evaluation of user experience and satisfaction with the new EHR compared to legacy EHRs, as well as a post-implementation assessment of key indicators.

Project Learning Goals

1. Using a Human Centered Design approach, identify the design elements of a new Enterprise Health Record to improve California's public mental health workforce's job effectiveness, satisfaction, and retention.
2. Implement a new EHR that is more efficient to use, resulting in a projected 30% reduction in time spent documenting services, thereby increasing the time spent providing direct client care.
3. Implement a new EHR that facilitates a client-centered approach to service delivery, founded upon creating and supporting a positive therapeutic alliance between the service provider and the client.

INNOVATION PROJECT REPORTS

Help@Hand (a.k.a. Technology Suite) Final Project Report:

Below are links to the full Quarter 1-2 Year 5 Evaluation Report, which serves as the Final Innovation Project Report for Help@Hand. Below are excerpts from the plan that pertain to Mono County Behavioral Health.

https://helpathandca.org/wp-content/uploads/2023/11/Help@Hand-Evaluation_Y5.Q1-2-Report-2.pdf

https://www.monocounty.ca.gov/sites/default/files/filefield_paths/helphand-evaluation_y5.q1-2-report-2.pdf

As a brief overview, this Innovation project was completed February 8, 2023, and was not sustained in FY 23-24. The summary below includes some initial usage and evaluation data; evaluation reports for this project are completed by UC Irvine and the links to all available reports are included in the Innovation Annual Project Report section.

This project, implemented in multiple counties across California, brought interactive technology tools into the public mental health system through a highly innovative set or “suite” of applications designed to educate users on the signs and symptoms of mental illness, improve early identification of emotional/behavioral destabilization, connect individuals seeking help in real time, and increase user access to mental health services when needed. Counties pooled their resources through the Joint Powers Authority, CalMHSA, to jointly manage and direct the use of selected technology products. The first formal name of this project was “Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions” and was called the “Technology Suite” for short. Farther along in the project, after working with a marketing firm, stakeholders, and peers, the project was rebranded as Help@Hand.

The date that this plan was approved by the MHSOAC was February 22, 2018 and the date that Mono County incurred its first expenses under the project was October 18, 2019 (the official project start date). Mono County Behavioral Health previously requested an extension of time until October 18, 2021, but due to COVID-19 was unable to take critical steps forward in implementation. After submitting a second requested extension of time, the new end date of this Innovation Plan was February 8, 2023, which is in line with other Help@Hand Cohort One counties. The initial time period approved by the MHSOAC was 17 months. This final extension request increased the project time to three years and four months, which allowed Mono County time to locally implement its chosen web and mobile applications.

City of Berkeley, Mono County, and Tri-City



myStrength Evaluation

INTRODUCTION

The City of Berkeley, Mono County, and Tri-City offered free myStrength subscriptions for residents in their county/city as described in **Table 3.1**.

Table 3.1. Implementation of myStrength in Help@Hand Counties/Cities.

County/City	Time Period of myStrength Implementation	Core Audiences	Number of Consumers who Enrolled in myStrength ⁵
City of Berkeley	October 2021 – October 2022	All city residents	1,729
Mono County	May 2022 - February 2023 ⁶	All county residents, with a focus on: <ul style="list-style-type: none">• College students• Monolingual Spanish speakers• Isolated populations	104
Tri-City	June 2022 - Ongoing	Selected populations within the county: <ul style="list-style-type: none">• Transition Aged Youth (TAY)• Monolingual Spanish speakers• Older adults	22

This section includes preliminary findings on consumer engagement and the staff experience. Evaluation of consumer engagement with myStrength in the City of Berkeley, Mono County, and Tri-City included analysis of app data and a consumer survey. Evaluation of the staff experience included surveys with staff in Mono County and interviews with staff in Tri-City.

CONSUMER ENGAGEMENT EVALUATION

This section reports app data of 1,855 consumers (93% of consumers were City of Berkeley residents) between October 2021 and June 2023.⁷ Key findings from app data are largely similar to the Help@Hand Statewide Evaluation: Year 4 Annual Report. It is important to note that results and trends are preliminary since enrollments are still ongoing.

In addition to the app data, the Help@Hand evaluation team emailed surveys to consumers enrolled in myStrength. This section does not include data from the consumer surveys since there were small increases in survey responses since the Help@Hand Statewide Evaluation: Year 4 Annual Report. The next Help@Hand Statewide Evaluation Report will include updates on the survey data.

Key Findings

User Engagement



The majority of consumers stopped using myStrength after a day, but a small percentage continued to use myStrength beyond 4 weeks to a year.

User Interests



Lifestyle (33%) and Spirituality (32%) were the most popular user interests.

Mental Health



Over a third of consumers scored high on depression (40%) and anxiety (35%).

Recommended Programs



Post-Traumatic Stress Disorder (PTSD) (25%), Insomnia (15%), and Anxiety (13%) related programs were recommended to consumers by myStrength.

Mood



32% of consumers reported an improvement in mood.

User Activities

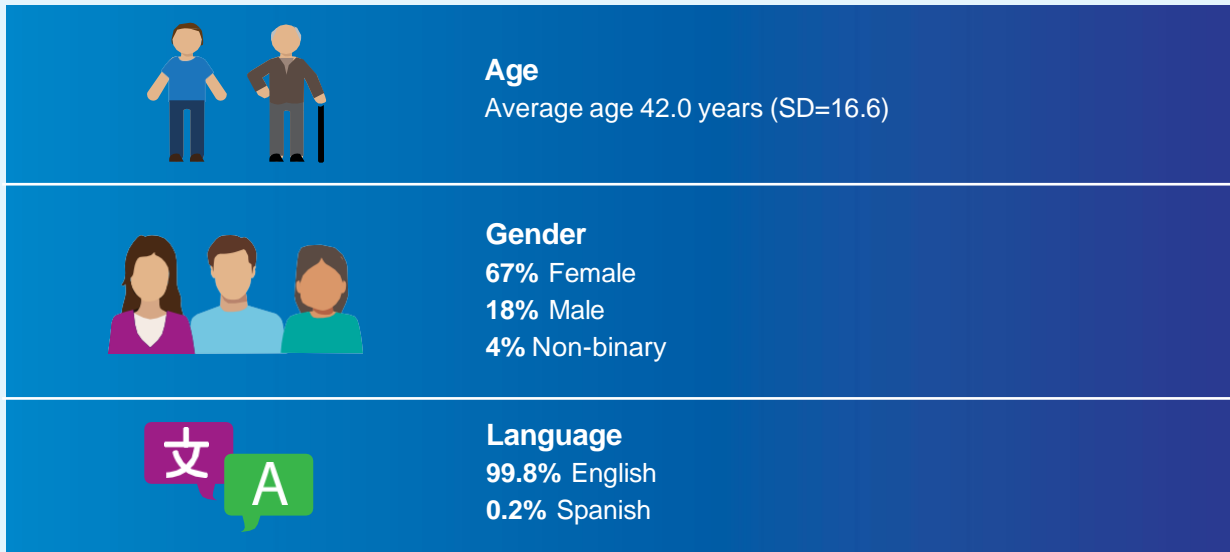


PTSD and sleep were the most popular activities.

⁷ App data was collected until June 2023, but the last app activity of consumers on myStrength was January 29, 2023.

Consumer Demographics

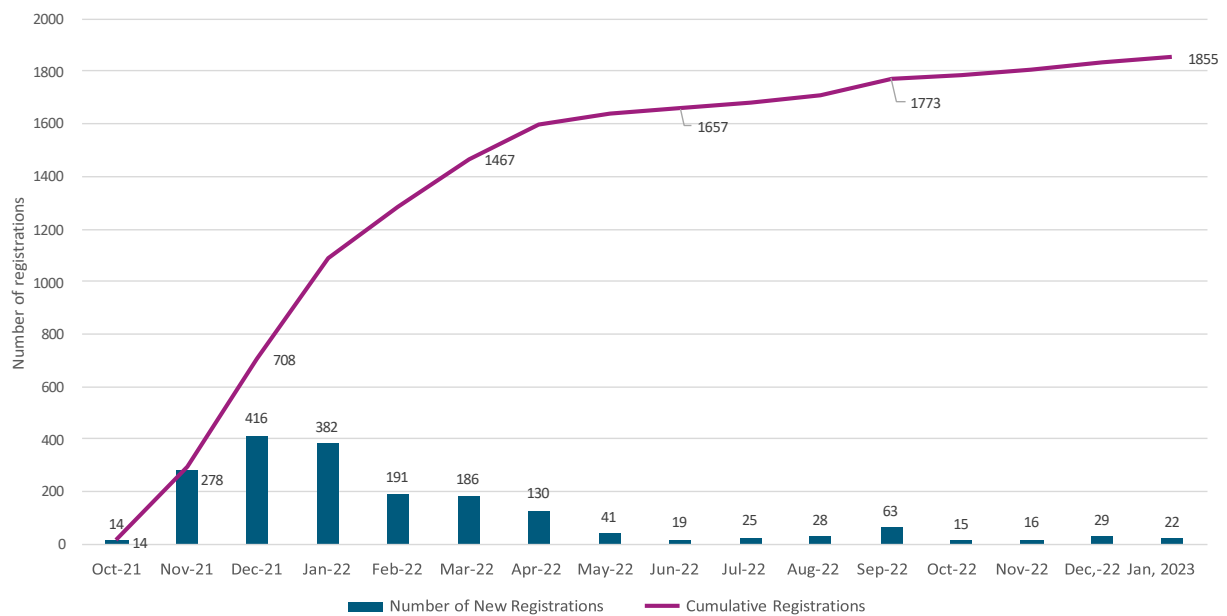
Consumers were on average 42 years old, and the majority of consumers were female and selected to use myStrength in English (N = 1,855).



Consumer Use of myStrength

Consumer Enrollments

The majority of consumers enrolled between November 2021 and April 2022. There were no new enrollments between February-June 2023.



Consumer Logins and Engagement

Consumers on average logged into myStrength 3 times and used it for 20 days (N = 1,855).



Average number of logins for all consumers who registered for myStrength



Average number of logins for consumers who used the app more than a day



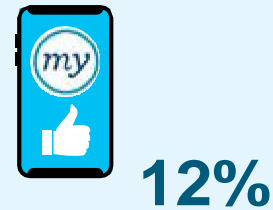
Average number of logins for consumers still using myStrength after 4 weeks



Days on average from a consumer's registration to their last login onto myStrength (SD=63.7)



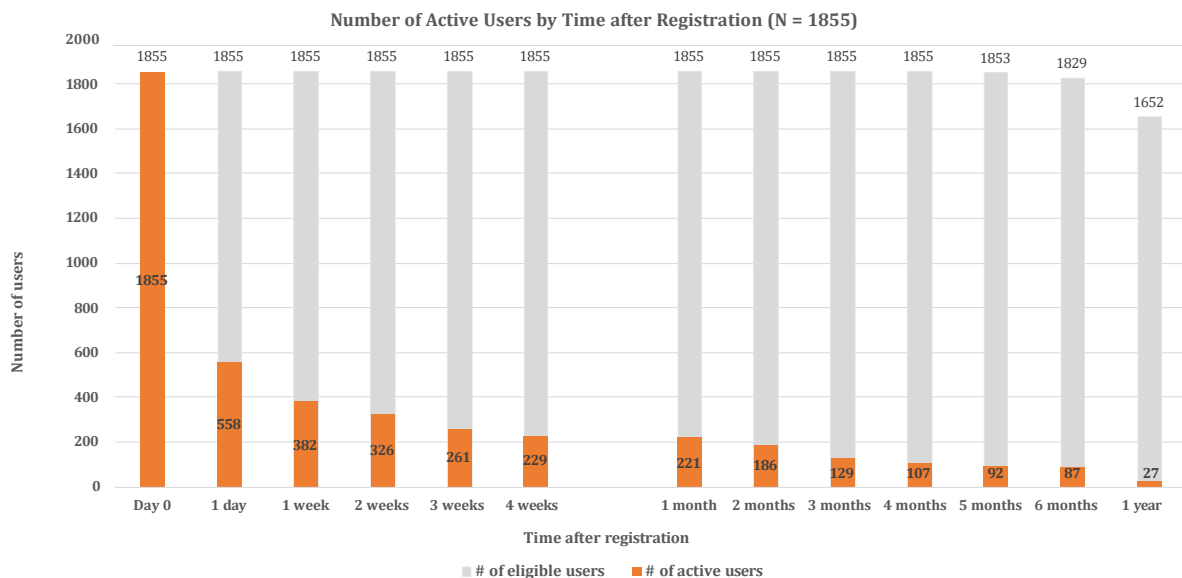
Used the app for more than a day



Still used myStrength after 4 weeks

Active Users

The figure below shows the number of active and eligible users over time. A consumer is considered an **active user** if they logged into myStrength. **Eligible users** are all consumers who were enrolled into the implementation and had access to myStrength. Almost a third (30%, 558/1855) of consumers used the app for more than a day, and 12% (229/1,855) of consumers still used myStrength after 4 weeks.



Mental Health Symptoms

Well-Being, Depression, and Anxiety

Overall respondents⁸ scored somewhat low on well-being at registration (N = 1,683). Over a third of consumers scored high on depression (40%) and anxiety (35%).

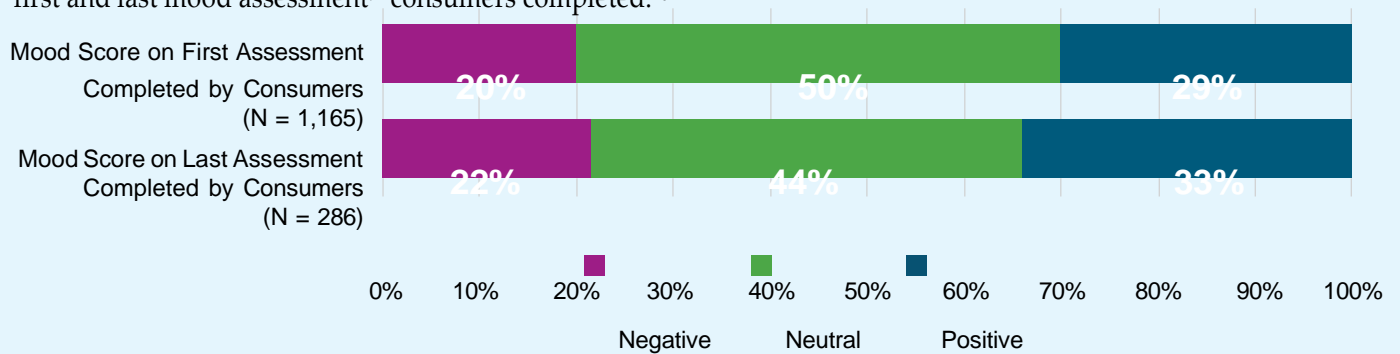
40.3 Average **Well-being** score
(SD = 21; range 0-100)

40% Scored high on **Depression**

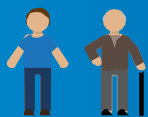



35% Scored high on **Anxiety**

Mood

Half of consumers had a neutral score on their first **mood assessment**. Twenty percent (20%) of consumers self-reported a negative mood and 29% self-reported a positive mood. There was a slight increase in mood between the first and last mood assessment⁹ consumers completed.¹⁰



Of the 286 respondents who completed at least two mood tracking records, 90 (32%) reported an improved mood score, 111 (39%) reported the same mood, and 85 (30%) reported a decreased mood score. Respondents who reported an improvement in mood were younger on average and had logged into myStrength more frequently than those who reported a decrease in mood.

	Mood decrease (N = 85)	No change in mood (N = 111)	Mood improvement (N = 90)
 Age Average age 41.2 years (SD = 15.4)	Age Average age 45.2 years (SD = 16.7)	Age Average age 38.3 years (SD = 15.0)	
 Gender 74% Female 12% Male 4% Non-binary	Gender 66% Female 23% Male 3% Non-binary	Gender 71% Female 9% Male 9% Non-binary	
 Language 100% English	Language 98.2% English 1.8% Spanish	Language 100% English	
 Number of Logins Average 6.5 (SD = 5.2)	Number of Logins Average 10.1 (SD = 27.6)	Number of Logins Average 9.9 (SD = 22.4)	

⁸ Respondents refer to consumers who completed a survey assessing their depression, anxiety, and overall well-being upon registration and first log-in to myStrength. Depression and anxiety were measured using the PHQ-9 and GAD-7 scales, respectively. A PHQ-9 score of 15 or higher indicated moderate to severe levels of depression. A GAD-7 score of 10 or higher indicated moderate to severe levels of anxiety. Well-being was measured using the WHO-5 Wellbeing Index. A score of 50 or lower indicated poor well-being.

⁹ Consumers had the option to rate their mood on a 5-point scale ranging from -1 (Negative) to 1 (Positive). Consumers could rate their mood more than once.

¹⁰ The average number of days between the first and last assessment was 72.6 days. There was no difference in mood score between individuals who completed a second survey or not.

User Interests, Wellness Programs, and Activities

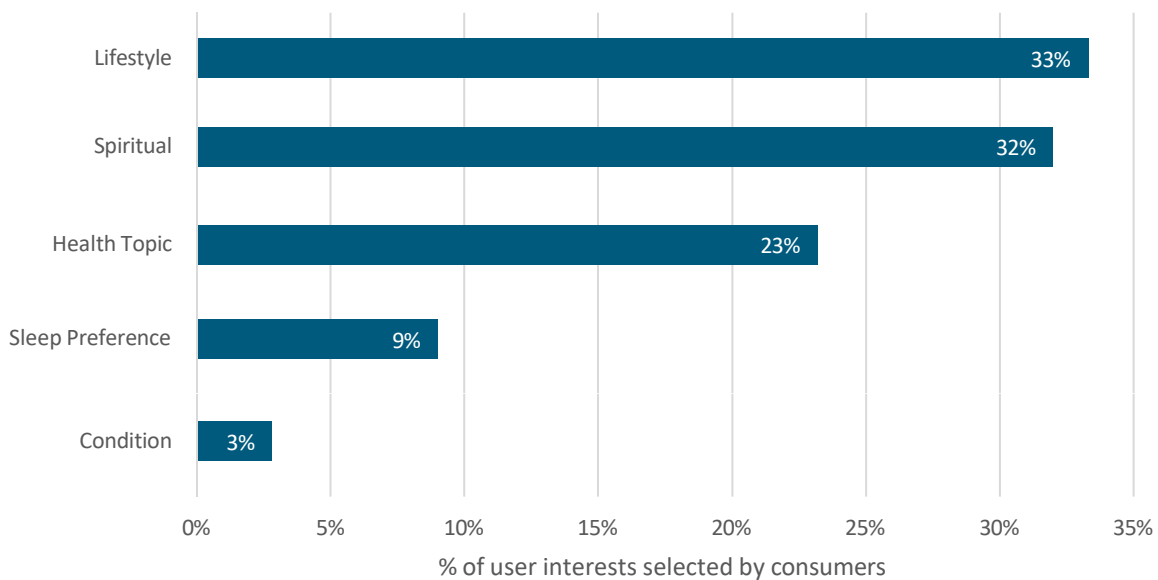
User Interests

The most popular interests were the same as that of the Help@Hand Statewide Evaluation: Year 4 Annual Report. A total of 1,491 consumers added one or more **user interests** to their profile, which entailed selecting topics from a predefined list that were of interest to them; myStrength used this selection to customize the resources shown to them. Consumers on average added 2 interests (range 0-11 interests) and most of them added 1-3 interests.

myStrength organizes user interests into five categories: Lifestyle, Spiritual, Health Topic, Sleep Preference, and Condition.

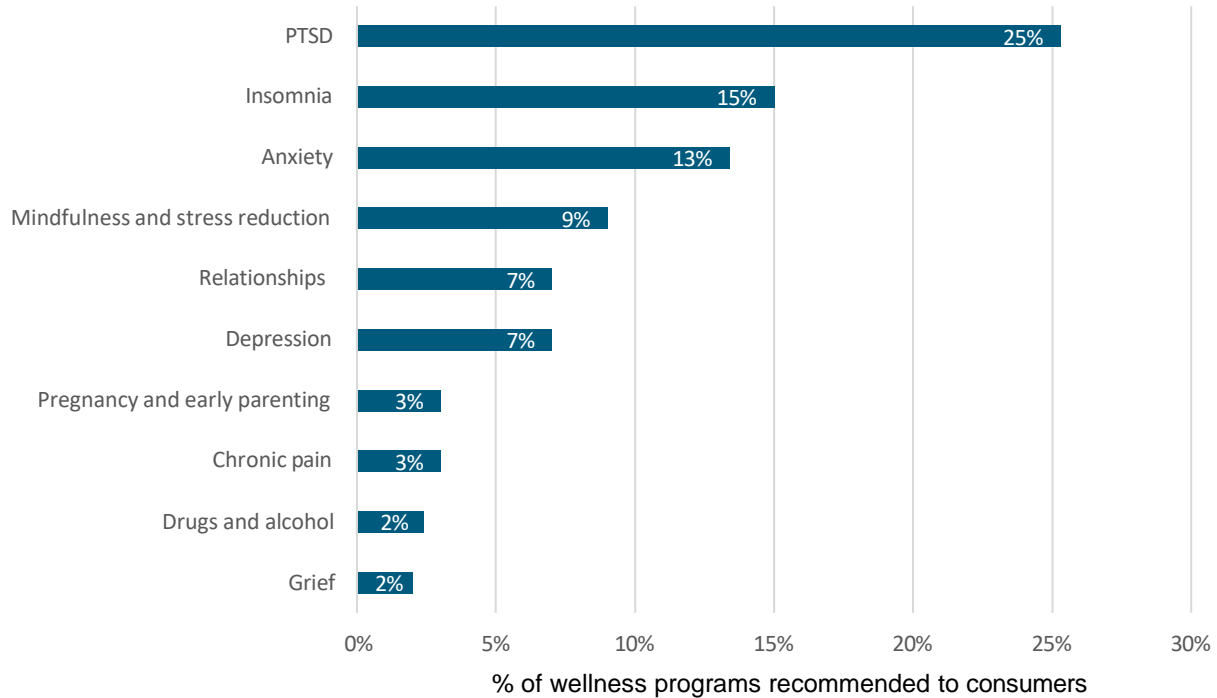
- **Lifestyle** includes interests around topics such as workplace relations, marriage, and friendships.
- **Spiritual** covers both spiritual and religious (e.g. Christian, Buddhist) interests.
- **Health Topic** includes interests related to weight management, physical fitness and eating well.
- **Sleep Preference** includes options to track sleep through a sleep diary.
- **Condition** includes interests around smoking, mindfulness and meditation, and sleep disorders.

Similar to the Help@Hand Statewide Evaluation: Year 4 Annual Report, the most popular user interests related to lifestyle (33%) and spirituality (32%).



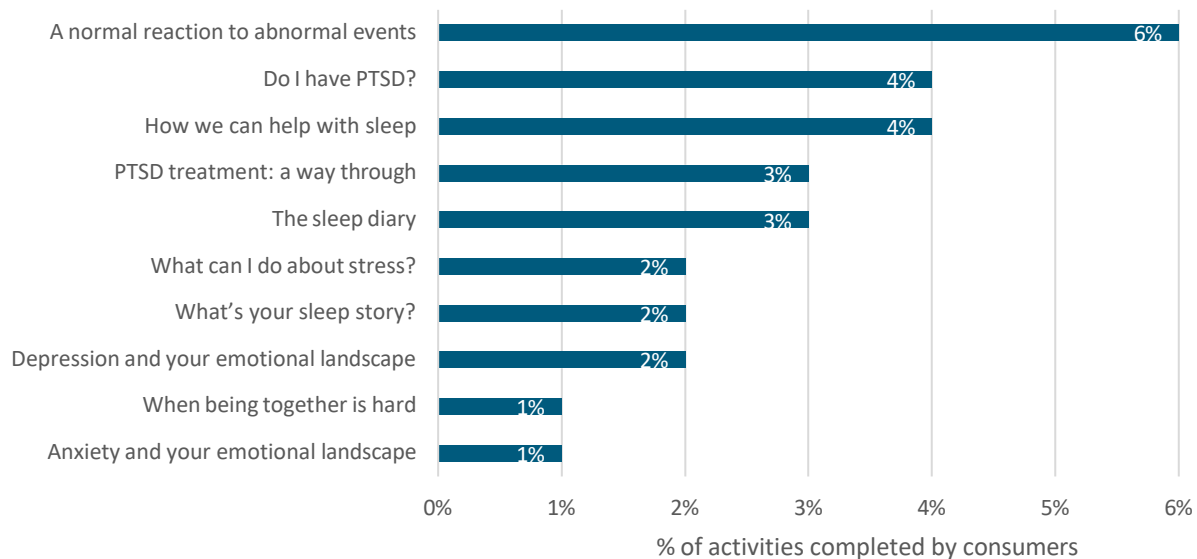
User Wellness Programs

myStrength recommended **wellness programs** to all consumers based on their answers to health questions during registration. Wellness programs are sequential learning-based programs on myStrength covering topics, such as depression, anxiety, and stress management. The wellness programs recommended to consumers the most were related to post-traumatic stress disorder (PTSD), insomnia/sleep, and anxiety (N = 1,855).



User Activities

A total of 552 consumers completed 1 or more **activities** in myStrength. Activities are stand-alone resources other than wellness programs, such as videos and quick tips. The top 10 most popular activities were the same as the Help@Hand Statewide Evaluation: Year 4 Annual Report, and popular activities related to PTSD and sleep. In total, consumers engaged in 335 different types of activities, which explains the relatively low percentage per activity below.



LEARNINGS

Learnings from the myStrength app data include:

- **Variety of Use.** Consumers completed a variety of activities on myStrength. The most popular activities related to PTSD and sleep.
- **Continued Engagement among Subset of Consumers.** The majority of consumers stopped using myStrength after a day, but a small percentage continued to use myStrength beyond 4 weeks to a year.
- **Mood Improvement.** A third of consumers who tracked their mood over time reported an improvement in mood using myStrength. Consumers with an improved mood were on average younger and used myStrength more often than those who reported a decrease in mood.

MONO COUNTY

Mono County's myStrength implementation launched in April 2022 and ended in February 2023 with the conclusion of their involvement with Help@Hand. The county offered myStrength to the general population with a focus on college students, isolated populations, and monolingual Spanish speakers.



myStrength Implementation




Implementation Underway and Completed

Mono County continued to promote myStrength through marketing and community outreach this year. While Mono County's participation in Help@Hand ended in February 2023, their myStrength licenses expired in March 2023. The county continued to enroll consumers in myStrength through February 2023.



Marketing

Mono County contracted with Mammoth Lakes Creative (MLC) to develop marketing materials and advertisements (e.g., social media, bus, radio, and newspaper ads). A second mailer was distributed to all Mono County residents in January 2023. The county also used Facebook ads. All advertising ended in February 2023 since the myStrength licenses expired in March 2023.



Life can be challenging. Get **FREE tools and support with **myStrength**.**

La vida puede ser un desafío. Obtenga recursos y apoyos **GRATUITOS con **myStrength**.**

MyStrength is a flexible and comprehensive digital program with proven tools and dedicated support for stress, depression, sleep, and more.

Mono County Behavioral Health is offering a **free subscription** to this safe, secure, and personalized service to residents of Mono County until early 2023.*

MyStrength es un programa digital flexible y con recursos probadas y apoyo dedicado p el estrés, la depresión, el sueño y mucho más.

Mono County Behavioral Health está ofrecie una **suscripción gratuita** a este servicio se personalizado a residentes del condado de M disponible hasta principios del año 2023.*

To get started:

- 1 Visit mystrength.com and click on "Sign Up" or scan the QR code
- 2 Enter the access code: **MONO**
- 3 You'll be asked a few questions to help set up your profile
- 4 Continue from your browser, or download the myStrength app

Para comenzar:

- 1 Visite mystrength.com y seleccione "Sign Up" o escanee el código QR
- 2 Introduzca el código de acceso: **MONO**
- 3 Se le harán algunas preguntas para ayudarlo a configurar su perfil
- 4 Continúe desde su navegador, o descargue la aplicación myStrength**

Please contact us with any questions:
760-924-1740
mono.ca.gov/wellness

Receive a clear path to start getting support, customized to your preferences

Access proven tools for stress, depression, sleep and more

Learn from hundreds of activities, articles and videos

Practice techniques to help you calm down, get inspired and feel more hopeful

Obtenga un camino claro para empezar a recibir apoyo, personalizado según sus preferencias

Acceda a recursos de eficacia probada para el estrés, la depresión, el sueño y mucho más

Aprenda a través de cientos de actividades, artículos y videos

Practique técnicas que le ayuden a relajarse, inspirarse y sentirse lleno de esperanza

Above: Marketing materials for Mono County's myStrength implementation Source: Mono County (2023)



Community Outreach

In-person promotion of myStrength was significantly impacted. Severe winter storms in early 2023 resulted in low attendance of community members. Community outreach included:

- **County Wellness Centers:** Wellness Center staff and Peers offered myStrength as a resource to wellness center clients. They helped clients enroll and download the myStrength app as well as informed them about the evaluation. Staff and Peers received extensive training prior to their myStrength implementation and refresher trainings throughout their implementation to help promote myStrength.
- **Community Events:** Mono County attended community events such as January Socials to raise awareness among community members about their myStrength implementation.
- **Partnerships with Community Organizations:** The county partnered with senior centers, Cerro Cosco Community College, and Mammoth Hospital's Elevate Program to offer myStrength to the organizations' members.

Mono County began to prepare for the conclusion of their myStrength implementation near the end of 2022 by updating marketing materials to reflect the program's end date and informing wellness center visitors. Beginning in March 2023, the county sent weekly emails to consumers enrolled in myStrength to remind them that their program would expire at the end of the month.



Evaluation

Mono County worked with the Help@Hand evaluation team to assess the implementation of myStrength across Help@Hand counties/cities that implemented this technology. Preliminary data from the myStrength evaluation is on page 33.



Future Directions

Mono County's myStrength implementation was well received by their community. The county considered purchasing myStrength licenses for active users. However, this was not possible since myStrength required a minimum purchase of 3,500 licenses, which was far beyond the number of licenses that Mono County needed. Therefore, the county will explore other mental health apps that can support their community's needs.

The following section contains the Annual Innovation Project Report for the
Semi-Statewide EHR Project

Mono County

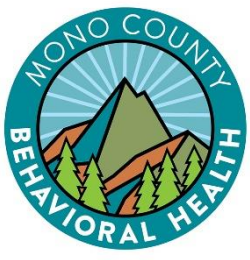
Semi-Statewide Enterprise Health Record

Multi-County Collaborative INN Project

Annual Innovative Project Report

Reporting Period: July 1, 2022 – June 30, 2023

Project Period: January 25, 2023 - January 25, 2028



Project Overview and Local Need

1. Please describe this Innovation project and its purpose.

This is a multi-county, scalable INN project that stems from a larger Semi-Statewide Enterprise Health Record (EHR) project CalMHSA is concurrently leading (the EHR Project). CalMHSA is partnering with 23 California counties – collectively responsible for 27% of the state’s Medi-Cal beneficiaries – on the Semi-Statewide Enterprise Health Record project.

This project is unique in that it engages counties to collaboratively design a lean and modern EHR to meet the needs of counties and the communities they serve both now and in the future.

The key principles of the EHR project include:

Enterprise Solution: Acquisition of an EHR that supports the entirety of the complex business needs (the entire “enterprise”) of county behavioral health plans. This approach also facilitates data sharing between counties for patient treatment and payment purposes as patients move from one county to another.

Collective Learning and Scalable Solutions: Moving from solutions developed within individual counties to a semi-statewide cohort allows counties to achieve alignment, pool resources and bring forward scaled solutions to current problems, thus reducing waste, mitigating risk and improving quality.

Leveraging CalAIM: CalAIM implementation represents a transformative moment when primary components within the EHR are being re-designed (e.g., clinical documentation and Medi-Cal claiming), while data exchange and interoperability with physical health care — toward improving care coordination and client outcomes — are being both required and supported by the State.

Lean and Human-Centered: Engaging with experts in human-centered design to reimagine the clinical workflow in a way that reduces “clicks” (the documentation burden), increases client safety and natively collects outcomes.

Interoperable: Typically, county behavioral health has, in response to state regulations, developed documentation that is out of alignment with data exchange standards. We are reimagining the clinical workflow so critical information about the people we serve is formatted in a way that will be interoperable (standardized and ready to participate in key initiatives like health information exchanges).

2. Please describe how this project makes a change to an existing practice in the field of mental health, including but not limited to application to a different population.

This project will meet the general requirements by making a change to an existing practice in the field of mental health, specifically, the practice of documentation of care provision in an EHR that meets the needs of the county’s workforce and the clients they serve.

3. Please describe how this project impacts your County’s local need(s):

Before the introduction of SmartCare, Mono County struggled with an outdated EHR system characterized by limited reporting capabilities and a problematic user interface. Since the implementation of SmartCare, Mono County Behavioral Health has experienced notable enhancements in various processes and workflows.

For instance, the previous EHR system necessitated manual counting for essential reporting, as it lacked the capability to separate out basic client demographic information. In contrast,

SmartCare offers several reports containing required information for audits, such as the Triennial and the EQRO.

There is considerable anticipation within Mono County Behavioral Health for the integration of Power BI into the EHR. This integration will give rise to a reporting dashboard showcasing not only Mono County's data but also that of other participating counties.

There is a keen interest in design improvements for the "Staff Calendar." Clinicians seek enhancements that would enable them to view the status of in-progress and completed notes directly from their calendar, eliminating the need to run a separate report to locate ongoing documentation. SmartCare has recognized these requests, and they are currently in the development queue.

Progress Update and Identified Changes

1. Please describe your project progress from the date of approval by the Mental Health Services Oversight and Accountability Commission (MHSOAC) through June 30, 2023.

County partners, in this section, consider addressing the following:

Mono County Behavioral Health has fully implemented the new EHR system and staff have been reassigned from other duties to support Implementation and ongoing management of the EHR. CalMHSA has played a crucial role throughout the project, proving to be an essential asset, particularly during the implementation phase. The CalMHSA staff have consistently demonstrated understanding, friendliness, and tireless dedication to ensuring that our county possesses all the necessary resources for success in the EHR system. Following implementation, collaborating counties have shown a willingness to join forces in generating ideas for EHR improvement and have been open to sharing valuable reports.

2. Has your county experienced any changes in project implementation and/or local need since the submission of your Appendix for MHSOAC approval? What is/are the reason(s) for this/these change(s)?

Mono County has not experienced any changes in project implementation or local need since the submission of the Appendix for MHSOAC approval.

3. How does this change/these changes noted in #2 above impact or modify your project plan and/or timeline?

Not Applicable, see above.

CalMHSA's Internal Evaluation and Qualitative Analysis of the State of Electronic Health Records Across California Counties

During this project period, CalMHSA partnered with IDEO, a global design and research company with over 40 years of consulting experience working in social and government sectors. IDEO was uniquely positioned to assist CalMHSA based on their strong focus on capacity building and creating new, strategized approaches to previously unsolved problems. CalMHSA, at the request of participating counties, sought to create a semi-statewide EHR system, built according to the needs of the user, that not only meets documentation and regulatory requirements, but also integrates provider needs for transparent communication, augments support for decision-making and best practices and, through increased efficiency, reduces staff burnout and improves workforce retention.

IDEO conducted interviews with over 50 county staff from participating county agencies, primarily focused on outpatient psychiatry services, to better understand different users'

interactions and needs within an EHR. The staff interviewed included doctors, nurses, social workers and peer counselors. Mono County Behavioral Health has 16 staff participate in these interviews. IDEO also met with EHR experts and analogous experts, such as digital storytellers, data visualization scientists, and behavioral scientists to draw inspiration for what was possible for this future EHR vision. They also conducted an in-depth analysis of the transitional EHR, SmartCare, to better understand what could be leveraged versus what would need to be customized to achieve the goals as stated above.

Some key needs identified from these interviews included:

An improved EHR design that allows for a holistic view of patient data rather than siloed across different areas of the software

Better facilitation of record keeping and sharing across the platform

Improved utilization of automaticity and intentional pauses as moments to accurately capture structured data to reduce redundancy, disseminate key information and promote best practices while maintaining flexibility and trust amongst users

Transparent dialogue and a disruption of bias patterns in the software so the data entered can promote equitable outcomes and care

Evaluation Data/Learning Goals/Project Aims

CalMHSA contracted with the RAND Corporation during this project period to conduct a comprehensive evaluation of the project. To ensure a systematic evaluation of the migration to the new EHR platform, RAND is employing two measurement approaches: 1) a pre-post user survey, 2) pre-post task-based usability testing. RAND selected evidence-based EHR metrics grounded in measurement science that are precise, reliable and valid.

The goal of the pre-post user survey is to measure user experience and satisfaction of existing EHRs and the new EHR across all participating counties. This pre-phase of the survey was administered during this project period and prior to the “go-live” implementation of the new EHR system. It was sent to all EHR users in participating counties (see Exhibit 1 for Pre-Survey User Data). The survey (see Exhibit 2) included outcome measures such as the Post-Study System Usability Questionnaire (PSSUQ), satisfaction with EHR attributes, satisfaction with specific tasks in the EHR, and likelihood of recommending the EHR. The PSSUQ is a 16-item standardized questionnaire that originated from the IBM project called System Usability Metrics in 1988. This standardized tool allows for a single metric to be calculated as an average of the 16 items, which provides a reliable measure that can be compared to other studies that have used the tool. The tasks included in the survey were also based on the most common use cases across different role types (e.g., prescribers, medical staff, licensed clinicians, non-licensed providers and administrators).

The goal of the pre-post task-based usability testing is to obtain objective measures of EHR usage and burden (as measured by the length of time required to complete specific, common tasks in the EHR) before and after the migration to the new EHR. The pre-phase of this usability testing was conducted from May 30, 2023, to June 30, 2023, and included 30 prescribers and licensed clinicians in the select counties who opted to participate. The usability tests asked each participant to complete three tasks in a simulated EHR environment with simulated client scenarios. Tasks included creating an assessment/evaluation and progress note for a new client visit, reviewing a chart for an existing client and creating a progress note for a return client visit. The outcome metrics included task completion rate, time on task, errors and post-task

satisfaction. These usability tests complement the user survey to provide objective measures of the EHRs in a controlled environment.

The post-phase of the survey and task-based usability testing will likely occur in approximately January/February 2024 to allow users to become accustomed to the new EHR platform. The optimal time to conduct a post-migration assessment is when users have established stable and sustainable behaviors, which has typically been three to six months after implementation. The post-survey will also address the original learning goals and project aims regarding quality, safety/privacy, satisfaction and outcomes.

Overall, the evaluation will eventually allow for an assessment of how the transition to the new EHR resulted in changes to usability and user satisfaction.

Learning Goals/Project Aims
<p>Quality</p> <ul style="list-style-type: none"> ▪ Comprehensiveness of client care ▪ Efficiency of clinical practice ▪ Interactions within the health care team ▪ Clinician access to up-to-date knowledge
<p>Safety/Privacy</p> <ul style="list-style-type: none"> ▪ Avoiding errors (i.e., drug interaction) ▪ Ability to use clinical data for safety ▪ Personal and professional privacy
<p>Satisfaction</p> <ul style="list-style-type: none"> ▪ Ease of use ▪ Clinician’s stress level ▪ Rapport between clinicians and clients ▪ Client’s satisfaction with the quality of care they receive ▪ Interface quality
<p>Outcomes</p> <ul style="list-style-type: none"> ▪ Communication between clinicians and staff ▪ Analyzing outcomes of care ▪ System usefulness ▪ Information quality

Future annual reports will include status updates on the above learning goals and project aims.

Program Information for Individuals Served

This project focuses on transforming current EHR systems and processes counties use for the provision of behavioral health services. Accordingly, we have not estimated the number of individuals expected to be served annually. As noted previously, the participating counties in the Semi-Statewide Enterprise Health Record project are collectively responsible for serving the

population of Medi-Cal beneficiaries who need specialty mental health and/or substance use disorder treatment services among approximately 27% California's Medi-Cal beneficiaries, or among approximately 4,000,000 people.

Regarding specific project information on individuals to served, this project focuses on transforming the current EHR system and the processes California counties use for the provision of behavioral health services rather than directly testing an innovative approach to service delivery.

Budget and Annual Expenditures

FY 22-23 ACTUAL PROJECT EXPENDITURES BY SPECIFIC BUDGET CATEGORY			
COUNTY: Mono			
EXPENDITURES			
		FY 22-23	TOTAL
	PERSONNEL COSTS (salaries, wages, benefits)		
1	Salaries	\$45,000.00	\$45,000.00
2	Direct Costs		
3	Indirect Costs	\$4,500.00	\$4,500.00
4	Total Personnel Costs	\$49,500.00	\$49,500.00
		FY 22-23	TOTAL
	OPERATING COSTS*		
5	Direct Costs		
6	Indirect Costs		
7	Total Operating Costs		\$
		FY 22-23	TOTAL
	NON-RECURRING COSTS (equipment, technology)		
8			
9			
10	Total non-recurring costs		\$

	CONSULTANT COSTS/CONTRACTS	FY 22-23	TOTAL
11a	Direct Costs: CalMHSA	\$334,592.53	\$334,592.53
11b	Direct Costs: RAND evaluation	\$150,000.00	\$150,000.00
12	Indirect Costs		
13	Total Consultant Costs	\$484,592.53	\$484,592.53
OTHER EXPENDITURES (explain in budget narrative)			
14			
15			
16	Total Other Expenditures		\$
EXPENDITURE TOTALS			
	Personnel (total of line 1)	\$45,000.00	\$45,000.00
	Direct Costs (add lines 2, 5, and 11 from above)	\$484,592.53	\$484,592.53
	Indirect Costs (add lines 3, 6, and 12 from above)	\$4,500.00	\$4,500.00
	Non-recurring costs (total of line 10)		
	Other Expenditures (total of line 16)		

TOTAL INDIVIDUAL COUNTY INNOVATION BUDGET		\$534,092.53	\$534,092.53
CONTRIBUTION TOTALS**			
	FY 22-23	TOTAL	
County Committed Funds	\$105,000.00	\$105,000.00	
Additional Contingency Funding for County-Specific Project Costs			
TOTAL COUNTY FUNDING CONTRIBUTION	\$639,092.53	\$639,092.53	

BUDGET CONTEXT - EXPENDITURES BY FUNDING SOURCE FOR FY 22-23

COUNTY: Mono

ADMINISTRATION:

A.	Estimated total mental health expenditures for administration for the entire duration of this INN Project by FY & the following funding sources:	FY 22-23
1	Innovation (INN) MHSA Funds	\$384,092.53
2	Federal Financial Participation	
3	1991 Realignment	
4	Behavioral Health Subaccount	
5	Other funding	\$105,000.00
6	Total Proposed Administration	\$489,092.53

EVALUATION:

B.	Estimated total mental health expenditures for EVALUATION for the entire duration of this INN Project by FY & the following funding sources:	FY 22-23
1	Innovation (INN) MHSAs Funds	\$150,000.00
2	Federal Financial Participation	
3	1991 Realignment	
4	Behavioral Health Subaccount	
5	Other funding	
6	Total Proposed Evaluation	\$150,000.00

TOTALS:

C.	Estimated TOTAL mental health expenditures (this sum to total funding requested) for the entire duration of this INN Project by FY & the following funding sources:	FY 22-23
1	Innovation(INN) MHSAs Funds*	\$534,092.53
2	Federal Financial Participation	
3	1991 Realignment	
4	Behavioral Health Subaccount	
5	Other funding**	\$105,000.00
6	Total Proposed Expenditures	\$639,092.53

Exhibit 1 – Pre-Survey User Data

1. **User Roles**

- a. 96 prescribers
- b. 121 prescriber med staff
- c. 730 clinician LPHA
- d. 723 non-LPHA
- e. 1081 admin
- f. 17 other
- g. 157 no response

2. **Users by County (Please note: Counties participating in the Multi-County INN project are noted with an "*" below)**

- a. Colusa - 5
- b. Contra Costa - 6
- c. Fresno - 290
- d. Glenn - 29
- e. Humboldt* - 67
- f. Imperial* - 189
- g. Kern - 585
- h. Kings* - 44
- i. Lake - 74
- j. Marin - 29
- k. Mono* - 16
- l. Placer* - 103
- m. Sacramento - 303
- n. San Benito* - 20
- o. San Joaquin* - 165
- p. San Luis Obispo - 119
- q. Siskiyou* - 27
- r. Sonoma* - 101
- s. Stanislaus - 104
- t. Tulare* - 232
- u. Ventura* - 299
- v. Other - 9
- w. Did not respond - 89

Exhibit 2 – Pre-Survey Questions

Usability and Satisfaction Metrics

A. PSSUQ: On a scale between "Strongly Disagree" and "Strongly Agree," please rate the following statements (1 - Strongly Disagree to 7 - Strongly Agree).

1. Overall, I am satisfied with how easy it is to use this system.
2. It was simple to use this system.
3. I was able to complete the tasks and scenarios quickly using this system.
4. I felt comfortable using this system.

5. It was easy to learn to use this system.
6. I believe I could become productive quickly using this system.
7. The system gave error messages that clearly told me how to fix the problems.
8. Whenever I made a mistake using the system, I could recover easily and quickly.
9. The information provided with this system was clear.
10. It was easy to find the information I needed.
11. The information was effective in helping me complete the tasks and scenarios.
12. The organization of information on the system screens was clear.
13. The interface of this system was pleasant.
14. I liked using the interface of this system.
15. The system has all the functions and capabilities I expect it to have.
16. Overall, I am satisfied with this system.

B. Based on your experience, please indicate how satisfied you are with the way your EHR performs on the following items (1 - Very Dissatisfied to 5 - Very Satisfied, NA).

1. Ability to use the EHR without needing IT or additional support
2. Supports delivery of quality healthcare
3. Interactions within the care team
4. Amount of time spent in the EHR
5. Your stress level
6. Rapport between providers and clients
7. Data privacy and security
8. Access to up-to-date information
9. Usefulness of alerts
10. Comprehensiveness of client care
11. Efficiency of clinical practice
12. Avoiding errors (such as overlooking a drug interaction, selecting the wrong intervention or scheduling the wrong service time)
13. Amount of information presented on each screen
14. Amount of data entry required
15. Response time (i.e., speed of system response or loading time)
16. Reliability (i.e., system performs correctly every time)
17. Costs of providing care
18. Inclusivity or adequacy of demographic data fields

C. Based on your experience, how satisfied are you with the way your EHR allows you to perform the following tasks? (1 - Very Dissatisfied to 5 - Very Satisfied, NA)

1. Review progress notes
2. Obtain and review lab results
3. Obtain and review imaging or test results
4. Review past and current medications or prescriptions
5. Identify allergies

6. Update medication lists
7. Enter a progress note with all relevant service indicators (e.g., person contacted, contact type, place of service, service intensity, etc.)
8. Create and maintain problem lists
9. Customize templates
10. Prevent providers from signing a document if required fields are not complete
11. Link a new episode or admission record to previous care coordination activities
12. Enable documentation of social determinants of health (SDOH) or Z-codes
13. Bill for services in a timely manner
14. Complete a psychosocial assessment or screening
15. Enter new outpatient lab orders
16. Enter orders for other tests
17. Add/renew/discontinue prescriptions
18. Receive drug interaction or dosage error alerts when writing prescriptions
19. Receive drug allergy alerts when writing prescriptions
20. Prevent other adverse events
21. Schedule appointments
22. Manage a closed-loop referral process (i.e., make a referral to an outside entity and track if the referral was completed)
23. Manage client caseload (e.g., identify people at risk or those who have not engaged in services in the last 60 days)
24. Run reports on metrics across your client network (e.g., number of clients dealing with homelessness, timeliness to treatment, number of referrals, etc.)
25. Analyze outcomes of care
26. Send quality measures to other entities (e.g., preventive screening rates)
27. Facilitate continuity of care and follow-up across organizations or providers
28. Communicate with clients electronically
29. Generate documents in my client's preferred language

D. How likely are you to recommend this EHR to a colleague? (0-to-10-point scale)

WORKFORCE EDUCATION AND TRAINING

The Workforce Education and Training (WET) program includes five different funding categories, including Training and Technical Assistance (TA), Mental Health Career Pathway Programs, Residency and Internship Programs, Financial Incentive Programs, Workforce Staffing Support. MCBH does not presently have a full time WET Coordinator. Instead this position is filled by the Program Manager, Amanda Greenberg, MPH. See WET Table 1 below for a summary of these programs, which promote community collaboration, cultural competence, and wellness and recovery.

WET Table 1. WET Service Categories & Programs/Services

Service Category	Training/Technical Assistance	Residency/Internship	Financial Incentive
Programs and Services	<ul style="list-style-type: none"> • Trainings & Conferences 	<ul style="list-style-type: none"> • Staff Supervision 	<ul style="list-style-type: none"> • Loan Assumption Program • Retention Program • Project Cultivate

Training/Technical Assistance (TA):

MCBH continues to coordinate and fund training, TA, and other related activities for staff members under its Trainings and Conferences Program within the Training/Technical Assistance funding category. Staff are encouraged to work with their supervisors to create training and professional development goals and seek out ongoing education both locally and regionally that aligns with those goals. Department leadership also identifies training needs and opportunities that align with MCBH’s vision, mission, and core values.

In FY 23-24, MCBH conducted the majority of its trainings and in-services using a hybrid work model with some staff in-person and some staff participating remotely; trainings ranged in topic from Holding HIPAA Boundaries in Small Town to De-escalating Difficult Clients to compliance-related topics. Additionally, thanks to the foundational work done by the MCBH Racial Equity Committee in FY 22-23, MCBH continued its ongoing implementation of its Racial Equity Work Plan, which includes trainings, activities, and goals designed to institutionalize anti-racism work within the Behavioral Health Department. MCBH has used funding from this category to cover the costs of several trainings related to this plan and Department staff have continued to offer to participate in the County-wide Justice, Equity, Diversity, and Inclusion (JEDI) Committee when it begins to meet regularly again.

In FY 23-24, one staff member completed his Peer Support Specialist Certification and another staff member enrolled and several staff took advantage of funding to pursue college classes outside of work hours.

Residency and Internship Programs:

MCBH frequently has intern staff. Funds from this category have been used in FY 23-24 to pay for the costs to supervise post-graduate interns or the contract for supervision of LCSW staff. Until current staff receive their licensure, MCBH will continue to utilize this funding for these purposes in FY 23-24 and beyond.

Financial Incentives Programs:

In this loan assumption program, MCBH pays back up to \$10,000 per year on the principle of student loans for individuals in “hard to recruit and retain” positions. MCBH believes that this program helps retain its staff, which is a significant concern in remote Mono County. The department will be continuing this program from 2023-2026 as funds allow. In FY 23-24, MCBH had three staff take advantage of this benefit, including one administrative staff and two clinical staff. As indicated in its Assessment of Current Capacity section above, MCBH classifies all its positions as difficult to recruit and retain and therefore eligible for its loan assumption program. All three staff accessed the loan repayment through the local process (not the loan repayment benefit through the WET Central Regional Partnership).

Thanks in part to a legislative action that provided a “match” for WET funds contributed to the regional partnership, MCBH is participating actively in the WET Central Regional Partnership for the first time in many years. In contributing \$12,598.59 in FY 21/22, MCBH will see the benefit of approximately \$44,000 in program funds (see screen shot below). In FY 23-24, MCBH contributed additional matching funds to the partnership, making the department’s total amount of eligible funds approximately \$47,000.

In FY 23-24, one MCBH staff will receive a \$10,000 payment as part of the retention program for licensed clinicians and another licensed clinicians began her one-year service obligation for the retention program. In FY 24-25, MCBH anticipates spending down the remaining funds with one \$10,000 retention program stipend and one loan repayment of approximately \$7,500. MCBH will pay the remaining \$2,500 toward the clinician’s loans using the local process.

MCBH also added a new retention program through the WET Central Regional Partnership in FY 22-23 designed specifically to recruit and retain licensed staff members. Under this program, licensed staff without student loans would receive a one-time \$10,000 retention stipend after one year of service. It is anticipated that at least one staff member will access this program in FY 23-24 and another may access this program in FY 24-25.

In FY 23-24, MCBH also began participating in CalMHSA’s Project Cultivate, which is a new collaborative program between County Behavioral Health Departments, the California Mental Health Services Authority (CalMHSA), and Palo Alto University to cultivate the next generation of

leaders in behavioral health. Project Cultivate targets existing staff interested in advancing their professional development through a paid graduate level training opportunity provided through Palo Alto University. Project Cultivate offers individuals an opportunity to participate in a two-year (9 quarter format) Master’s in Counseling program, preparing participants for working in public behavioral health settings. County behavioral health departments will pay the tuition cost of education for the program, which is approximately \$120,000 per student. In return, the individual agrees to remain employed in the county behavioral health program for a designated period of five years. Given the challenges that MCBH has faced in recruiting and retaining therapists in recent years, the Department secured spots for two staff members, who began school in fall 2023. The cost for these spots will be spread over two fiscal years. This is an exciting new opportunity for rural counties in particular who struggle to recruit and retain licensed clinical staff. Both staff members will complete their practicum with MCBH in FY 24-25.

WET Central Regional Partnership:

Modified Mono County Program Budget Allocation:

Initial Program Funds Allocation for County	\$44,153.16
Initial Administrative Fee	\$6,622.98
Additional Program Funds Allocation for County	\$3,061.62
Additional Administrative Fee	\$540.29
Total County Funding	\$54,378.05

Modified Central Region WET Regional Partnership Mono County Grant Match:

Initial County Share of OSPHD Regional Grant Award	\$38,177.55
Initial County Match Funds Collected under this Agreement	\$12,598.59
Additional County Share of OSPHD Regional Grant Award	\$2,599.44
Additional County Match Funds Collected under this Agreement	\$1,002.47
Total County Grant Funds	\$54,378.05

WET Achievements

As indicated in the Workforce Assessment, MCBH is almost fully staffed as of Spring 2024, which is remarkable given the current workforce shortages that behavioral health fields are facing across the state and the country. MCBH has also utilized hybrid in-person/remote or fully remote schedules to recruit and retain staff members, which is ranked by staff as the department’s top retention strategy. MCBH provided loan repayment or retention program incentives to four staff in FY 23-24 and implemented the activities outlined in the department’s Racial Equity Work Plan.

Challenges or barriers, and strategies to mitigate | Identify shortages in personnel

MCBH will be hiring for several new positions at the end of FY 23-24 and early FY 24-25 to meet both administrative and clinical needs. In the wake of the pandemic while many trainings and conferences still have online options, MCBH staff have retained access to high-quality

development opportunities despite its rural and remote location. Despite shortages in therapists, the rise of online schooling for therapy degrees is allowing more staff members and community members in general to pursue degrees while remaining in the community, thus greatly increasing access.

List any significant changes in Annual Update, if applicable

No significant changes from the Three-Year Plan.

CAPITAL FACILITIES/TECHNOLOGICAL NEEDS

Originally in the Three-Year Plan, MCBH was not planning on doing any work that would fall within this component. However, through its Community Program Planning Process and in surveying local need, MCBH has since identified the need for a satellite office in Bridgeport, one of Mono County's outlying communities. Staff are now seeking a space that could be purchased and renovated if necessary to meet this need. The FSP North County Property Acquisition in Bridgeport will increase clients' access to providers, create a consistent space for programming, and provide office space for administrative personnel. To fund this project, MCBH will be transferring funding from CSS to CF/TN in FY 23-24 and FY 24-25. For more information, please see the next section, which is specifically about transfers.

Challenges or barriers, and strategies to mitigate

N/A

List any significant changes in Annual Update, if applicable

Decision to purchase a satellite office in Bridgeport, one of Mono County's outlying communities.

MCBH will also be transferring CSS funding to CF/TN in FY 23-24.

TRANSFERS & PRUDENT RESERVE

In FY 23-24, MCBH transferred 20% of its funds to the WET and CF/TN components. In FY 24-25, MCBH plans to again transfer 20% of its funds to the WET and CF/TN components to cover programming costs and costs related to the purchase of a new office in Bridgeport for FSP programming and other services. The maximum transfer amount is determined based upon the following regulations: 9 CCR § 3420.10 Community Services and Supports (CSS) Account Transfers to Prudent Reserve, CFTN Account and WET Account.

Additionally, during the FY 24-25 planning process, MCBH discovered that it mistakenly did not make transfers to WET on the MHSA Annual Revenue and Expenditure Report (ARER) in FY 21-22 or FY 22-23. These transfers were written into those plans at the time. MCBH is planning to make retroactive adjustments to those ARERs using the process outlined by the Department of Health Care Services (DHCS).

Below is MCBH’s MHSA Prudent Reserve Assessment. The Department last assessed its Prudent Reserve in 2019 and will re-assess and re-certify the Prudent Reserve again in the future as required by DHCS.

State of California
Health and Human Services Agency

Department of Health Care Services

MENTAL HEALTH SERVICES ACT PRUDENT RESERVE ASSESSMENT/REASSESSMENT

County/City: Mono

Fiscal Year: FY 2024-25

Local Behavioral Health Director


Name: Robin K. Roberts, LMFT

Telephone: 760-924-1740

Email: rroberts@mono.ca.gov

I hereby certify¹ under penalty of perjury, under the laws of the State of California, that the Prudent Reserve assessment/reassessment is accurate to the best of my knowledge and was completed in accordance with California Code of Regulations, Title 9, section 3420.20 (b).

Robin K. Roberts


Robin Roberts (May 10, 2024 10:53 PDT)

May 10, 2024

Local Behavioral Health Director
(PRINT NAME)

Signature

Date

Department of Health Care Services
 Mental Health Services Act
 Prudent Reserve Funding Levels
 Fiscal Year: 2023-24
 Reference: 9 CCR § 3420.30
 For assistance, please contact MHSA@dhs.ca.gov

Current Mono County Prudent Reserve
 \$404,926
 Max Prudent Reserve Level
 \$465,368
 Minimum Prudent Reserve Level
 \$70,510

A	B	C	D	E	F	G = B+C+D+E+F	H = G x 76%	I	J	K	L	M = (H+I+J+K+L) / 5	N = M x 33%
County	FY 2018-19 Funds Distributed by SCO	FY 2019-20 Funds Distributed by SCO	FY 2020-21 Funds Distributed	FY 2021-22 Funds Distributed	FY 2022-23 Funds Distributed	Total ¹	CSS Funds	FY 2019-20 Reallocated CSS ²	FY 2020-21 Reallocated CSS ²	FY 2021-22 Reallocated CSS ²	FY 2022-23 Reallocated CSS ²	CSS Average	Maximum Prudent Reserve Level
Mono	1,798,245.53	1,538,713.39	2,323,675.37	2,193,794.46	1,418,441.88	9,272,870.63	7,047,381.68	163.49	-	-	3,490.37	1,410,207.11	465,368.35

Fiscal Year	Total MHSA
2018-19	\$ 1,798,245.53
2019-20	\$ 1,538,713.39
2020-21	\$ 2,323,675.37
2021-22	\$ 2,193,794.46
2022-23	\$ 1,418,441.88
Total	\$ 9,272,870.63
76%	\$ 7,047,381.68
Reallocated 2019-20	\$ 163.49
Reallocated CSS 2022-23	\$ 3,490.37
5 yr Avg	\$ 1,410,207.11
	\$ 465,368.35 Max Prudent Reserve Level
	\$ 70,510.36 Minimum Prudent Reserve Level

Department of Health Care Services
Mental Health Services Act
Prudent Reserve Funding Levels
Fiscal Year: 2023-24
Reference: 9 CCR § 3420.30

Current Mono County Prudent Reserve Amount \$404,926

County	FY 2018-19 Funds Distributed by SCO	FY 2019-20 Funds Distributed by SCO	FY 2020-21 Funds Distributed	FY 2021-22 Funds Distributed	FY 2022-23 Funds Distributed	Total
Mono	\$ 1,798,245.53	\$ 1,538,713.39	\$ 2,323,675.37	\$ 2,193,794.46	\$ 1,418,441.88	\$ 9,272,870.63

Total CSS Funds	FY 2019-20 Reallocated CSS	FY 2020-21 Reallocated CSS	FY 2021-22 Reallocated CSS	FY 2022-23 Reallocated CSS	CSS Average	Maximum Prudent Reserve Level
\$ 7,047,381.68	\$ 163.49	\$ -	\$ -	\$ 3,490.37	\$ 1,410,207.11	\$ 465,368.35

Minimum Prudent Reserve Level
\$ 70,510.36

MHSA EXPENDITURE PLAN BY COMPONENT FY 2024-2025

Mono County MHSA Component Expenditure Worksheet 2024-25

	Component						Totals
	CSS	PEI	INN	WET	CF/TN	PR	
FY24/25 Estimated MHSA Revenue	\$1,228,649	\$307,162	\$80,832				\$1,616,644
FY24/25 Est. Estimated Other Revenue							
FY24/25 Est. MHSA Interest Revenue	\$76,000	\$19,000	\$5,000				\$100,000
FY24/25 Estimated Expenses	\$2,589,112	\$474,955	\$119,802	\$231,774	\$689,891		\$4,105,534
One Time MHSA Housing Project	\$1,577,124						\$1,577,124
FY24/25 PR Transfer							
FY24/25 CFTN and WET Transfers	\$(379,542)			\$120,000	\$259,542		

Community Services and Supports (CSS) Component Worksheet 2024-25

County: Mono

	FSP	GSD	O&E	Total CSS
CSS Programs				
1 FSP South County	\$664,445			\$664,445
2 FSP North County	\$221,482			\$221,482
3 Expansion of case management/supportive services		\$45,866		\$45,866
4 Wellness Centers		\$168,199		\$168,199
5 Crisis intervention/stabilization	\$33,902	\$33,902		\$67,803
6 Supportive Housing Services	\$35,000			\$35,000
7 Community Outreach & Engagement			\$74,700	\$74,700
8 Wrap Program	\$230,744	\$25,638		\$256,382
9 Telehealth Services	\$169,741	\$169,741		\$339,481
CSS Administration / Indirect Costs				\$711,469
CSS Community Program Planning				\$4,286
CSS MHA Housing Program	\$946,274	\$630,850		\$1,577,124
Total CSS Expenditures	\$2,301,586	\$1,074,195	\$74,700	\$2,589,112

Prevention and Early Intervention (PEI) Component Worksheet 2024-25

County: Mono

	PEI	OIR	ALT	SDR	Total PEI
PEI Programs					
1 Peapod Playgroup Program	\$40,000				\$40,000
2 Walker Senior Center	\$50,000				\$50,000
3 North Star School-Based Services	\$111,631				\$111,631
4 Community Trainings		\$34,625			\$34,625
5 Outreach in Outlying Communities			\$56,599		\$56,599
6 Community Engagement				\$50,800	\$50,800
PEI Administration / Indirect Costs					\$130,514
PEI Community Program Planning					\$786
Total PEI Expenditures	\$201,631	\$34,625	\$56,599	\$50,800	\$474,955

Innovation (INN) Component Worksheet 2024-25

County: Mono

	Total INN
INN Programs	
1 Semi-Statewide Enterprise Health Record	\$119,802
INN Administration	
INN Community Program Planning	
Total INN Expenditures	\$119,802

Workforce, Education and Training (WET) Component Worksheet 2024-25

County: Mono

	Total WET
WET Funding Category	
Workforce Staffing	\$120,000
Training/Technical Assistance	\$16,000
Mental Health Career Pathways Programs	\$0
Residency/Internship	\$11,700
Financial Incentive	\$20,000
WET Administration	\$63,690
WET Community Program Planning	\$384
Total WET Expenditures	\$231,774

Capital Facilities/Technological Needs (CF/TN) Component Worksheet 2024-25

County: Mono

	Total CF/TN
Capital Facility Projects	
1 FSP North County Property Acquisition	\$500,000
Capital Facility Administration	\$189,891
Total Capital Facility Expenditures	\$689,891
Technological Needs Projects	\$0
Technological Needs Administration	\$0
Total Technological Needs Expenditures	\$0
Total CF/TN Expenditures	\$689,891

COST PER PERSON ESTIMATES

CSS Program Cost Per Person Estimates for FY 24-25

	FSP South County	FSP North County	Crisis Int/Stab	Supportive Housing
Total Cost of Program	\$ 664,445.00	\$ 221,482.00	\$ 67,803.00	\$ 35,000.00
Total Estimate of Participants	22	7	54	18
Total Estimated Cost per Person	\$ 30,202.05	\$ 31,640.29	\$ 1,255.61	\$ 1,944.44
Estimated Cost of Children (0-15)	\$ 90,606.14	\$ 31,640.29	\$ 8,789.28	\$ 5,833.33
Estimated Cost for TAY (16-25)	\$ 30,202.05	\$ 31,640.29	\$ 21,345.39	\$ 5,833.33
Estimated Cost for Adult (26-59)	\$ 392,626.59	\$ 94,920.86	\$ 31,390.28	\$ 15,555.56
Estimated Cost for Older Adult (60+)	\$ 151,010.23	\$ 63,280.57	\$ 6,278.06	\$ 7,777.78

	Telehealth Services	Wrap	Expanded CM/ Supportive Services	Wellness Centers	Community O & E
Total Cost of Program	\$ 339,481.00	\$ 256,382.00	\$ 45,866.00	\$ 168,199.00	\$ 74,700.00
Total Estimate of Participants	\$ 145.00	8	149	342	200
Total Estimated Cost per Person	\$ 2,341.25	\$ 32,047.75	\$ 307.83	\$ 491.81	\$ 373.50
Estimated Cost of Children (0-15)	\$ 35,118.72	\$ 96,143.25	\$ 12,005.19	\$ 35,902.13	\$ 14,940.00
Estimated Cost for TAY (16-25)	\$ 77,261.19	\$ 32,047.75	\$ 10,773.89	\$ 16,229.73	\$ 11,205.00
Estimated Cost for Adult (26-59)	\$ 206,029.85	\$ 96,143.25	\$ 21,547.79	\$ 105,739.14	\$ 37,350.00
Estimated Cost for Older Adult (60+)	\$ 21,071.23	\$ 32,047.75	\$ 1,539.13	\$ 10,328.01	\$ 11,205.00

PEI Program Cost Per Person Annual Estimates for FY 24-25

	North Star	Trainings	Peapod
Total Cost of Program	\$ 111,631.00	\$ 34,625.00	\$ 40,000.00
Total Estimate of Participants	350	160	116
Total Estimated Cost per Person	\$ 318.95	\$ 216.41	\$ 344.83
Estimated Cost of Children (0-15)	\$ 95,683.71	\$ -	\$ 26,206.90
Estimated Cost for TAY (16-25)	\$ 15,947.29	\$ 8,656.25	\$ 1,724.14
Estimated Cost for Adult (26-59)	\$ -	\$ 21,640.63	\$ 10,689.66
Estimated Cost for Older Adult (60+)	\$ -	\$ 4,328.13	\$ 1,379.31

	Walker Senior Center	Outreach in Outlying Communities	Community Engagement
Total Cost of Program	\$ 50,000.00	\$ 56,599.00	\$ 50,800.00
Total Estimate of Participants	85	100	1000
Total Estimated Cost per Person	\$ 588.24	\$ 565.99	\$ 50.80
Estimated Cost of Children (0-15)	\$ -	\$ 16,979.70	\$ 5,080.00
Estimated Cost for TAY (16-25)	\$ -	\$ 11,319.80	\$ 5,080.00
Estimated Cost for Adult (26-59)	\$ -	\$ 22,639.60	\$ 25,400.00
Estimated Cost for Older Adult (60+)	\$ 50,000.00	\$ 5,659.90	\$ 15,240.00

**Please note that Cost Per Person Estimates for Innovation Project are included in the Innovation section.

APPENDIX A: PENETRATION RATE DATA

Table 1: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2021 by Race/Ethnicity, including Penetration Rates (PR)

Race/Ethnicity	Annual Eligibles	Beneficiaries Served	PR MHP	PR State
African-American	17	4	23.53%	7.08%
Asian/Pacific Islander	35	0	0.00%	1.91%
Hispanic/Latino	1,840	56	3.04%	3.51%
Native American	101	1	0.99%	5.94%
Other	497	31	6.24%	3.57%
White	1,409	114	8.09%	5.45%
Total	3899	206	6.98%	4.58%

Table 2: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2021 by Threshold Language

Threshold Language	Unduplicated Annual Count of Medi-Cal Beneficiaries Served by the MHP	Percentage of Medi-Cal Beneficiaries Served by the MHP
Spanish	34	18.68%
Threshold language source: Open Data per BHIN 20-070		

Penetration Rates and Annual Approved Claims per Beneficiary (AACB)

Figure 1: Overall Penetration Rates CY 2022

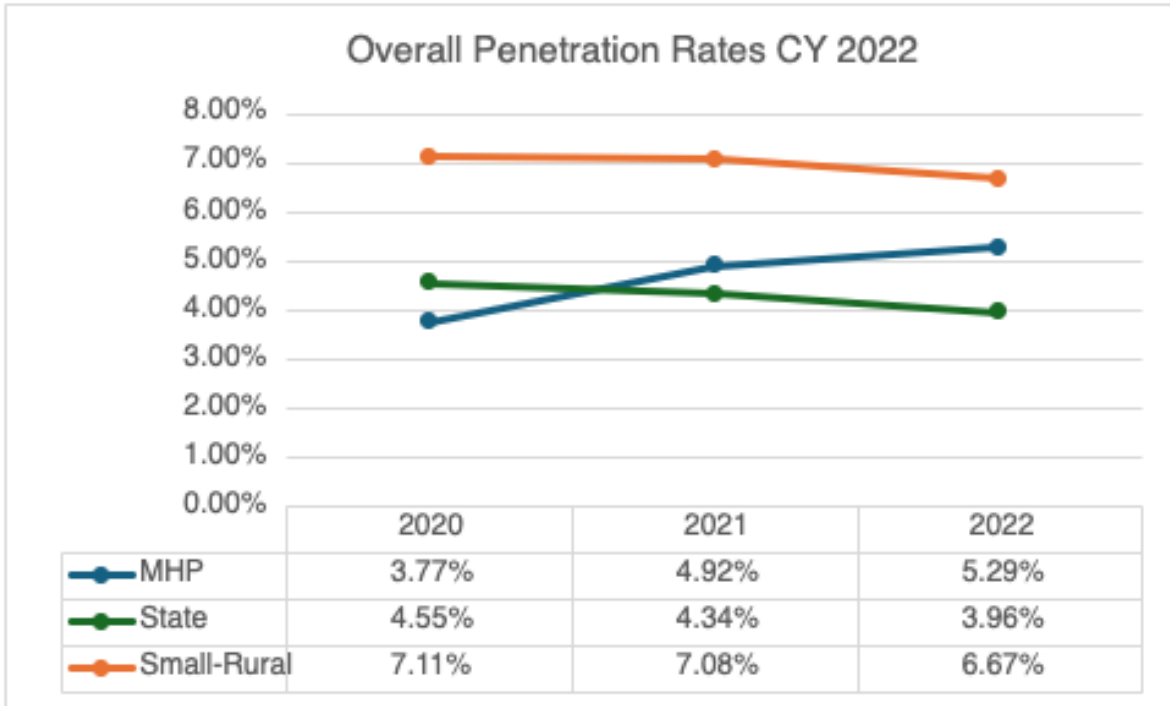


Figure 2: Overall AACB CY 2022

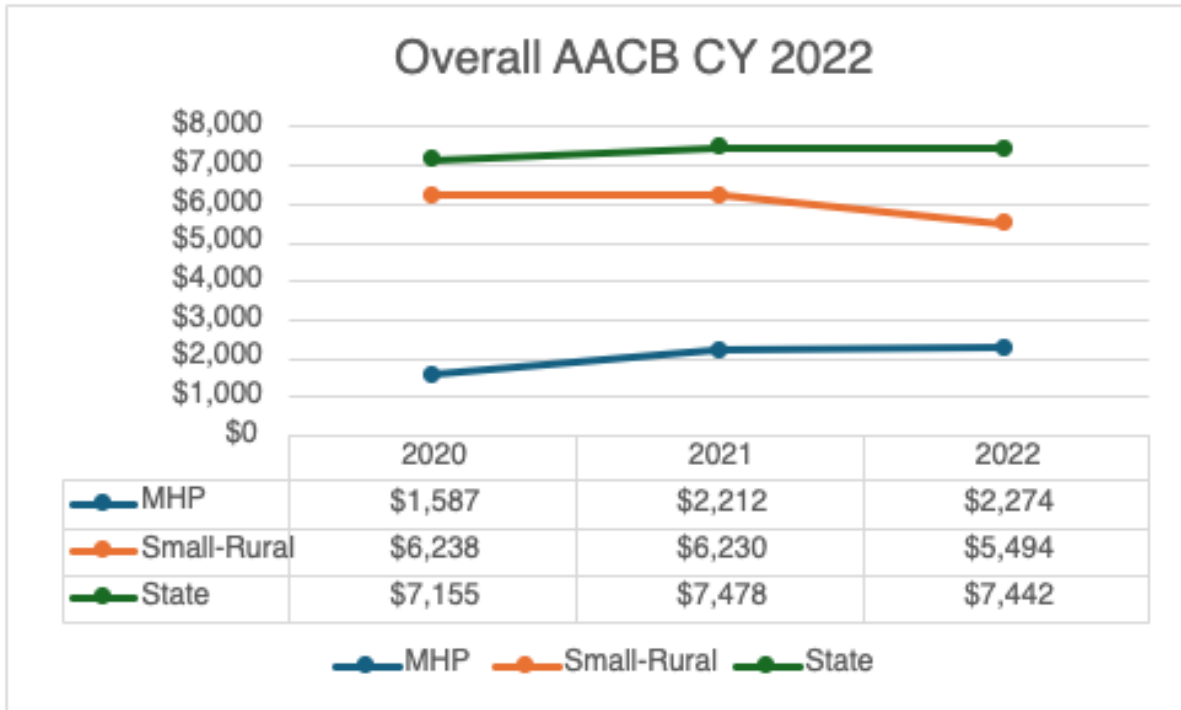


Figure 3: Latino/Hispanic Penetration Rates CY 2022

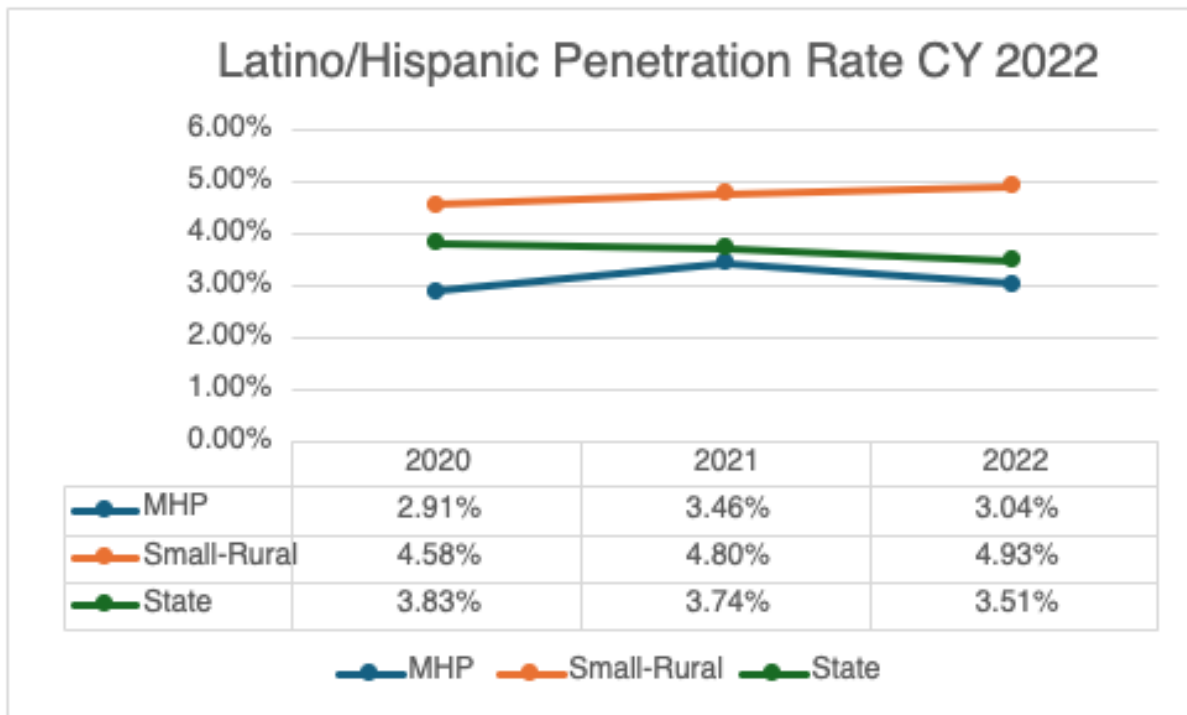


Figure 4: Latino/Hispanic AACB CY 2022

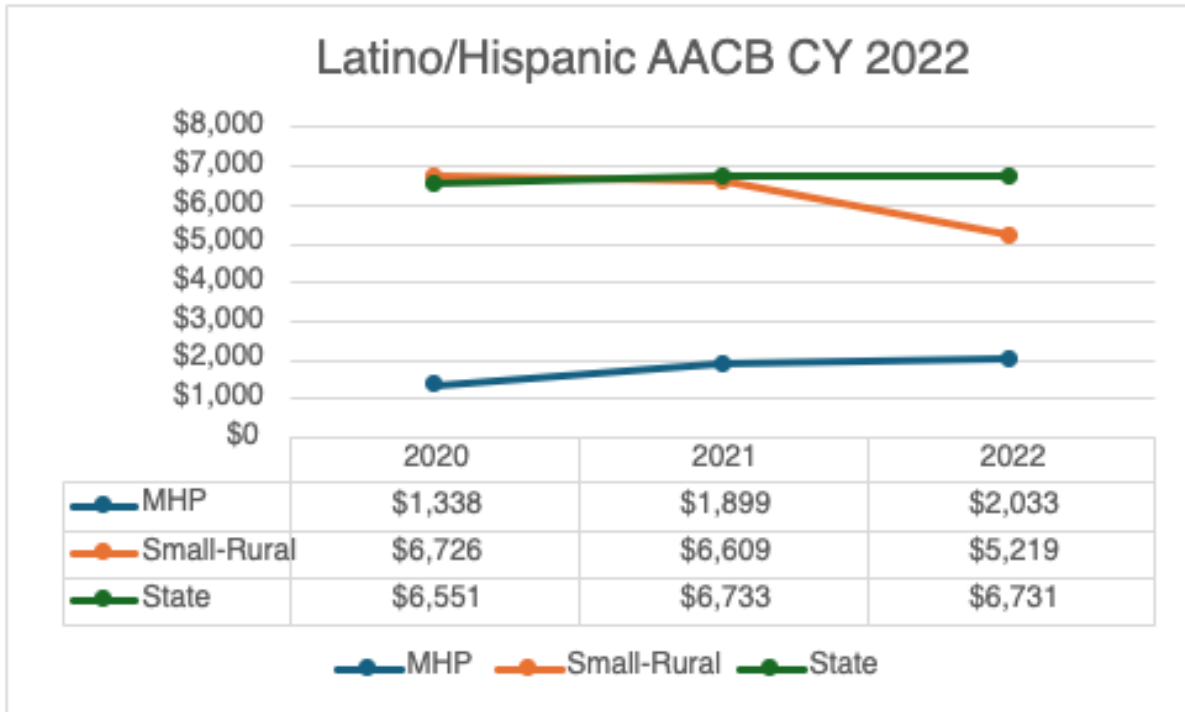


Figure 5: Foster Care Penetration Rates CY 2022

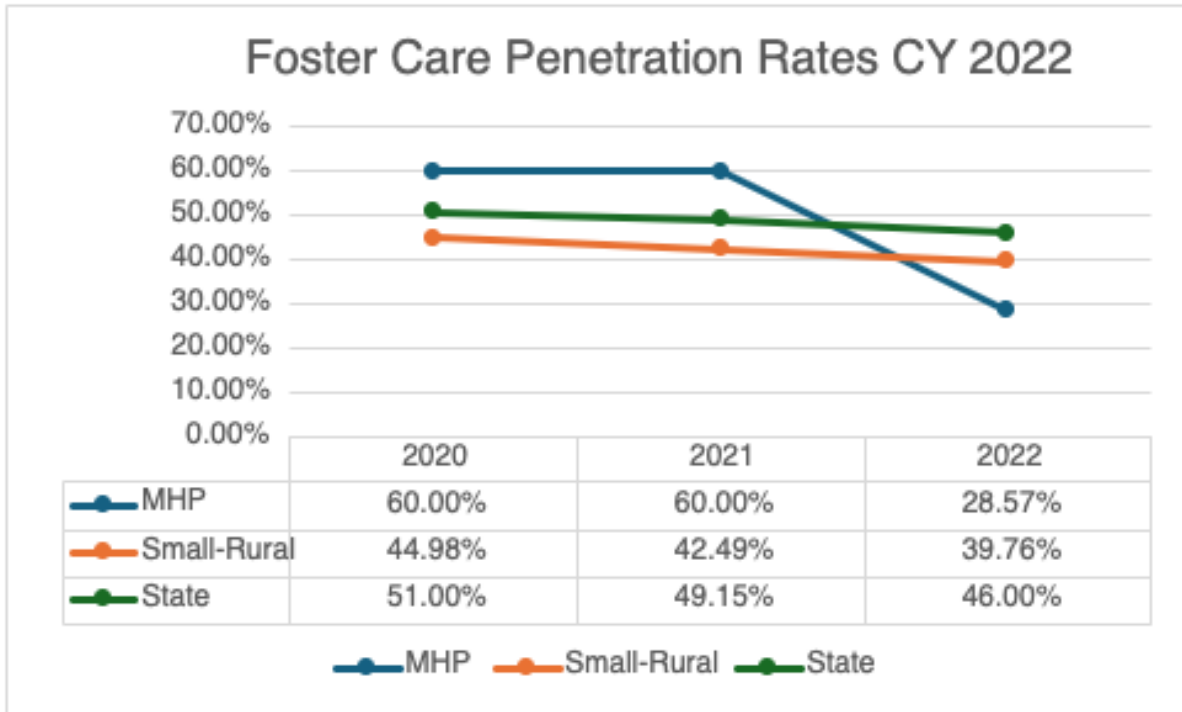
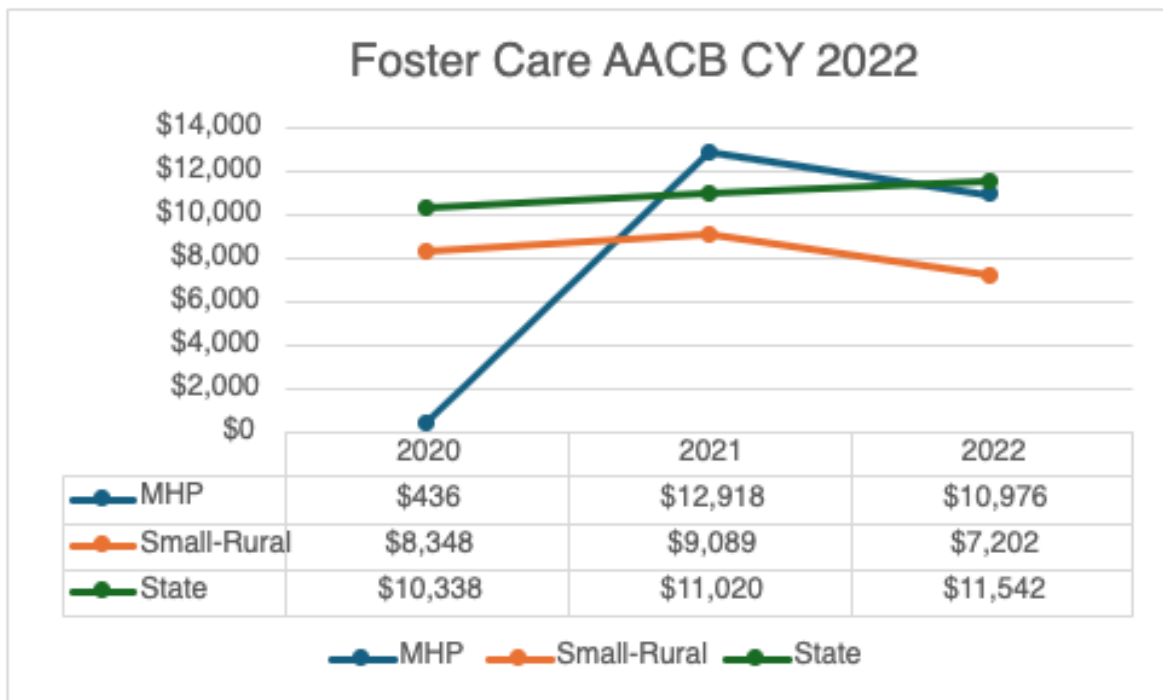


Figure 6: Foster Care AACB CY 2019-21



APPENDIX B: MHSA ISSUE RESOLUTION PROCESS

Mono County is committed to:

- a. Addressing issues regarding MHSA in an expedient and appropriate manner;
- b. Providing several avenues to file an issue;
- c. Ensuring assistance is available, if needed, for the client/family member/provider/community member to file their issue; and
- d. Honoring the Issue Filer's desire for anonymity.

Types of Issues to be resolved using this process:

- a. Appropriate use of MHSA funds; and/or
- b. Inconsistency between approved MHSA Plan and implementation; and/or
- c. Mono County Community Program Planning Process.

To file an issue:

Call MCBH at 760-924-1740 and you will be routed to a Quality Assurance Coordinator.

To learn more:

Please review our policy and procedure for the MHP (Mental Health Plan) and MHSA Problem Resolution Process located on our website:

<https://www.monocounty.ca.gov/behavioral-health/page/resources>

Direct link:

https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/9387/pp_24-004_mhp_and_mhsa_problem_resolution_process_-_signed.pdf

APPENDIX C: MCBH STAFF TRAININGS

MCBH staffed were trained by Amanda Greenberg on the Community Program Planning Process on 12/12/23 from 8-8:55 am via Zoom as part of a training on the CLAS Standards. Below is a screen shot of all live participants and sample of the slides covered. Staff not able to be present for the training, reviewed the slides.

Meeting ID	Topic: Mental Health Services Act Community Program Planning Process and CLAS Standards	Start Time
7609241111	Adriana Niculescu (she/her/ella), MCBH's Personal Meeting Room	12/12/2023 7:54
Name (Original Name)	User Email	Total Duration (Minutes)
Adriana Niculescu (she/her/ella), MCBH	aniculescu@mono.ca.gov	52
jybarra@mono.ca.gov	jybarra@mono.ca.gov	51
Richard Bonneau - rbonneau@mono.ca.gov	rbonneau@mono.ca.gov	48
Betty Hathaway	bhathaway@mono.ca.gov	47
Sabrina.Rose		47
Tessa Toledo-Velazquez		47
Tajia Rodriguez	trodriguez@mono.ca.gov	47
Sal Montanez	smontanez@mono.ca.gov	47
Jenna Cruz	jcruz@mono.ca.gov	46
Jimmy Lee	jlee@mono.ca.gov	46
Stephany Mejia	smejia@mono.ca.gov	46
Iris Duran		46
Serena Renda	srenda@mono.ca.gov	46
Danielle Murray (she/her)	dmurray@mono.ca.gov	46
Esmeralda Curiel	ecuriel@mono.ca.gov	46
Jake Ballard (he/him)	jballard@mono.ca.gov	46
Han Li	hli@mono.ca.gov	46
Luisana Baires	lbaires@mono.ca.gov	40
Debra Stewart	dstewart@mono.ca.gov	45
Lauren Plum (she/her), MCBH	lplum@mono.ca.gov	45
Dylan Burditt (he/him)	dburditt@mono.ca.gov	45
Monce		44
Amanda Greenberg		9
Angela Linghu		25
Amanda Greenberg	agreenberg@mono.ca.gov	33
Robin Roberts	rroberts@mono.ca.gov	25
Pon Tingsuk - Mono COE		1

What is the CPPP?

- Required every year for our MHSAs Plans
- Process for stakeholder input
- Ways we involve community, clients, & family members:
 - Community survey – coming in January!
 - Focus groups (Behavioral Health Advisory Board, Socials, Wellness Groups, etc.)
 - Input from internal committees
 - Other community data sources like the California Healthy Kids Survey
- Ways you can help!
 - Take the survey! Encourage clients to take the survey!
 - Encourage clients to join/attend the Behavioral Health Advisory Board!

2022 Culturally and Linguistically Appropriate Services (CLAS) 24

Aligning CLAS with the CPPP

CLAS Standard #12	<i>Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.</i>
CLAS Standard #13	<i>Partner with the community to design, implement, and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.</i>

Additionally, upon hire, all new staff go through an MHSAs Training/Overview with the following agenda:

- MHSAs Overview with Amanda: Date: _____
Time: _____
Location: _____
- Components and programs
- Community Program Planning Process
- What does MHSAs mean for the department
- MHSAs Issue Resolution Process

APPENDIX D: INNOVATION PLAN CORRESPONDENCE WITH MHSOAC

EHR Project:



STATE OF CALIFORNIA
GAVIN NEWSOM, Governor

MARA MADRIGAL-WEISS
Chair
MAYRA E. ALVAREZ
Vice Chair
TOBY EWING
Executive Director

January 31, 2023

Robin Roberts, LMFT
Behavioral Health Director-Mono County
PO Box 2619
Mammoth Lakes, CA 93546

Dear Director Roberts,

Congratulations, the Commission has approved Mono County's Enterprise Health Record Project Semi- Statewide Innovation Plan on January 25, 2023 up to the amount of \$986,402.89 in Innovation funding over five years.

Please notify Commission staff in writing of the official start date of the Innovation project. Pursuant to the Innovation regulations, the start date is when the County begins implementing the project which is based upon the date funds are first spent or when services are delivered, whichever happens first. (Reference Title 9 CCR, Article 9 §3910.010(a)(1)).

On behalf of the Commission, I would like to thank you for all the work you do in your community.

If you have additional questions or need further assistance, feel free to contact me sharmil.shah@mhsoc.ca.gov or your county liaison Wendy Desormeaux at wendy.desormeaux@mhsoc.ca.gov.

Sincerely,

A handwritten signature in blue ink that reads "Sharmil Shah".

Sharmil Shah, Psy.D.
Chief-Program Operations

Copy: Amanda Fenn Greenberg, MHSA Coordinator

RE: EHR Project Approval Letter



Amanda Greenberg
To Shannon Tarter



Thu 4/20/2023 12:11 PM

Hi Shannon,

Thank you for approving Mono County's Semi-Statewide Enterprise Health Record System Improvement Innovation Project funding in the amount of \$986,402.89.

The start date for this EHR INN project is February 1, 2023.

For future correspondence, the contact for Mono is myself, Amanda Greenberg at agreenberg@mono.ca.gov.

My apologies for our delay in notifying you of the official start date of our Innovation project.

Thank you,

Amanda Fenn Greenberg, MPH
Program Manager
Mono County Behavioral Health
Mammoth Lakes, CA
760-924-1754
monocounty.ca.gov/behavioral-health

APPENDIX E: MHSA-RELATED SUBMISSIONS TO DEPARTMENT OF HEALTH CARE SERVICES

Mono County MHSA Three-Year Plan FY 23-26

AG Amanda Greenberg
To: MHSA@dhcs.ca.gov; MHSOAC@MHSOAC.ca.gov
Cc: Desormeaux, Wendy@MHSOAC

Tue 6/27/2023 10:52 AM

Mono MHSA FY 23-24_24-25_25-26 Three Year Plan_Final.pdf
7 MB

Hello all,
Please find attached Mono County's MHSA Three-Year Plan. This plan is also posted on our website (put up 7 days after BOS approval on 6/27/23): <https://www.monocounty.ca.gov/behavioral-health/page/mental-health-services-act-quality-improvement>

Here are two screenshots of the plan posting:

This folder is up to date. Connected to: Microsoft Exchange | Display Settings | 100% | 10:53 AM 6/27/2023

FY 22/23 ARER:

Enterprise Cost Reporting & Settlement System

Welcome: Jessica Workman
Logout
Help

Home - Submissions - MHSA

Certification Statement

Home > Certification

Certification Statement

File Choose File No file chosen Notes

Save File

Date of Upload	Document Name	Uploaded By	Delete File
No items to display			

Certification by Local Behavioral Health Director or Designee Name:
Jessica Workman, I do hereby certify under penalty of perjury as follows

Per Welfare and Institutions Code section 5899(a), I hereby certify under penalty of perjury under the laws of the State of California that the attached Annual MHSA Revenue and Expenditure Report or Adjustments to Revenue or Expenditure Summary Worksheet is complete and accurate to the best of my knowledge.

By entering my name above and title below, I agree that this is a valid eSignature for certification of this entire report.

Jessica Workman

From: Bell, Emily@DHCS <Emily.Bell@dhcs.ca.gov>
Sent: Thursday, February 1, 2024 10:39 AM
To: Jessica Workman
Cc: Hoang, Minh@DHCS; Johnson, Barbara@DHCS
Subject: RE: [External] Mono County FY 22/23 MHSA ARER

You don't often get email from emily.bell@dhcs.ca.gov. [Learn why this is important](#)

[EXTERNAL EMAIL]

Good morning,

This email is a confirmation that we received your 22-23 RER and are reviewing it.

Thank you,

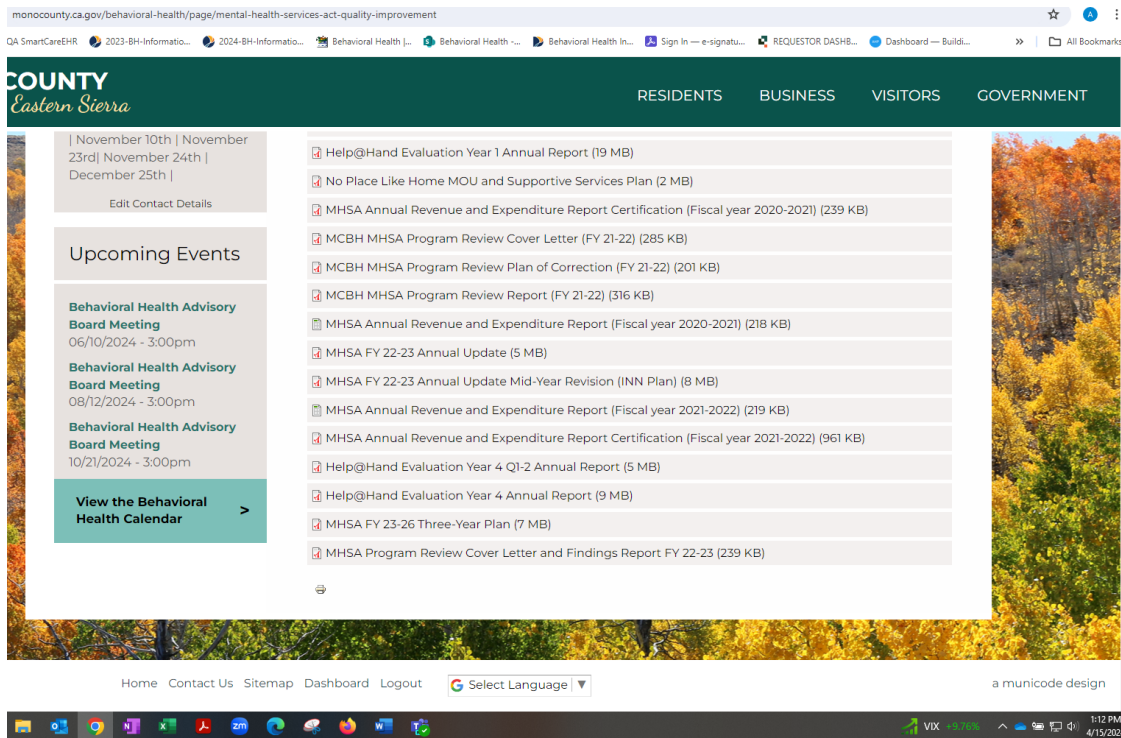
Emily Bell | Fiscal Analyst
Community Services Division
California Department of Health Care Services
(279) 236-7183



This e-mail and any attachments may contain information which is confidential, sensitive, privileged, proprietary or otherwise protected by law. The information is solely intended for the named recipients, other authorized individuals, or a person responsible for delivering it to the authorized recipients. If you are not an authorized recipient of this message, you are not permitted to read, print, retain, copy or disseminate this message or any part of it. If you have received this e-mail in error, please notify the sender immediately by return e-mail and delete it from your e-mail inbox, including your deleted items folder.

In February 2024, MCBH also participated in an MHSa Program Review. The Findings and Cover Letter were received on 4/10/24 and posted on MCBH's website on 4/15/24. MCBH will submit its Plan of Correction by 6/10/24. Website link:

<https://www.monocounty.ca.gov/behavioral-health/page/mental-health-services-act-quality-improvement>



APPENDIX F: BEHAVIORAL HEALTH PROGRAM MANAGER JOB DESCRIPTION (INCLUDES MHSA DUTIES)

MONO COUNTY

3/9/20

BARGAINING UNIT: MCPE

SALARY RANGE: 82

Date Revised

FLSA: Exempt

BEHAVIORAL HEALTH PROGRAM MANAGER

DEFINITION

Under general direction, plans, organizes, coordinates, conducts and evaluates one or more behavioral health programs through a multidisciplinary team approach. This is a diverse and multi-faceted position that includes elements of such positions as evaluation specialist, data analyst, policy analyst, grant writer, and researcher. Responsibilities include, at a minimum, completing or overseeing the following tasks: conducting an annual mental health community needs assessment, composing the MHSA Three-Year Plan and Annual Updates, developing program evaluations, and working with stakeholders to develop new programs based upon community needs. Additionally, this position is responsible for the development and the coordination of MHSA permanent residence programs for individuals with mental illnesses and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class manage large, complex programs, and may supervise subordinate staff.

REPORTS TO

Behavioral Health Director or designee

CLASSIFICATIONS DIRECTLY SUPERVISED

May directly supervise staff or provide lead direction as assigned

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include but are not limited to the following:

Plans, organizes, conducts and evaluates one or more behavioral health program

Serves as a member of the Behavioral Health administrative team in setting Department goals and objectives

Develops and/or adapts behavioral health programs that comply with the requirements of the Department of Health Care Services (DHCS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), and other granting agencies

Prepares appropriate reports for the above-listed agencies

Assesses community health needs through annual stakeholder processes to direct program services

Coordinates any necessary committees in the program area using a multidisciplinary team approach

Represents the Behavioral Health Department on committees as necessary
Advocates with leadership groups and elected leaders for the advancement of behavioral health policy and to increase awareness of the Behavioral Health Department's programs

Assist in program budget development and management

Identifies, plans and directs staff in-service training and education, as required

Supervision of subordinate staff and contractors

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; frequent contact with staff.

DESIRABLE QUALIFICATIONS

Knowledge of:

- The principles and practices of behavioral health administration and service provision.
- Specifics of assigned program area.
- Program planning and development.
- Health education methods and materials.
- Principles and practices of public relations and group dynamics.
- Community agencies and resources.
- Funding sources, program evaluation, and fiscal management.
- Principles of employee supervision and personnel practices.

Ability and willingness to:

- Understand, interpret and apply pertinent federal, state, and local laws, regulation, and standards
- Plan, coordinate, and implement assigned behavioral health public relations and education programs
- Apply the principles and techniques of community organization.
- Coordinate activities and secure support of diverse community groups.
- Conduct research on programs and other subjects as needed
- Facilitate meetings and coordinate public events
- Compile, organize, analyze, and interpret data
- Stay current with technical information related to the program.
- Speak effectively to diverse audiences of professionals and the public.
- Develop and deliver training for professional staff.
- Prepare reports, program policies, and procedures.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships.
- Use computers.
- Maintain confidentiality.

Training and Experience:

Any combination of training and experience which would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities might be:

- Experience in Behavioral Health or Public Administration is highly desirable.
- Possession of a Bachelor's degree in a related field.
- Post-graduate coursework in Behavioral Health, Public Health, Public Administration, or a related field.

APPENDIX G: COMMUNITY PROGRAM PLANNING
PROCESS & LOCAL REVIEW PROCESS
ADVERTISEMENTS

Flyer posted February-March 2024:

**MENTAL HEALTH SERVICES ACT
COMMUNITY NEEDS SURVEY**

**ACTA DE SERVICIOS DE SALUD MENTAL
ENCUESTA DE NECESIDADES COMUNITARIAS**

SHARE YOUR VOICE AND
HELP US PLAN OUR
PROGRAMS AND
SERVICES

COMPARTA SU VOZ Y
AYÚDENOS A PLANIFICAR
NUESTROS PROGRAMAS Y
SERVICIOS



* GIFT CARDS AVAILABLE AT BEHAVIORAL HEALTH FRONT OFFICE
FOR MEDI-CAL BENEFICIARIES AND CLIENTS


TARJETAS DE REGALO DISPONIBLES EN LA OFICINA DE RECEPCIÓN
DE SALUD MENTAL PARA BENEFICIARIOS DE MEDI-CAL Y CLIENTES





















<https://www.surveymonkey.com/r/MHSACPP24>

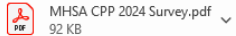

Email sent February 22, 2024 to Behavioral Health Advisory Board and community partners:

MHSA Community Survey

 Amanda Greenberg 🗨️ Reply 📧 Reply All ➔ Forward 📄 Print ⋮

To  Carolyn Balliet;  Debbie Painter;  Dirk Addis;  Ingrid Braun;  Jacinda Croissant;  Jacob Eide;  Jeff Franke;  Jenny Lucas;  Jimmy Lee;  Krista Cooper;  Lauren Plum;  Lois Klein;  Lynda Salcido;  Marcella Rose;  Marjoree Neer;  Michelle Raust;  Robin Roberts;  Rolf; **+3 others** Thu 2/22/2024 11:58 AM

Retention Policy Mono County 2 Year Retention Policy (2 years) Expires 2/21/2026

 MHSA CPP 2024 Survey.pdf 92 KB  MHSA CPPP Flyer 2024.pdf 506 KB

Hello BHAB members and regular attendees!
It's that time of year again – our annual Mental Health Services Act Community Program Planning Process is now underway with our community survey! We would love to get your feedback and have your help spreading the word! Additionally, clients and/or Medi-Cal beneficiaries who take the survey can come by the MCBH front office at the Civic Center and get a \$10 gift card.

Survey will be open now until Monday March 18.

Ways to take the survey:

- <https://www.surveymonkey.com/r/MHSACPP24>
- Use the QR code on the attached flyer
- Come by our office to use the iPad
- Take the attached paper version

- English Blurb if you're writing to clients or want a script to talk to them: Every year, Mono County Behavioral Health (MCBH) does a community needs assessment as part of its Mental Health Services Act Community Program Planning Process. We would like to invite you to share your thoughts on mental health needs and help shape programming throughout Mono County by taking this 5-10 minute survey. Thank you!
- Spanish Blurb: Cada año, el departamento de Salud Mental del condado de Mono (MCBH) hace una evaluación de las necesidades de la comunidad como parte de su Proceso de Planificación del Programa Comunitario de la Ley de Servicios de Salud Mental. Nos gustaría invitarlo a compartir sus pensamientos sobre las necesidades de salud mental y ayudar a dar forma a la programación en todo el condado de Mono tomando esta encuesta de 5-10 minutos. ¡Gracias!

Please let me know if you have any questions or concerns! Thank you!

Amanda Fenn Greenberg, MPH
Program Manager
Mono County Behavioral Health
Mammoth Lakes, CA
760-924-1754
monocounty.ca.gov/behavioral-health

Advertisements in local newspapers:

Reportan llegada de medicinas chatarra a México; van al sector público



La industria farmacéutica denunció la llegada de medicamentos chatarra al sector público de salud en México. Se trata de productos sin registro sanitario que se están comprando en países de Europa del Este, Rusia y Pakistán, entre otros.

"Esto preocupa a todo el sector salud, a la industria nacional y extranjera, a la cámara", expresó el director general de la Asociación Mexicana de Industrias de Investigación Farmacéutica (AMIF), Larry Rubin, quien señaló que otro problema es la fabricación de medicamentos.

El doctor Fernando Fon explicó que cualquier medicamento disponible para la sociedad mexicana requiere contar con un registro sanitario. "Este registro sanitario está fundamentado en un proceso de evaluación de seguridad, calidad y eficacia".

Plantas de Tratamiento en CDMX le dan un segundo uso al agua sucia



El Gobierno de la Ciudad de México informó a través de sus redes sociales que las Plantas de Tratamiento de la Ciudad de México convierten el agua sucia en un recurso útil para todos.

La actual administración detalló que se recolectan aguas industriales y pluviales para brindarles un segundo uso en actividades domésticas, industriales y agrícolas.

La Planta de Tratamiento de Aguas Residuales "Carro de la Emulsa", es la más importante de la Ciudad de México y la tercera más grande en Latinoamérica, al tener una capacidad operacional de 3 m³/segundo.

Al igual que las otras 25 plantas del Sistema de Aguas de la Ciudad de México, utiliza un proceso 100% biológico que ayuda al abastecimiento de agua tratada en la capital.

Solicitud de Comentario Público

Acta de Servicios de Salud Mental Actualización Anual

Salud Mental del Condado de Mono te invita a la comunidad para:

- 1 Repasar el plan: www.monocounty.ca.gov/MHSA
- 2 Mandar comentarios por correo electrónico a: agreenberg@mono.ca.gov
- 3 Compartir su opinión en la audiencia pública:

El 10 de Junio a las 3:00 p.m. | 1290 Tavern Rd. Mammoth Lakes, Dana Room o Zoom: <https://monocounty.zoom.us/j/7609242222>

Llamar: +1 669 900 6833
ID de Reunión: 760 924 2222

INYO COUNCIL FOR THE ARTS

Monumento Fin de Semana

ESPECTACULO DE ARTES Y OFICIOS

MAY 24TH - 27TH, 2024

VIERNES-DOMINGO: 9:00 AM - 4:00 PM
LUNES: 9:00 AM - 2:00 PM

PRESENTANDO:

ARTICULOS HECHOS A MANO QUE INCLUYEN JOYAS, CERAMICA, OBRAS DE ARTE, ROPA, ARTICULOS PARA EL HOGAR, COMIDA Y MUCHO MAS.

DOMINGO DE MUSICA EN VIVO:

11:00 - AKANYA
12:20 - EDDY EVANS
1:30 - ETHAN RUBIN & GUEST
2:45 - BOBIE ARI TRUB
4:00 - RAY BLACKBIRD

PARQUE DE LA CIUDAD DE BISHOP, BISHOP CA
WWW.INYO.ORG 761.873.0014

Proyectos de transversalidad, proponen estudiantes del SEER



A través del Sistema Educativo Estatal Regular (SEER), se realizó la presentación de proyectos de transversalidad titulada "Transformando el Aprendizaje" con la participación de alumnas y alumnos de las ocho zonas escolares, representando a las 45 preparatorias.

El ejercicio consistió en seleccionar los mejores trabajos como parte de un conatinio final de transversalidad, conforme al Plan de

Desarrollo Institucional de cada escuela que fueron elaborados por estudiantes de segundo y cuarto semestres, atendiendo las disposiciones de la Nueva Escuela Mexicana. Los estudiantes pusieron en práctica habilidades de emprendimiento, la creatividad, al trabajo en equipo, la inclusión y la integración de diferentes materias impartidas en los semestres, lo que permitió a los docentes evaluar con un solo proyecto integrador.

Fortalecer el PIB y las finanzas públicas, reto para la nueva Presidenta



Implementar políticas públicas que beneficien o incentiven el crecimiento económico de México, además de sanear el problema de finanzas públicas con las que cuenta el país, son los retos en materia económica a los que se enfrentará la nueva presidenta que, al clima de esta edición y con los primeros conteos rápidos, deban como vencedora a Claudia Sheinbaum, señaló James Salazar Salinas, subdirector de Análisis Económico de U Banco.

En entrevista con La Razón, el experto mencionó que la llegada de Claudia Sheinbaum a la Presidencia del país debe estar acompañada de medi-

das que establezcan prioridades en términos de políticas que busquen favorecer el crecimiento y el desarrollo económico, así como contrarrestar el deterioro de las finanzas públicas.

"Va a tener que establecer, otra vez, prioridades en términos de políticas encaminadas a favorecer el crecimiento económico, esa creo que es el gran primer reto; el segundo es la situación de mercado financiero, si pensamos que va a estar relativamente ordenado, sería una transición ordenada. El otro inconveniente es finanzas públicas, aquí es muy notorio el déficit que hemos observado en los últimos tres años", señaló.

¡Pase para 10 VIAJES!



Son solo \$3.00 para ir de Bishop a Mammoth! **\$30**

Un pase de 10 viajes para Lone Pine Express cuesta solo \$ 33.00. Son sólo \$3.30 para ir de Bishop a Lone Pine (¡un viaje de ida sin pase cuesta \$7.25)!

- Ahorre gasolina y desgaste de su auto
- Ahorre dinero
- Reduce nuestra huella de carbono
- No te preocupes por el estacionamiento o el tráfico
- Disfrute del paisaje
- Conocer personas interesantes
- Disfruta leyendo un libro mientras alguien más conduce

¡No te pierdas esta excelente oferta!

(760) 873-7173/www.estransit.com

Solicitud de Comentario Público

Acta de Servicios de Salud Mental Actualización Anual

Salud Mental del Condado de Mono te invita a la comunidad para:

- 1 Repasar el plan: www.monocounty.ca.gov/MHSA
- 2 Mandar comentarios por correo electrónico a: agreenberg@mono.ca.gov
- 3 Compartir su opinión en la audiencia pública:

El 10 de Junio a las 3:00 p.m. | 1290 Tavern Rd.

Mammoth Lakes, Dana Room o Zoom:

<https://monocounty.zoom.us/j/7609242222>

Llamar: +1 669 900 6833

ID de Reunión: 760 924 2222

KICKING THE BOTTLES DOWN THE ROAD

By Lunch

In a bid to take a page from the Town of Mammoth Lakes' playbook, Mono County Supervisors broached the idea of a county-wide ban on single-use water bottles and styrofoam containers at its regular meeting Tuesday.

Supervisor Bob Gardner said "Mammoth has stepped forward on this issue." He suggested the county follow suit.

Other Supervisors expressed support ... but not enough support to act on a ban. At least for now.

Board Chair John Peters kicked the item back to staff for further study. He wished to understand what economic impact a ban might have on various mom & pop businesses.

Supervisor Rhonda Duggan added that if you take away an option, there has to be a plan in place to make up for it. As she pointed out, most water fountains one might use to fill up an existing container don't even work.

Several members of the public spoke in of a ban. Mammoth Councilmember Chris Bubser urged the Supervisors to keep at it, noting that Mammoth's

Council had found solutions to the various issues which had cropped up.

Janet Carle said Mammoth has done the heavy lifting, and "If they can do it, we can do it."

She said Supervisors shouldn't underestimate the public. If people learned how to recycle plastic shopping bags, they can certainly be trained to refill a water bottle at the tap.

Former Supervisor Stacy Carliss told Supervisors not to overthink it. You can always find excuses, but "we're a county of action," she

said.

Dennis Domaile, owner of the Tioga Gas Mart and Whoa Nellie Deli in Lee Vining, said redemption for bottles has gone a long way towards reducing litter and that plastic is a lot better than glass (in terms of broken glass as potential human hazard).

He also noted (ostensibly in defense of single-use water bottles) that pure water doesn't get you fat or drunk. "As long as we're at it, let's just ban the soft drinks, too."

The Board ultimately kicked the

“

We're a county of action.

-Fmr. Supervisor Stacy Corless

”



264 Hwy. 182 (Center - Outlined in teal)

plastic bottles down the road for further study.

In other Board news ... the Board voted to use CSA #1 funds to spend on two proposed new trails for southern Mono County.

As County Planner Gerry LeFrancis noted, "In my thirty years [with the County], I can't remember a new trail segment being added [in southern Mono]."

The two proposed trails are a 1.82 mile Tom's Place Trail Connector and a 2.1 mile Hilton Creek Trail Connector.

The cost to kick the project into play: \$75,000.

Once the trails are submitted, federal agencies would take the lead from there.

The Mono County Jail project has a revised completion date of August, 2026.

And finally, see the above graphic regarding a piece of property Supervisors unanimously voted to acquire in Bridgeport.

The five-unit property is currently rented on a nightly basis (well, four units are rented nightly and one unit houses the current owner/operator).

The County plans to convert the five units and 0.32 acre property into workforce housing and would take ownership at the end of the summer.

The price tag: \$1.25 million.

Public Input Sought

Mental Health Services Act Annual Update

Mono County Behavioral Health invites community members to:

- 1 Access the plan at: www.monocounty.ca.gov/MHSA
- 2 Send comments via email to: agreenberg@mono.ca.gov
- 3 Share input at a public hearing: June 10 at 3:00 p.m. | 1290 Tavern Rd. Mammoth Lakes, Dana Room or Via Zoom <https://monocounty.zoom.us/j/7609242222>
Call in: +1 669 900 6833
Meeting ID: 760 924 2222

MAMMOTH LAKES REPERTORY THEATRE & MAMMOTH LAKES HIGH SCHOOL PRESENT

Little Women

Written by Kate Hamill
Adapted from the novel by Louise May Alcott
Directed by Juliana Olinka Jones

MAY 15-19, 2024

Starring
Emma Oliveira
Beck Libling
Maddie McCabe
Tori Newman
Whitney Orozco
Jovie Plum
Violet Spezia
Ana Swisher
Stella Vanderhurst
with
Jeff Frome
Madeline Roy
Clay Tyson

Tickets Available at the door only
\$15 Gen Ad \$10 Students
Location: Mammoth High School MPR
May 15-19, 2024
Wed - Sat @ 7pm Sunday @ 4:00pm

Sponsored by
Tambour Foundation

Produced with special arrangement with Dramatist Play Service

PUBLIC NOTICES

Notice Inviting Bids

NOTICE IS HEREBY GIVEN that the Town of Mammoth Lakes ("Town") invites and will receive sealed Bids up to but not later than 4:00p.m. on Friday, May 24, 2024 through the Town's Online Bid Portal at <https://www.townofmammothlakes.ca.gov/1016/Bids> ("Online Bid Portal"), for the furnishing to Town of all labor, equipment, materials, tools, services, transportation, permits, utilities, and all other items necessary for the **TOWN OF MAMMOTH LAKES NEW CIVIC CENTER** (the "Project"). After said time, Bids will be publicly posted on the Online Bid Portal. Bids received after said time shall be returned unopened. Bids shall be valid for a period of 90 calendar days after the Bid opening date.

Notice Inviting Bids (cont.)

Industrial Relations for each craft, classification, or type of worker needed to execute this contract. A copy of these prevailing wage rates may be obtained via the internet at: www.dir.ca.gov/dlsr/.

In addition, a copy of the prevailing rate of per diem wages is available at the town's Public Works Department Engineering Division and shall be made available to interested parties upon request. The Successful Bidder shall post a copy of the prevailing wage rates at each job site. It shall be mandatory that the Successful Bidder, and any subcontractors, comply with all Labor Code provisions, which include but are not limited to the payment of not less than the specified prevailing wage rates to all workers employed

Notice of Public Hearing

Mono County Behavioral Health is seeking public comment for its Mental Health Services Act FY 24-25 Annual Update.

Interested parties may access the plan at monocounty.ca.gov/mbsa, send comments via email to agreenberg@mono.ca.gov, and/or attend a public hearing on June 10, 2024 at 3 p.m. at 1290 Tavern Rd., Mammoth Lakes, CA Dana Room or Via Zoom: <https://monocounty.zoom.us/j/7609242222>; Call In: +1 669 900 6833 Meeting ID: 760 924 2222

TS #2024-0064

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on June 20, 2024. The meeting will be held virtually at <https://monocounty.zoom.us/j/82702284409> and in the Bridgeport Board Chambers, 2nd Floor Mono County Courthouse, 278 Main Street, Bridgeport, CA 93517 or via teleconference at the Dana Room of the Mono County Civic Center, Second Floor, 1290 Tavern Road, Mammoth Lakes, CA 93546. Members of the public shall have the right to observe and offer public comment to consider the following: No earlier than 9:05 a.m.

Use Permit 23-007/Prendergast.

POWER

continued from page 11

president Mel Levine in 2016 only address ranch leases, and explains the changes were designed to bring the lease transfer process into compliance with the Los Angeles city charter and state law protecting DWP lessees in Inyo County. But reporting by AfroLA shows the one-time assignment policy and the family transfer policy are being applied to commercial leases and use permits, like Cohen's backyard.

Altogether, the restrictions that have been imposed on how much water LA can pull out of Inyo county, either through negotiations with the county or the courts, have been extremely costly for the city.

Internal DWP documents indicate that DWP has spent \$30-40 million annually buying water from southern California's Metropolitan Water District to offset the water it now leaves in Inyo for the ranchers. The water DWP has been required to provide to tribal communities, for environmental mitigation and for agriculture since the water agreements cost the agency at least \$124 million annually, according to an internal briefing book.

A way of life

Though long constructive, the relationship between DWP and some ranchers has been strained by years of drought and lease changes.

"DWP is nice to us in the wet years," said Talbot, the former veterinarian, whose ranch is located in the pic-



Talbot Ranch, Inyo Valley natesque Round Valley just north of Bishop.

In years water is plentiful, the department releases more water and provides flood control measures, Talbot said. But in dry years, DWP limits the ranchers' water allocation to the minimum it is legally required to provide, he said.

Meanwhile, the cuts in neighboring Mono county have affected Inyo county ranchers, too - many of them have their

herds graze in Mono in summer.

Mark Lacey said he had to look for pasture land as far away as Oregon and Nebraska when DWP cut water to Mono County in 2015.

"I got transportation costs going up and then coming back. And then I had to pay for that pasture while I was there, as well as everything I have from DWP," he recalled. "The transportation costs were horrendous."

"After 2016, I couldn't afford to do what I did. The price of cattle just didn't allow me to make those moves," he said, "freight was too high, pasture elsewhere either wasn't available, or it was poor, [the price] was too high."

Lacey has seen every single drought in the Owens Valley since the '70s. He said the 2011-2016 drought was not as bad as the 1980s drought, but the

see POWER, page 13

Celebrating 15 Years & Counting!!

We honor this anniversary with grand appreciation & heartfelt gratitude. We could not have done it without all of you. We look forward to another 15 years of serving this amazing community!!

5:30am-6pm daily

www.Stellarbrew.life | @Stellar_brew

Public Input Sought

Mental Health Services Act Annual Update

Mono County Behavioral Health invites community members to:

- 1 Access the plan at: www.monocounty.ca.gov/MHSA
- 2 Send comments via email to: agreenberg@mono.ca.gov
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Call in: +1 669 900 6833
Meeting ID: 760 924 2222

PUBLIC NOTICES

Notice of Impending Power to Sell Tax-Defaulted Property

NOTICE OF IMPENDING POWER TO SELL TAX-DEFAULTED PROPERTY
(Rev. & Tax. Code, §§ 3361, 3362)

Pursuant to Revenue and Taxation Code sections 3691 and 3692.4, the following conditions will, by operation of law, subject real property to the tax collector's power to sell.

- All property for which property taxes and assessments have been in default for five or more years.
- All nonresidential Commercial property for which property taxes and assessments have been in default for three or more years.
- Any property the tax collector has received a request to bring the property to the next scheduled tax sale from a person or entity that has a nuisance abatement lien recorded against the property and for which property taxes and assessments have been in default for three or more years.
- Any property that has been identified and requested for purchase by a city, county, city and county, or nonprofit organization to serve the public benefit by providing housing or services directly related to low-income persons and for which property taxes and assessments have been in default for three or more years.

Note: The power to sell schedule for nonresidential commercial property is three or more years of tax default status, unless the county adopts, by ordinance or resolution, the five-year tax default schedule.

The parcels listed herein meet one or more of the conditions listed above and thus, will become subject to the tax collector's power to sell on July 1, 2024, at 12:01 a.m., by operation of law. The tax collector's power to sell will arise unless the property is either redeemed or made subject to an installment plan of redemption initiated as provided by law prior to close of business on the last business day in June. The right to an installment plan terminates on the last business day in June, and after that date the entire balance due must be paid in full to prevent sale of the property at a tax sale. The right of redemption survives the property becoming subject to the power to sell, but it terminates at close of business on the last business day prior to the date of the tax sale by the tax collector. All information concerning redemption or the initiation of an installment plan of redemption will be furnished, upon request, by Gerald A. Frank, Mono County Asst. Finance Director/ Treasurer-Tax Collector, P.O. Box 495, Bridgeport, CA 93517. Inquiries by phone may be directed to (760) 932-5480, or by email to treasurer@mono.ca.gov. The amount to redeem, including all penalties and fees, as of June 2024, is shown opposite the parcel number and next to the name of the assessor.

PARCEL NUMBERING SYSTEM EXPLANATION

The Assessor's Parcel Number (APN), when used to describe property in this list, refers to the assessor's map book, the map page, the block on the map, if applicable, and the individual parcel on the map page or in the block. The assessor's maps and further explanation of the parcel numbering system are available in the assessor's office.

PROPERTY TAX DEFAULTED ON JULY 1, 2015 FOR THE TAXES

ASSESSMENTS AND OTHER CHARGES FOR THE FISCAL YEAR 2014-2015

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY ADDRESS	ASSEESSEE NAME	AMOUNT TO REDEEM
1	025-030-045-000	24601 HIGHWAY 6	CROWELL ROBERT L & NANCIE L	\$ 1,757.47

PROPERTY TAX DEFAULTED ON JULY 1, 2017 FOR THE TAXES

ASSESSMENTS AND OTHER CHARGES FOR THE FISCAL YEAR 2016-2017

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY ADDRESS	ASSEESSEE NAME	AMOUNT TO REDEEM
2	031-212-014-000	248 MAMMOTH SLOPES DR #14	FOLLETT JEFFREY T	\$ 7,784.51

PROPERTY TAX DEFAULTED ON JULY 1, 2018 FOR THE TAXES

ASSESSMENTS AND OTHER CHARGES FOR THE FISCAL YEAR 2017-2018

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY ADDRESS	ASSEESSEE NAME	AMOUNT TO REDEEM
3	022-350-044-000	1691 OLD MAMMOTH ROAD	DOHL, JEFFREY	\$ 52,836.71
4	033-021-021-000	1111 FOREST TRAIL #C21	FORSTER-GILL, INC. ET AL & FORSTER CHARITABLE REMAINDER TRUST	\$ 74,342.25

PROPERTY TAX DEFAULTED ON JULY 1, 2019 FOR THE TAXES

ASSESSMENTS AND OTHER CHARGES FOR THE FISCAL YEAR 2018-2019

ITEM NUMBER	ASSESSOR'S PARCEL NUMBER	PROPERTY ADDRESS	ASSEESSEE NAME	AMOUNT TO REDEEM
5	002-332-007-000	324 PINE NUT ROAD	SMITH LAWRENCE E.	\$13,029.15

Notice of Public Hearing

NOTICE IS HEREBY GIVEN that the Mono County Board of Supervisors will conduct a public hearing no earlier than 9:00 am on June 11, 2024, in the Board Chambers, 2nd floor, at the Mono County Courthouse, 278 Main Street, Bridgeport, CA to discuss and solicit comments on the submittal of the California Development Block Grant (CDBG) accomplishments and acceptance of closeout report for the following grant activities.

Teleconference locations will be available at: Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA 93546; and online via Zoom at <https://mono-county.zoom.us/j/86184622677> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 861 8462 2677.

The Board will be required to disencumber the remaining 20-CDBG-12074 funds at closeout.

Activity	CDBG Grant 20-CDBG-12074 Awarded \$250,000	CDBG Program Income
Special District Needs Assessment (Resource Concepts, Inc.)	\$236,718.25	\$237,500.00
General Administration	\$3,393.24	\$12,500.00
Total	\$240,111.49	\$250,000.00

The purpose of this public hearing is to give members of the public an opportunity to make their comments known regarding the accomplishments under the State-administered CDBG Program.

INTERESTED PERSONS may appear before the Board of Supervisors to present testimony or, prior to or at the hearing, file written correspondence with: Clerk of the Board of Supervisors, P.O. Box 715, Bridgeport, CA 93517. If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Clerk of the Board of Supervisors at, or prior to, the public hearing. 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 USC 12132, 28CFR 35.130).

TS #2024-0074

Notice of Vacancies

NOTICE IS HEREBY GIVEN that the Mammoth Lakes Tourism Board has three seats with terms expiring as of June 30, 2024, which are available for candidacy: two from the Lodging Industry, and one At-Large position. The term of appointment for one of the Lodging positions will expire three years after appointment to the Board, and each of the other two positions will expire two years after appointment to the Board. The Mammoth Lakes Tourism Board meetings are scheduled at 1:00 p.m. on the first Wednesday of every month. Interested parties should file a letter of interest with John Morris, via email at jmorris@snowcreekresort.com for the Lodging seats, and Mammoth Lakes Tourism Office Manager, Jaisabel Aleman, via email at jaleman@visitmammoth.com for the At-Large seat, no later than June 15, 2024. Applicant interviews will be conducted by the MLT Nominating Committee in June. Recommendations and Board vote will take place in July. *Dated: May 21, 2024*
Angela Flaisted, Assistant Clerk

TS #2024-0078

Notice Inviting Bids

The Lee Vining Public Utility District requests bids for the external painting of a 100,000 gallon steel water tank. A complete project description is available by email request. Bids are due by 5 p.m., June 10, 2024 via email to leevingingpud@gmail.com.
TS #2024-0068

Notice of Public Hearing

Mono County Behavioral Health is seeking public comment for its Mental Health Services Act FY 24-25 Annual Update. Interested parties may access the plan at mono-county.ca.gov/mhbsa, send comments via email to agrcvbergen@mono.ca.gov, and/or attend a public hearing on June 10, 2024 at 9 p.m. at 1290 Tavern Rd., Mammoth Lakes, CA Dana Room or Via Zoom: <https://mono-county.zoom.us/j/7609242222>. Call in: +1 669 900 6833 Meeting ID: 760 924 2222

TS #2024-0064

Posting on MHP website:

Press release on County website:

The screenshot shows a web browser window with the URL monocounty.ca.gov/behavioral-health/page/mhsa-fy-2024-2025-annual-update-available-public-comment. The page features the Mono County logo and navigation links for RESIDENTS, BUSINESS, VISITORS, and GOVERNMENT. A search bar is visible in the top right. The main content area is titled "Behavioral Health" and contains a sidebar with menu items: About, Servicios en Español, Wellness Centers and Community Programming, Community Events, Quality Improvement, MHSA, Resources, Cultural Humility, Court-Mandated Services, and Naloxone & Narcan Information. The main text announces the "MHSA FY 2024-2025 Annual Update is Available for Public Comment" and provides details about a draft posted on May 10, 2024, and a public meeting on June 10, 2024. It also includes a Zoom link and contact information for Amanda Greenberg.

MHSA FY 2024-2025 Annual Update is Available for Public Comment

On May 10, 2024, Mono County Behavioral Health (MCBH) posted a draft of its Mental Health Services Act (MHSA) FY 2024-2025 Annual Update. Members of the community are invited to review the plan and submit comments by emailing Amanda Greenberg at agreenberg@mono.ca.gov, calling 760-924-1740 or by attending a public meeting on June 10, 2024 at 3 pm in-person at 1290 Tavern Rd, Mammoth Lakes (Mono County Civic Center) in the Dana Room on the second floor or at the Bridgeport Memorial Hall (73 North School Street Bridgeport).


or via Zoom:

<https://monocounty.zoom.us/j/7609242222>
 Call in: +1 669 900 6833
 Meeting ID: 760 924 2222

The MHSA FY 2024-2025 Annual Update can be found by visiting monocounty.ca.gov/mhsa.

Our Mental Health Services Act (MHSA) Annual Update is here to provide you, our community members, with information about the incredible programming that Mono County Behavioral Health (MCBH) is able to provide thanks to our MHSA funding.

The MHSA is a one percent tax on millionaires in California and funds programs in five different categories: Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET), and Capital Facilities and Technological Needs (CF/TN). Through each of these categories, MCBH is able to meet different community needs that are identified as part of



Mental Health Services Act Annual Update FY 2024-2025

Mono County Behavioral Health



What is the Mental Health Services Act (MHSA)?

Ever-Evolving

Created via ballot measure in 2004

No Place Home in 2018

Proposition 1: MHSA Reform ballot measure that narrowly passed in 2024

Numerous bills are proposed each year that would impact the MHSA

Highly Regulated

Annual fiscal audits

Program reviews

Information notices

Oversight from DHCS & MHSOAC (Department of Health Care Services & Mental Health Services Oversight and Accountability Commission)

Transformational

Recovery-oriented

Culturally competent

Nothing about us without us





Community Program Planning Process



- 
- Finding Housing
 - Feeling a Lack of Social Support or Isolation
 - Drugs or Alcohol
 - Family Relationships
 - Experiencing stigma/prejudice

Top Community Needs



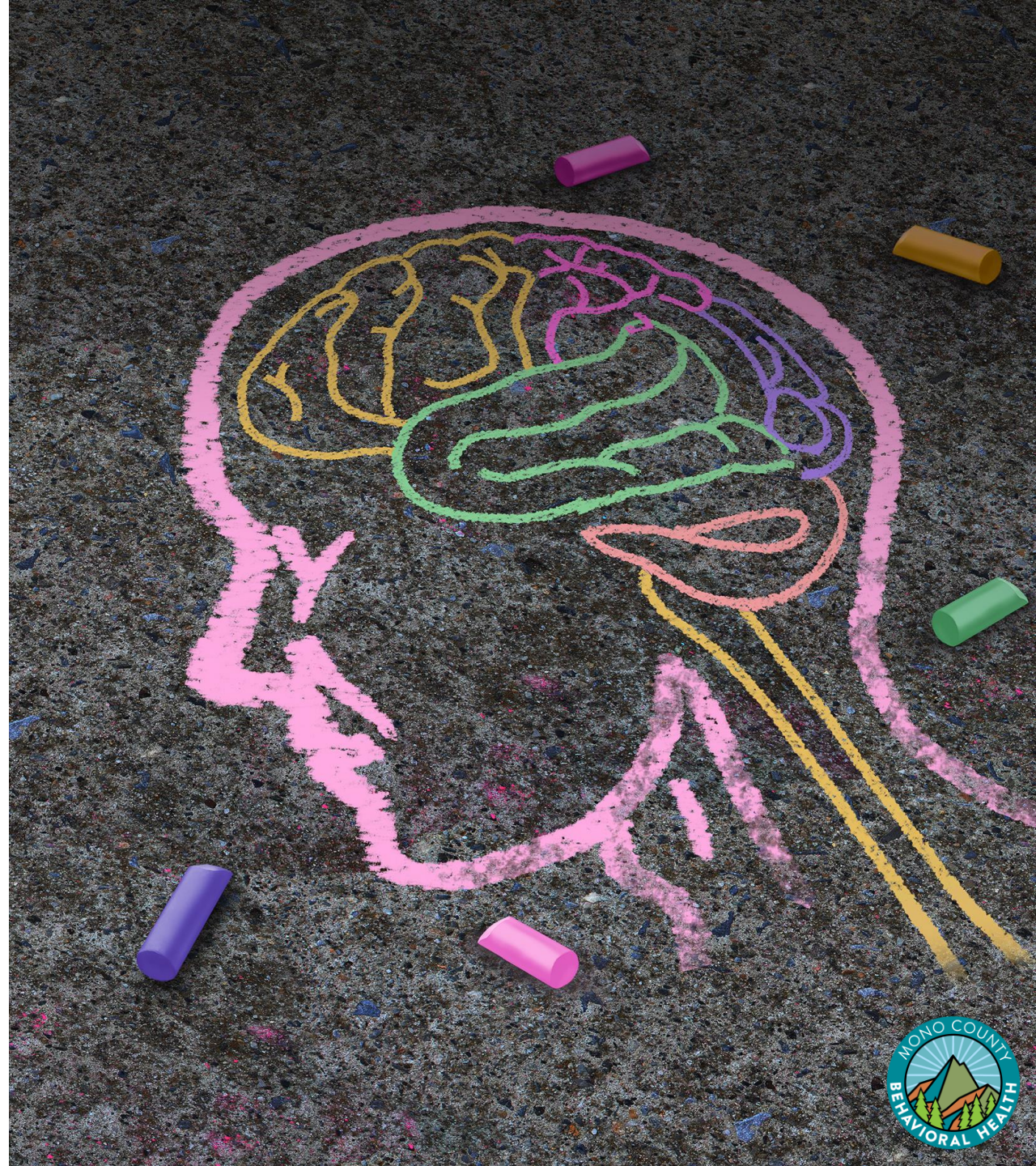


Top Strategies to Promote Mental Health



MHSA Funding Components

- Community Services & Supports (CSS)
- Prevention & Early Intervention (PEI)
- Innovation (INN)
- Workforce Education & Training (WET)
- Capital Facilities & Technological Needs (CF/TN)



Community Services and Support: Clinical

FSP South County
FSP North County
Full Service Partnership



Telehealth Services



Wrap Program



Crisis Intervention & Stabilization



Case Management & Supportive Services



Total Served:
385

Total Budgeted
for Programs:
\$1,600,000



“

“I really appreciate all the help that I get from MCBH, not only case management but morale boosters and encouragement in my journey of self improvement and discovery. “

“The services I have received from MCBH have been outstanding. I have grown immensely and am very grateful for the kind help I have received. From the receptionist to the medical providers, I have always been treated with kind respect. I feel very fortunate.”

“I have been receiving services with MCBH for about 5 years now...They are super responsive and listen to what you need. They are one of the best providers for mental health services.”

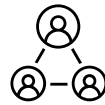


Community Services and Support: Community Outreach

Wellness Centers



Socials



Foro Latino



Mental Health Month



Permanent Supportive Housing



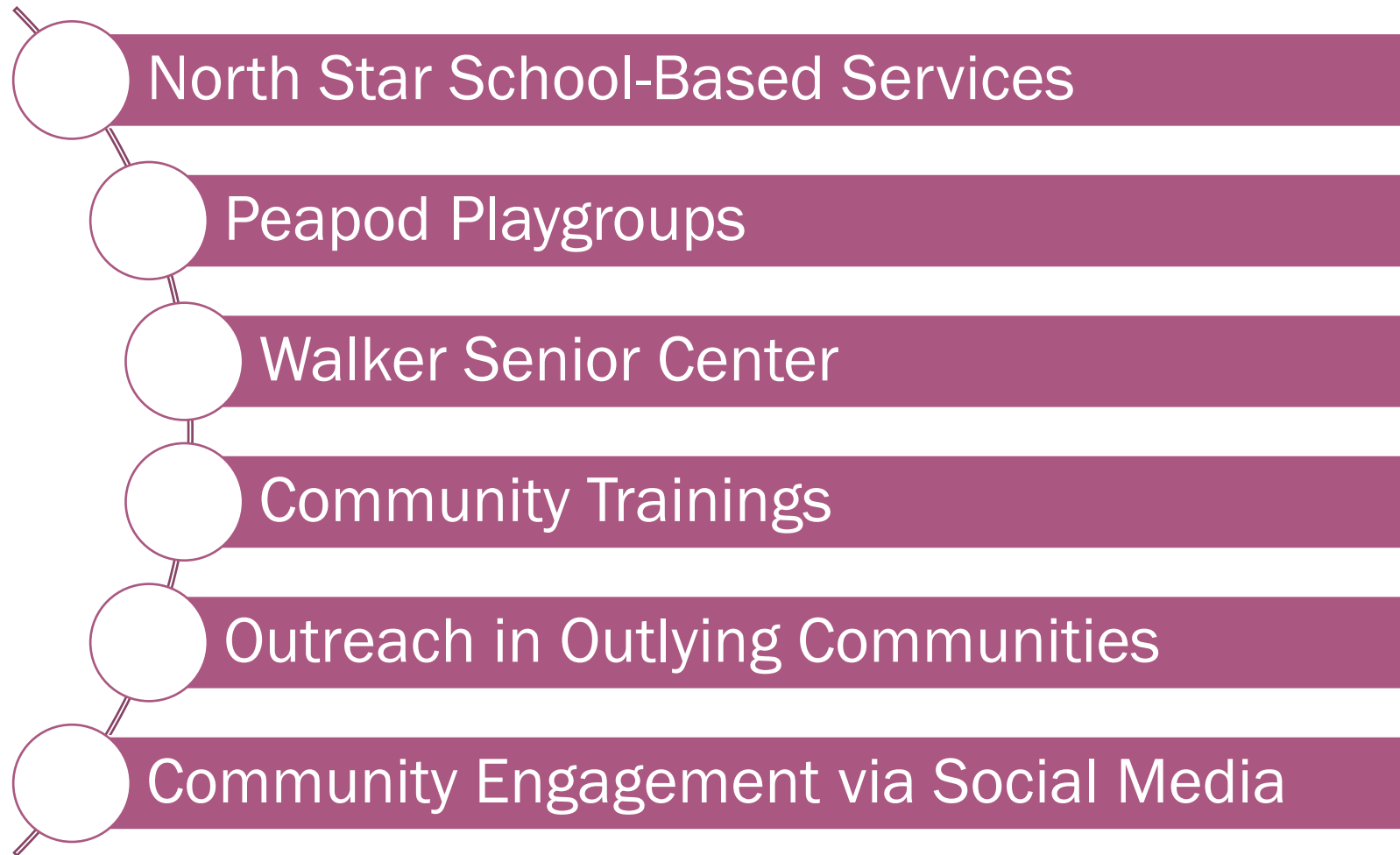
Total Served:
560

Total Budgeted for Programs:
\$278,000
+ one-time housing contribution









**Total Served:
1800**

**Total Budgeted
for Programs:
\$344,000**

Prevention & Early Intervention



“

“Peapod has the best supports for moms and kids.”

“I think your outreach to outlying communities is a wonderful means of engaging people.”



Innovation: Electronic Health Record



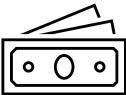
Modern Interface



Human-Centered Design



Revenue Increases



CaAIM Documentation
& Payment Reform



Data-Driven
Decision-Making



Total Budgeted:
\$119,802





**Total Served:
32**

**Total Budgeted
for Programs:
\$168,000**

Workforce Education & Training



Capital Facilities & Technological Needs

Procurement and renovation of a building in Bridgeport to serve as a satellite office for the Full Service Partnership North County Program and to provide wellness programming

Working with County Administrator's office, County Counsel, Finance, and Public Works on the County's property acquisition process

Total budgeted: \$690,000



Achievements in FY 23-24

Clinical

Served 29 FSP clients

Served 7 clients and family members through Wrap, hired a Wrap Parent Partner

Responded to 59 crisis calls and mobile crisis calls

Recruitment and retention of therapists & has two staff attain their Peer Support Certification

Housing

3 households moving in

10 households certified and awaiting lease up

Full transitional house

Working with other funding sources and regional partners on more beds to provide a continuum of services for folks experiencing homelessness

Community

Wellness activities and outreach offered throughout the County

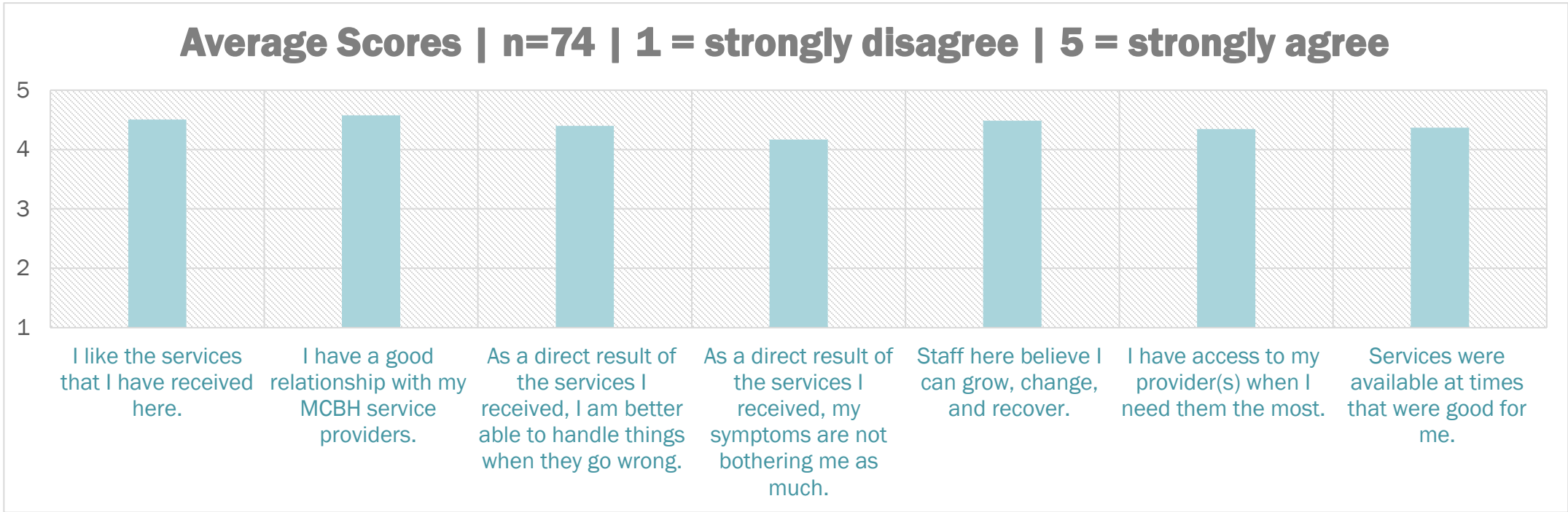
Activities for specific groups: Circulo de Mujeres, Foro Latino, Powwow Dance Classes with Mono Arts Council, LGBTQ+ Potlucks

Mental Health Month activities, including sold-out film screening at Minaret Cinemas

575 community wellness program sessions serving 409 community members



Client Satisfaction in FY 23-24





Plans for Proposition 1



Bond Behavioral Health Continuum Infrastructure Program (BHCIP)

What we know so far...

Competitive \$58M pot of funding for behavioral health facilities ranging from psychiatric hospitals to sobering centers (competing against 20 other counties)

Notice of funding availability will come out this summer

Applications will be due in Fall

What we're doing...

Advocating with California Behavioral Health Directors' Association (CBHDA), Rural County Representatives of California (RCRC), California State Association of Counties (CSAC), State Behavioral Health Leaders

Participating in a workgroup specifically for housing and the bond measure funds

Actively contributing to creative interpretations of the measure, including expanded facility types more suited to small counties, such as recovery residences or board and care facilities

Exploring options for regional collaboration with Inyo and possibly Alpine Counties



Behavioral Health Transformation: MHSA Reform

What we know so far...

Lots of exemptions possible for small counties

Don't anticipate any lay-offs

Many of the requirements that are upsetting to other counties are things we already do

Will require some "re-shuffling" of programs/funding

We will receive less funding

We will be required to do more administrative work

More information will be final January 1, 2025

We plan to update the BOS with any new information as needed

What we're doing...

Advocating with CBHDA, RCRC, CSAC, State BH Leaders

Participating in 9 different workgroups

Actively contributing to creative interpretations of the WIC as CBHDA goes into negotiations with the State to develop the regulations





Thank You





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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Economic Development

TIME REQUIRED 30 minutes

SUBJECT Eastern Sierra Region
Comprehensive Economic
Development Strategy (CEDS)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Liz Grans, Mono County Economic
Development Manager and Film
Commissioner

AGENDA DESCRIPTION:

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

Staff update on the Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS).

RECOMMENDED ACTION:

Receive staff presentation regarding the history and current status of the Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS). Review the draft project list and provide feedback on additional projects to be added for a potential funding application before the final project list is submitted to the Eastern Sierra Council of Governments (ESCOG) meeting on June 26, 2024. Provide any additional direction to staff.

FISCAL IMPACT:

None.

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SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff Report
Project List
CEDS Final Document
CEDS EDA Approval Letter

History

Time	Who	Approval
6/11/2024 9:45 AM	County Counsel	Yes
6/11/2024 11:59 AM	Finance	Yes
6/14/2024 10:07 AM	County Administrative Office	Yes



MONO COUNTY

ECONOMIC DEVELOPMENT Department

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STAFF REPORT

SUBJECT: Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS) Update

RECOMMENDATION: Receive staff presentation regarding the history and current status of the Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS). Review the draft project list and provide feedback on additional projects to be added for a potential funding application before the final project list is submitted to the Eastern Sierra Council of Governments (ESCOG) meeting on June 26, 2024. Provide any additional direction to staff.

BACKGROUND: In October 2022, the Rural County Representatives of California (RCRC) secured a grant to develop an Eastern Sierra Comprehensive Economic Development Strategy (CEDS) aimed at bolstering regional economic growth. Over the following year, teams from the five participating member entities—Alpine County, Mono County, Inyo County, Town of Mammoth Lakes, and City of Bishop—conducted a series of strategic planning sessions both online and in person involving local governments and nonprofits to plan for economic prosperity. The strategy focuses on leveraging regional strengths and navigating shared challenges, with a detailed analysis including a SWOT (Strengths, Weaknesses, Opportunities, Threats) analysis and strategic action plans.

Key components of the CEDS include:

- **Economic Assessment:** The report provides demographic and socio-economic data, labor force analysis, and regional economic overviews, detailing the unique economic situations of the included counties.
- **SWOT Analysis:** This section identifies the region's strengths such as natural assets and tourism, weaknesses like housing and infrastructure challenges, opportunities for growth in sectors like education and housing, and threats from climate change and economic fluctuations.
- **Strategic Action Plan:** The plan outlines goals for improving connectivity, community culture, economic expansion, and diversification. It emphasizes environmental resilience, government affairs, and housing availability.
- **Evaluation Framework:** To support the implementation of these plans, the report includes a framework for tracking progress and adapting strategies based on evolving regional needs.

Overall, the CEDS aims to foster economic stability and growth by addressing both immediate challenges and long-term opportunities, with a significant focus on community engagement and environmental sustainability.

The document was finalized and approved by the ESCOG in December of 2023 and approved by the U.S. Department of Commerce Economic Development Administration (EDA) in January of 2024.

The subsequent phase involves the Eastern Sierra Council of Governments (ESCOG) submitting a roster of projects as an amendment to the CEDS. These projects will be eligible for consideration in a funding application for the upcoming EDA Notice of Funding Availability (NOFA), anticipated next fiscal year.

Economic Development staff has attached the updated Mono County project list which includes projects from the Mono County Capital Improvement Plan (CIP), projects from the work with The Ferguson Group, as well as projects from the Mono County Strategic Plan to include in our submission. Staff will do outreach to local non-profits and tribal organizations for additional projects to include on the list. The final list will be submitted to the ESCOG to approve and submit to the EDA at their June 26, 2024 regular meeting.

In anticipation of an application for funding for one or more projects on our CEDS list, the economic development team has set aside \$20,000 in our regular economic development budget to work with a consultant to submit a project application for funding in the FY 24-25 budget.

Project	Project Description	Project Source
Lee Vining Road Repairs	Rebuild more resilient roads in the Lee Vining area.	Mono County / The Ferguson Group
Escape Roads and Evacuation Routes	General resiliency repairs and maintenance to improve roadways in the County.	Mono County / The Ferguson Group
Regional Dispatch and Emergency Operations Center	Funds to establish a regional dispatch and emergency operations center. Use facility and technology to coordinate emergency response with neighboring communities.	Mono County / The Ferguson Group
Bridgeport Paramedic Station	Funds to provide repairs and maintenance to the Bridgeport paramedic station living quarters.	Mono County / The Ferguson Group
General Paramedic Station Upgrade Earmark	Funds to repair and maintain paramedic station living quarters across the County.	Mono County / The Ferguson Group
Public space/facility earmark	Funds to enhance public facilities like parks and tennis courts.	Mono County / The Ferguson Group
Multipurpose visitor center/community center/economic center	Funds that would allow the County to purchase or repair existing facilities for the purpose of economic development.	Mono County / The Ferguson Group
Fire Truck Acquisition	Replace fire trucks used by volunteer firefighters in the County.	Mono County / The Ferguson Group
Bridgeport Airport Hangar Construction	Funds to build additional aircraft hangars at the Bridgeport Airport, and also for the purposes of improving emergency response operations.	Mono County / The Ferguson Group
Rural Healthcare Facility Construction	Funds to reopen an emergency healthcare clinic in Bridgeport.	Mono County / The Ferguson Group
USFS Water Line Extension	Funds to build a water line from the Bridgeport PUD hookup in Bridgeport to the USFS facility north of town to create infrastructure for USFS housing.	Mono County / The Ferguson Group
Walker EMS Station garage	Funds to add and maintain modifications to an existing paramedic crew station/quarters at the cost of approximately \$250,000. The existing station is a double-wide manufactured home around 60-70 years old that is in need of updated HVAC, flooring, repairs, and a climate-controlled garage to house one ambulance and medical supplies.	Mono County / The Ferguson Group
Two new Stryker gurneys & load systems	Funds to obtain two Stryker gurneys & load systems at a cost of approximately \$200,000. One to replace an older gurney and retrofit a backup ambulance with a load system. The other gurney and load system to be installed in a new ambulance to be ordered in the near future.	Mono County / The Ferguson Group
Two new Stryker stair chairs	Funds to obtain two Stryker Stair Chairs. One to replace in an ambulance that uses the stair chair frequently and is in need of replacement. The other to have in a back-up ambulance that currently does not have one.	Mono County / The Ferguson Group
Bryant Field Airport - Emergency Services Helicopter Landing area		Mono County / The Ferguson Group
Lee Vining Airport - Emergency Services Helicopter Landing Improvements		Mono County / The Ferguson Group
Topaz Bridge Safety Rehabilitation		Mono County / The Ferguson Group
Larson Lane Bridge Safety Rehabilitation		Mono County / The Ferguson Group
Cunningham Lane Bridge Safety Rehabilitation		Mono County / The Ferguson Group
Walker Community Center EV Charging Station		Mono County / The Ferguson Group
Benton Community Center EV Charging Station		Mono County / The Ferguson Group
June Lake Community Center EV Charging Station		Mono County / The Ferguson Group
Crowley Lake Community Center EV Charging Station		Mono County / The Ferguson Group
Lee Vining Avalanche Bypass		Mono County / The Ferguson Group
June Lake - North Shore Drive road upgrade to Avalanche Bypass		Mono County / The Ferguson Group
Pumice Landfill - Fuel Reduction Wood Chipper	Wood chipper to help process materials brought in from forest fuel reduction projects.	Mono County / The Ferguson Group
911 Regional Dispatch Center	Regional police dispatch center to consolidate the individual dispatch centers in several municipalities in the larger area. Could potentially double as a emergency operations center (EOC).	Mono County / The Ferguson Group
Main Street Beautification	Facade improvements, building upgrades, murals, paint and sign upgrades, etc. in all Mono County communities.	Mono County / The Ferguson Group
June Lake Parking Lot	Purchase and refurbish a parking lot for better access to businesses. Parking lot would also contain facility for storage of disaster relief vehicles such as snow plows.	Mono County / The Ferguson Group
EV Infrastructure	Place EV chargers in locations accessible to the public throughout Mono County.	Mono County / The Ferguson Group
CERF Program Planning	STATE ISSUE: Advocate against legislation that would remove California Jobs First (CJF) funding allocations. CJF could be targeted to help relieve the state deficit. (Formerly CERF)	Mono County / The Ferguson Group
Records Management	Funding to digitize and enhance records management. Especially important for mitigating the threat posed by emergencies (in particular, fires that could destroy analogue records).	Mono County / The Ferguson Group
Election Equipment	Elections equipment (in particular, backup equipment and ballot-on-demand equipment to allow ballots to be printed on site).	Mono County / The Ferguson Group
Wireless connectivity equipment for connectivity in the field	Purchase and install wireless routers and connectivity equipment in all EMS and emergency response vehicles. This equipment will ensure that first responders are able to communicate by voice and video in the most remote areas of Mono County. These issues have arisen when behavioral health specialists are unable to communicate with others while on response calls in remote areas.	Mono County / The Ferguson Group

Project	Project Description	Project Source
WIC Women Infants Children	As Congress negotiates government funding for Fiscal Year (FY 2024), the U.S. Department of Agriculture (USDA) is warning of a critical \$1 billion budget shortfall within the Special Supplemental Nutrition Program for Women, Infants and Children (WIC). Urge Congress to take action to fully fund WIC to ensure California does not have to reduce benefits or create waitlists, and so that no participants lose access to the program.	Mono County / The Ferguson Group
Child Care Funding	1) Increase pay for child care providers-provide income parity with Kindergarten teachers. Providers earn approximately 25% of what K teachers make. 2) Decrease family cost of child care by supplementing the Alternative Payment Program for Child Care.	Mono County / The Ferguson Group
Federal Child Tax Credit	Advocate to make the Child Tax Credit permanent. The House voted on 1/31/24 to temporarily expand the Child Tax Credit (CTC). The Wyden-Smith proposal would raise the CTC through 2025, but the credit is still scheduled to decrease in 2026.	Mono County / The Ferguson Group
Mass Care and Sheltering	Advocate for States to receive dedicated funding to allocate to county Health and Human Services to perform mass care and sheltering. Counties that are tasked with Mass Care and Sheltering do not receive dedicated funding to implement these requirements.	Mono County / The Ferguson Group
Land Purchase for Mixed-Use Development, including affordable/workforce housing and main street commercial	\$2,000,000 for the purchase of land on a community "main street" which will improve the health and wellbeing of community residents by allow for greater walkability, lower or beyond net-zero carbon impact, increased healthy by increasing daily steps for residents, increased access to jobs and economic opportunities on the "main street" and increase access to workforce for existing and new businesses in the community. Commercial space opportunities include childcare, medical care, pharmacy, library or other public facilities. Housing space opportunities include affordable workforce and traditional affordable housing to meet county and community needs. Overall building to be built to ultra-efficient, healthy, and comfortable Passive House standard, reducing energy usage by up to 90% for heating and cooling, while improving health, comfort, and reducing infection rates through ventilation and control of humidity. Potential purchase includes around 2 acres of prime developable land on one of the county's community's "main streets". Community qualifies as rural. Purchase would qualify under CDBG rules.	Mono County / The Ferguson Group
Low-Income Housing Tax Credit (LIHTC) program improvements in Tax Bill before Senate	Advocate for the passage of the bill recently passed by the house and the Senate Ways and Means committee, which includes improvements in the Child Tax Credit, and improvements to the LIHTC program (increased 9% credit allocations, and reduced private activity bond minimum for 4% projects)	Mono County / The Ferguson Group
California Radio Interoperability System (CRIS) Radio site at new Jail in Bridgeport	The town of Bridgeport does not have a CRIS radio site. When the new jail and dispatch center go live, communication and connectivity to CRIS will have to rely on a County funded and maintained microwave connection.	Mono County / The Ferguson Group
Dispatch Radio Console equipment for the new Jail and Dispatch Center	Mono County is building a new jail and 911 Dispatch Center that will be tied into the California Radio Interoperability System (CRIS). The existing console system is not capable of console level connectivity with CRIS and will limit functionality of the system.	Mono County / The Ferguson Group
Broadband Funding	Funding to provide Broadband connectivity in remote areas Mono County. Many rural areas do not have good connectivity and in some areas no connectivity at all. This has impacts on public safety, business operations and day to day life.	Mono County / The Ferguson Group
Cybersecurity Funding	Cybersecurity is one of the highest priorities for IT. Safeguarding our systems, data, and information is crucial. As an organization, we must continually work to provide higher levels of security. IT has a number of initiatives that could help us and strengthen the security posture of the organization. This includes Penetration Testing, Vulnerability Management, and developing a Security Profile Roadmap are at the top of the list. Dedicated cybersecurity staff is a large hole in our current environment. a Chief Information Security Office (CISO) and Cybersecurity Analyst are key positions that should be developed and considered for funding.	Mono County / The Ferguson Group
Annex I/II Library Paint	Bridgeport Campus paint to include Annex I/II Library Paint	Mono County Public Works CIP
Prop 68	Prop 68 grant for Mono Lake Park, Lee Vining Streetscape connecting 395 to Guss Hess Park, Bridgeport Park, and Walker Park. Upgrades and ADA improvements to park facilities.	Mono County Public Works CIP
Annex I/II Carpet	New carpeting for Annex I and Annex II	Mono County Public Works CIP
Annex I/II Library Roof	New roofs for Annex I/Annex II/Library	Mono County Public Works CIP
Lee Vining Community Center Ridge Cap	Planning and material phase.	Mono County Public Works CIP
June Lake Substation Stairs	Planning phase for new stairs/concrete for entrance to June Lake Substation	Mono County Public Works CIP
Civic Center Mechanical Yard	Mechanical Yard Enclosure Civic Center to protect equipment including HVAC from the elements.	Mono County Public Works CIP
Tennis Court Renovation - Chalfant	Chalfant tennis court resurfacing	Mono County Public Works CIP
Shutters - Mono County Civic Center	Civic Center - east side shutters	Mono County Public Works CIP
New trash cans at Bridgeport Campus	Purchase and install bear-proof trash cans and dumpsters around Bridgeport campus.	Mono County Public Works CIP
Civic Center Carport	Carport/3-sided cover for generator and two parking spaces at Civic Center	Mono County Public Works CIP
Whitmore Shelter Improvements	Whitmore Animal Shelter siding replacement	Mono County Public Works CIP
New Courthouse Generator	Generator for Courthouse replacement	Mono County Public Works CIP
New ADA Water Fountains	Drinking Fountains with bottle fillers for all parks that are ADA and frost proof	Mono County Public Works CIP
Storage - Bridgeport Shop	Storage building for shop for landscape equipment	Mono County Public Works CIP
June Lake Guardrail	Fence at June Lake/ Parking guardrail rebuild	Mono County Public Works CIP

Project	Project Description	Project Source
Windows at June Lake Community Center	Replace the windows at the June Lake Community Center	Mono County Public Works CIP
Generator Cover at Memorial Hall, Bridgeport	Shed roof needed for Memorial Hall Backup Battery/Generator Cover	Mono County Public Works CIP
Community Housing	Funding for community housing, specifically a mix of subsidized and market rate rentals with a set percentage of units set aside for townhome-style ownership	DeChambeau Creek Foundation/Lee Vining Chamber
Special district infrastructure	Upgrades to aging and exorbitantly expensive water distribution systems, wastewater collection and treatment systems, local fire department facilities and rolling stock (vehicles)	DeChambeau Creek Foundation/Lee Vining Chamber
Public Lands infrastructure	Repairs and upgrades to parking lots, toilets, roads, trails (prioritize near- and connecting-community trails), campgrounds and visitor centers (especially Mono Basin Scenic Area Visitors Center and Bridgeport Ranger District information center).	DeChambeau Creek Foundation/Lee Vining Chamber
Forest Restoration and Community Fire Resiliency Capacity building	Investments in local workforce capacity to implement local forest restoration plans resulting in the reintroduction of fire on the landscape and enhanced forest ecological and watershed health, as well as local workforce capacity to implement community resiliency efforts from home hardening to defensible space.	DeChambeau Creek Foundation/Lee Vining Chamber
Public Parks enhancement	Investments in local parks (including creation in park-poor communities such as Mono City) focused on bathrooms, water bottle fill-stations, landscaping, play equipment, sports fields, interpretive trails and facilities, exercise equipment (similar to Bishop City Park) and skate/bike parks.	DeChambeau Creek Foundation/Lee Vining Chamber
Antelope Valley FPD	Static water supplies in strategic locations within the District area.	Mono County/ Community Development/ Special District
Birchim CSD	Updating infrastructure – providing updated pipelines, a backup storage tank, shut-off valves, a backup generator, and individual water meters.	Mono County/ Community Development/ Special District
Bridgeport FPD	Fire station improvements and an addition of a Type 6 brush truck	Mono County/ Community Development/ Special District
Bridgeport PUD	Funding for an approximately four mile water main extension to serve up to 15 new connections for U.S. Forest Service housing.	Mono County/ Community Development/ Special District
Chalfant Valley CSD	Addition and remodeling improvements to the fire station. Recruitment of firefighters and EMTs. Improved District radio equipment.	Mono County/ Community Development/ Special District
Hilton Creek CSD	Improvements including wastewater treatment plant clarifier replacements and emergency generator.	Mono County/ Community Development/ Special District
June Lake FPD	Wildland fuels management projects within the community and on surround Forest lands.	Mono County/ Community Development/ Special District
June Lake PUD	Sewer slip lining, lift station, and treatment plant upgrades. Maintenance and capital improvement to aged system. Need for groundwater well to supplement surface water sources.	Mono County/ Community Development/ Special District
Lee Vining FPD	Improvements to the fire station, address budget shortfall, and community outreach	Mono County/ Community Development/ Special District
Lee Vining PUD	Drilling and adding a well to the water system, establishing a second water supply for the water system, Existing water source vulnerability to wildfire, and providing long-term capacity improvements.	Mono County/ Community Development/ Special District
Long Valley FPD	Sunny Slopes fire station, Type 1 engine, and water tender.	Mono County/ Community Development/ Special District
Mono City FPD	Fire station improvements and expansion to shelter a new water tender.	Mono County/ Community Development/ Special District
Paradise FPD	Fuel reduction projects, planning for fire station improvements.	Mono County/ Community Development/ Special District
Wheeler Crest FPD	Firefighter training and retention and aged fire station in need of replacement.	Mono County/ Community Development/ Special District
White Mountain FPD	A new water tender, fire protection water supply, upgrade to communications infrastructure, improvements to the Benton fire station as the primary long range project. If improvements occur at the Benton Station a relocating, repurposing of buildings to Hammil is proposed to create a second station.	Mono County/ Community Development/ Special District
Recreation Center	A public recreation center to serve the Antelope Valley	Antelope Valley RPAC
Existing Business Upgrades	Improvements to the Bridgeport General Store and the Walker Country Store	Bridgeport Indian Reservation
Community Recreation Center	Community recreation center with daycare options	Bridgeport Indian Reservation
New Hub Spot for recreation ability specific information.	Disabled Sports Eastern Sierra would like to build out a location to invite people with disabilities to gather and get information about accessibility information in the Eastern Sierra	Disabled Sports Eastern Sierra
Green Business Program	Sustainability initiatives that have economic development co-benefits. The HSEF needs \$15,000 in annual program funding to support the Eastern Sierra Green Business Program's success in unincorporated Mono County. They aim to assist Mono County in meeting local and state sustainability mandates, including waste diversion goals, carbon neutrality targets, renewable energy and water conservation objectives.	High Sierra Energy Foundation
Technical Assistance	Add capacity to Chamber, increase volunteer and training opportunities	Lee Vining Chamber of Commerce
Event Funding	Planning, implementation, funding, management, infrastructure for events.	Lee Vining Chamber of Commerce
June Lake Business Improvement District	Technical assistance needed to start and implement a Tourism Business Improvement District (TBID)	June Lake Chamber of Commerce
June Lake Parking Lot	Additional parking is needed in downtown June Lake in to support the businesses, job growth and retention.	June Lake Chamber of Commerce
Technical Assistance	Add capacity to Chamber, increase volunteer and training opportunities. Hire employee to manage chamber.	June Lake Chamber of Commerce
Antelope Valley Recreation Center	Recreation center located in Antelope Valley	Northern Mono Chamber of Commerce
Event Funding	Establish events to keep tourists in Antelope Valley overnight to support businesses	Northern Mono Chamber of Commerce
Technical Assistance	Add capacity to Chamber, increase volunteer and training opportunities	Northern Mono Chamber of Commerce
Event Funding	Local and tourist based event funding	Bridgeport Chamber of Commerce

Project	Project Description	Project Source
Technical Assistance	Add capacity to Chamber, increase volunteer and training opportunities	Bridgeport Chamber of Commerce
Housing	All levels and units of housing	All agencies and nonprofits
Daycare/childcare	All levels of daycare and childcare	All agencies and nonprofits
	Road improvements, building improvements, broadband	Southern Mono Historical Society
Mono Basin Historical Society projects	<p>1. The MBHS needs an endowment, grant or a County funded staff position for a curator position. (Perhaps seasonal). We do not have the budget to keep the museum open on a regular basis throughout the season. A curator position could be a seasonal position but there is plenty of work in the museum (cataloging, display rotation etc.) that we could keep a curator busy throughout the year. We used to receive a yearly grant from SCE that partially funded a seasonal curator but that grant is no longer available. We are currently only able to keep the museum open 4 days per week (with volunteers) instead of the 7 days per week we have in the past.</p> <p>2. Need to repair/replace/upgrade several cases.</p> <p>3. Need to install safety fencing around the outdoor exhibits. This is being asked by our liability insurance. This project would include removing the grass around the outdoor exhibits and replacing with crushed rock saving water and preserving/protecting the exhibits from water damage.</p> <p>4. Refurbish the Upside down house – (replace floor, create a handicap access, replace outside railing) – The Upside down house is a big draw to the museum and to our area. Many of our visitors say they came to Lee Vining to see the Upside Down House that they saw on Huell Howser's California's Gold.</p>	Mono Basin Historical Society
Trail Stewardship in Mono County	Friends of the Inyo hires a seasonal crew of Trail Ambassadors from May-September every trail season to address deferred maintenance on USFS trails: dismantling illegal fire rings, packing out trash, cross-cutting downed trees blocking trail, improving the trail corridor so traffic is passable... all while making educational LNT visitor contacts to mitigate any harmful impacts. Additionally, the TAs lead educational interpretive programs throughout the summer.	Friends of the Inyo

COMPREHENSIVE ECONOMIC
DEVELOPMENT STRATEGY (CEDs)

Eastern Sierra Region

2024-2029



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This Comprehensive Economic Development Strategy is made possible in part from a grant from US Department of Commerce Economic Development Administration (EDA).

Golden State Finance Authority is honored to have served as the contract manager and grant administrator for this project on behalf of its member counties.



Executive Summary

The following Comprehensive Economic Development Strategy (CEDS) represents a commitment towards collaborative economic development between key stakeholders in Alpine, Inyo, and Mono Counties. These counties comprise the Eastern Sierra Region of California and together are planning for economic prosperity through the leveraging of shared strengths and navigation of shared challenges.

The plan will be adopted by the Eastern Sierra Council of Governments (ESCOG), which includes Inyo and Mono Counties as members. Alpine County will adopt the plan through a resolution and work closely with ESCOG and its member agencies throughout implementation.

About The Eastern Sierra Council of Governments

The Eastern Sierra Council of Governments (ESCOG) is a Joint Powers Authority (JPA) agency made up of the following member agencies: City of Bishop, the Town of Mammoth Lakes, Inyo County, and Mono County. The ESCOG coordinates regional planning and economic development efforts throughout the Eastern Sierra, working cooperatively with local, state, and federal partners to support community development, economic diversification, sustainable recreation, ecosystem management, and climate resiliency for a more prosperous, sustainable, and resilient region.

The ESCOG is empowered to work across jurisdictional boundaries by the Sustainable Recreation and Ecosystem Management Program, the Community Economic Resiliency Fund Pilot Program and the Inyo Mono Broadband Consortium Program, which were adopted by the resolution of all four member agencies¹.

The ESCOG will serve as the lead entity in the region to submit the plan to the US Department of Commerce Economic Development Administration (EDA), track plan progress and submit annual progress reports as required by the EDA.

¹ Organization description provided by [ESCOG](#)

SWOT Analysis

Strengths

- Connection to Community
- Tourism & Recreation Industry
- Community Resilience
- Natural Assets

Weaknesses

- Housing
- Public & Utility Land Ownership
- Talent Attraction & Retention
- Remoteness

Opportunities

- Housing & Infrastructure
- Education & Entrepreneurship
- Industry Diversification
- Transportation

Threats

- Climate Change & Natural Disaster
- Infrastructure
- Government Relations
- Cost of Living

VISION STATEMENT

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

Strategic Action Plan

The strategic action plan builds on this vision by building goals and objectives around the following focus areas:

ACCESS & CONNECTIVITY

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature.

COMMUNITY & CULTURE

The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies.

ECONOMIC EXPANSION & DIVERSIFICATION

With the undisputed asset of a healthy tourism and outdoor recreation industry, regional leaders want to leverage the industry's benefits for economic growth while pursuing opportunities for economic diversification in pursuit of increased community resiliency.

ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

The region has a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and “bouncing back,” calling for efforts related to environmental resilience and sustainability.

GOVERNMENT AFFAIRS & ADVOCACY

Regional collaboration and advocacy with state and federal entities is an important strategic implementation item and essential to pursue promising state and federal funding opportunities.

HOUSING AVAILABILITY & LAND USE

The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by rising housing costs and lack of opportunities for development.

ACCESS & CONNECTIVITY

GOAL: Improve and enhance regional access and connectivity within the region and with surrounding geographies.

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.

COMMUNITY & CULTURE

GOAL: Maintain and capitalize on strong community culture.

- Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Garner support for new economic development-related initiatives, projects, etc. by developing and capitalizing on strong community engagement.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.
- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

ECONOMIC EXPANSION & DIVERSIFICATION

GOAL: Grow and diversify the regional economy through support of existing and new businesses.

- Build relationships with existing businesses and respond to their needs.
- Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Initiate and support efforts related to real estate solutions that complement industry and residential needs.
- Thoroughly study and review the status of the labor market and gaps in workforce services provision, for both employers and individuals.
- Identify additional data-informed opportunities that may exist for economic diversification and expansion.

ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

GOAL: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events.

- Reduce the challenges experienced by residents and visitors during climate events.
- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.
- Consider sustainable tourism as a budding industry with workforce needs and entrepreneurial opportunities.

GOVERNMENT AFFAIRS & ADVOCACY

GOAL: Promote stronger government affairs & advocacy efforts.

- Build capacity within ESCOG and its partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.
- Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.
- Equip local government partners with knowledge and capacity for identifying and securing federal funding to ensure relevant opportunities can be pursued.

HOUSING AVAILABILITY & LAND USE

GOAL: Increase stock and availability of housing units with a focus on affordability for regional workforce.

- Increase amount of available land for private development.
- Work to improve and expand housing stock on available land.
- Expand additional housing options within affordable range for regional workforce.

The strategic action plan includes an evaluation framework to support implementation. It provides action steps, timelines for implementation, suggested metrics, and possible funding sources. The ESCOG will review progress on an annual basis and use the evaluation framework to assist with submission of the CEDS Annual Performance Report required of the EDA. Strategies and implementation plans may be updated as new information is gathered or new priorities are identified.

Recent updates to the EDA's guidelines for the CEDS process include that the concept of economic resilience must be incorporated into the process and the final plan. In the Eastern Sierra CEDS, economic resilience emerged as a theme that touched several main themes and priority areas and is incorporated in several key areas throughout the plan.

Introduction

This CEDS represents a commitment towards collaborative economic development between key stakeholders in Alpine, Inyo, and Mono Counties. These counties comprise the Eastern Sierra region of California, and together are planning for economic prosperity through the leveraging of shared strengths and navigation of shared challenges.

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2

Organization description provided by [ESCOG](#)

What is a CEDS?

A Comprehensive Economic Development Strategy (CEDS) is a unified, regionally focused action plan that provides a framework for an area's economic growth and community development. The CEDS serves as an economic blueprint for the region and establishes a collaborative process that will help create jobs, foster more stable and diversified economies, and improve living conditions. It is a continuous planning process that addresses the economic challenges and opportunities of an area, providing objectives to strengthen economies through regional strategies which focus on economic and workforce development, quality of life, transportation, and other vital infrastructure. This five-year CEDS will guide the direction of the Eastern Sierra region from 2024-2029, encouraging new, collaborative efforts at the regional and local levels.

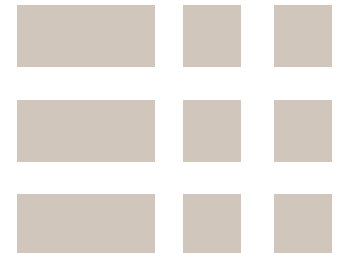
The Eastern Sierra CEDS addresses the four required elements of a CEDS, including:

- **Summary Background** of the region's economic conditions and demographics.
- **SWOT Analysis** to identify the region's strengths, weaknesses, opportunities, and threats.
- **Strategic Direction/Action Plan** to incorporate tactics identified through the planning process, other plans, and stakeholder feedback to develop the priority strategies for the region.
- **Evaluation Framework** to identify and monitor performance measures associated with the plan.

For more information about the EDA and investment priorities related to CEDS, please visit <https://www.eda.gov/funding/investment-priorities>.

Eastern Sierra Comprehensive Economic Development Strategy

The CEDS builds on the region's strengths, prioritizes key regional priorities, and emphasizes intentional collaboration to encourage coordinated growth and prosperity, as informed by data analysis and stakeholder engagement. The 2024-2029 Eastern Sierra Regional CEDS was designed for regional, city, and county economic development practitioners, business leaders, elected officials, and stakeholders implementing programs that support the growth of businesses and enhance opportunities for individuals to access economic mobility in the region. The key component of this CEDS is to maintain and bolster the regional economy and job growth by continued linkage of the region's workforce skills and strengths, recreational assets and amenities, and to meet the needs of high-growth and emerging industries by maximizing assets in each of the three counties.



Summary Background and Regional Overview

Cultural Assets

General Community Culture

The Eastern Sierra region in California includes Alpine, Inyo, and Mono Counties. The region boasts a rich history of mining, ranching, and agriculture, which has influenced the region's cultural heritage, and it is also known for its stunning natural beauty and abundance of outdoor recreational experiences. The region is home to the Sierra Nevada Mountain Range, including Mount Whitney, the highest peak in the contiguous United States, as well as a few national forests, wilderness areas, and state and national parks. Residents and visitors can experience desert and mountain landscapes with access to lake settings as well. The Eastern Sierra region is largely rural, with many small towns and communities scattered throughout the region. These rural areas offer a unique blend of traditional and modern lifestyles, with a focus on outdoor recreation and a connection to the natural environment.

Tribal Communities

The Eastern Sierra Region includes a significant population of indigenous communities. Each tribe has a rich history in the region and provides meaningful economic impact for the counties in which they are located.

Alpine County is densely populated with indigenous people making up about a quarter of the entire county's population³. It houses some land belonging to the Washoe Tribe of California and Nevada, though most of the tribe's land and resources reside in Nevada. The Hung-A-Lel-Ti Community, also known as the Woodfords Community is the Southern band of the Washoe Tribe and is located in the Woodfords/ Markleeville area of Alpine County. Key assets here include the Woodfords Indian Education Center (WIEC) which provides education services to tribal youth and the Hung-A-Lel-Ti Wellness Center and Gym which hosts recreational activities and aspires to offers Washoe language and cultural classes for the community.



³ [Headwaters Economics](#) and [U.S. Census Bureau](#)

Inyo County is home to the Fort Independence Tribe of Paiute Indians, Bishop Paiute Tribe, the Lone Pine Paiute-Shoshone Tribe, the Big Pine Paiute Tribe of the Owens Valley, and Timbisha Shoshone Tribe of Death Valley. Inyo County’s active economic development efforts put forth by tribal communities have led to many unique assets. A large travel plaza within the Fort Independence reservation welcomes visitors to the area’s natural desert beauty. The Bishop Paiute Tribe boasts an exciting casino and commercial park that currently houses a Bureau of Land Management facility, DMV office, the Toiyabe Indian Health Project, and more. Finally, the Owens Valley Paiute-Shoshone Cultural Center is a critical resource for the entire Eastern Sierra region in terms of historic preservation and community programming, as a center dedicated to sharing and preserving the history and cultural heritage of those indigenous to the Owens Valley.

Mono County is home to the Bridgeport Indian Colony, Utu Utu Gwaitu Tribe of the Benton Reservation, Mono Lake Kutzadika’a Tribe, and Antelope Valley Indian Community. These tribes maintain strong connections to their land, traditions, and communities which influence many of their current activities. Benton Station, owned and operated by the Benton Paiute Reservation, has been running for several years and is a beloved stop for travelers visiting Yosemite National Park and surrounding attractions. The Bridgeport Indian Colony has taken a leadership position in Northern Mono County by recently purchasing the Walker Country Store and Bridgeport General Store. Mono Lake Kutzadika’a Indian Community Cultural Preservation Association organizes traditional walks annually coordinating with neighboring tribes to experience the land and ecosystems and pass down valuable historic knowledge.

Tribal Communities in the Eastern Sierra Region	County
Washoe Tribe of California and Nevada	Alpine
Antelope Valley Indian Community	Mono
Bridgeport Indian Colony	Mono
Mono Lake Kutzadika’a Tribe	Mono
Utu Utu Gwaitu Tribe of the Benton Reservation	Mono
Big Pine Paiute Tribe of the Owens Valley	Inyo
Bishop Paiute Tribe	Inyo
Fort Independence Tribe of Paiute Indians	Inyo
Lone Pine Paiute-Shoshone Tribe	Inyo
Timbisha Shoshone Tribe of Death Valley	Inyo

Table 1: Tribal Communities in the Eastern Sierra Region

Regional Tourism Assets

There is significant pride across the region for the unique, accessible natural assets that attract visitors from near and far. Many visitors that come to the region for various recreation and tourism activities are residents of other areas in California. For example in Mono County, Californians comprised nearly half of the County's total visitation in 2018⁴. Other visitors to the region come from all corners of the United States, as well as internationally, due to the draw of well-known assets including, but not limited to, Death Valley National Park and the Pacific Crest Trail. The region's tourism partners showcase a wide range of experiences and activities, including guided tours and maps around themes of leaves changing and arts and culture, hot spots for wildflowers and fishing, theater festivals, and outdoor recreation activities for all four seasons. The region houses several museums that showcase artifacts and tell the stories of the tribes and settlers that have contributed to the rich history in the region.

Outdoor enthusiasts can enjoy a wide range of activities in the Eastern Sierra, including hiking, backpacking, camping, fishing, hunting, rock climbing, mountain biking, and winter sports such as skiing and snowboarding. The region is also a popular destination for water sports, with numerous lakes, rivers, and streams offering opportunities for boating, kayaking, canoeing, and paddleboarding.



Natural Assets

The Eastern Sierra region's natural assets are plentiful⁵. Death Valley National Park is located in the southeastern part of Inyo County and features breathtaking landscapes, including sand dunes, salt flats, and rugged mountains, and offers a wide range of activities for visitors, including but not limited to hiking, camping, wildlife viewing, and stargazing. Mono County boasts the Mammoth Lakes area, with world-class skiing and snowboarding. The John Muir Wilderness in the Inyo National Forest spans 100 miles across the Sierra Nevada mountain range and offers some of the best backpacking opportunities in the region. The Pacific Crest National Scenic Trail, including the John Muir Trail, spans 2,650 miles from Mexico to Canada and passes through Alpine, Inyo, and Mono Counties, a unique experience for backpackers and equestrians.

A non-exhaustive list of notable natural assets includes:

- Alabama Hills Recreation Area
- Ancient Bristlecone Pine Forest
- Ansel Adams Wilderness
- Bodie State Historic Park
- Carson River Hot Springs
- Death Valley National Park
- Devils Postpile National Monument
- Eldorado National Forest
- Headwaters to Lake Tahoe
- Hoover Wilderness
- Humboldt-Toiyabe National Forest
- Inyo National Forest
- Manzanar Historical Site
- Mono Basin National Forest Scenic Area
- Mono Lake Tufa State Natural Reserve
- Mount Whitney in the Sierra Nevada range
- Sierra National Forest (just outside the region)
- Stanislaus National Forest
- Yosemite National Park (just outside the region)

Demographic and Socioeconomic Data

Population Estimates

The data presented in this section has been collected for the purpose of identifying trends and other aspects associated with economic development strategies. In many cases the data comes from public sources such as the U.S. Census Bureau (Census) and the American Community Survey (ACS), for which the 2021 5-Year Estimates are presented. These data sets are widely regarded as the most accurate estimates available. However, these sources do have their limits. In the case of very low-population regions, the ACS estimates have an unusually high reported margin for error. Such is the case with Alpine County, California⁶. Because Alpine County is only one of three counties presented in much of the data sets and estimates below, the effect on the overall accuracy is not necessarily problematic. However, in situations where only Alpine’s estimates are presented, the uncertainty in this data should be considered.

POPULATION TRENDS 2010-2025



Figure 1: Eastern Sierra Region Population Trends, 2010-2025 (proj.). Sources: ACS/ Lightcast Q1.2023.

⁶ For example, the estimated 2021 population for Alpine County is 1,344, but the Margin of Error (MoE) is stated as a plus or minus 228. This means that the ACS estimates with 95% certainty that Alpine County’s population is somewhere between 1,116 and 1,572. These high MoEs suggest a relatively large uncertainty in the accuracy of the data presented.

Age

The population pyramid in Figure 2 contains the population, gender, and age distribution estimates for the three-county region. Of note is the 20+ percent of the population that is older than the “retirement age” of 65. Adding individuals 55-64 years old who are “approaching retirement” brings the number of individuals over 55 years to 36.44% of the population. This is ten percentage points higher than the statewide average. For context, there are fewer individuals between 25 and 54 years of age in the region of Alpine, Inyo, and Mono counties than over 55 years of age.

This aging population may pose a threat to the regional economy in the coming years as another 16.3% of the population will reach age 65 in the next ten years. This likely means that more people will exit the workforce than will enter it if current trends remain consistent. An aging population can also place a greater strain on regional resources, infrastructure, and services.

EASTERN SIERRA REGION POPULATION PYRAMID

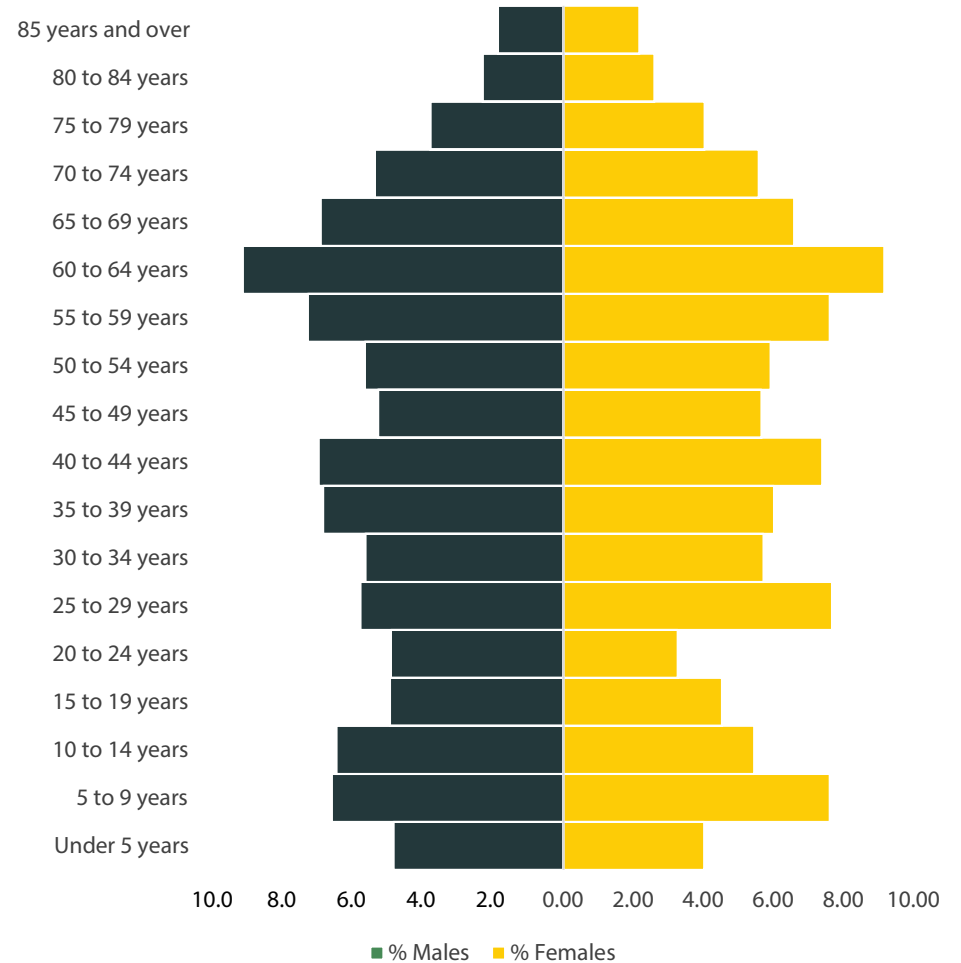


Figure 2: Eastern Sierra Population Pyramid, Source: 2021 ACS 5-Year estimates

Race and Ethnicity

Overall, the racial breakdown of the three-county region is just over three-quarters White, over eight percent American Indian and Alaskan Native, and another 8.5 percent two-or-more races. Mono County has the largest percentage of White and Asian-American residents.

According to ACS estimates, the three-county Eastern Sierra region is roughly one-quarter Hispanic or Latino. Inyo and Mono Counties largely represent a similar ethnic distribution. However, estimates for Alpine County indicate that the population is just under 15% Hispanic or Latino.

POPULATION BY ETHNICITY

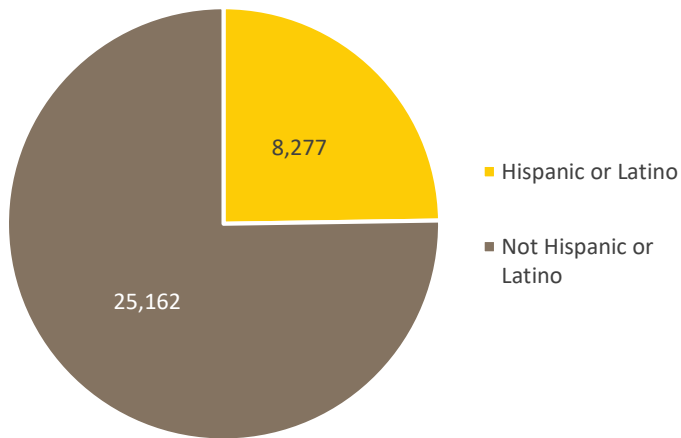
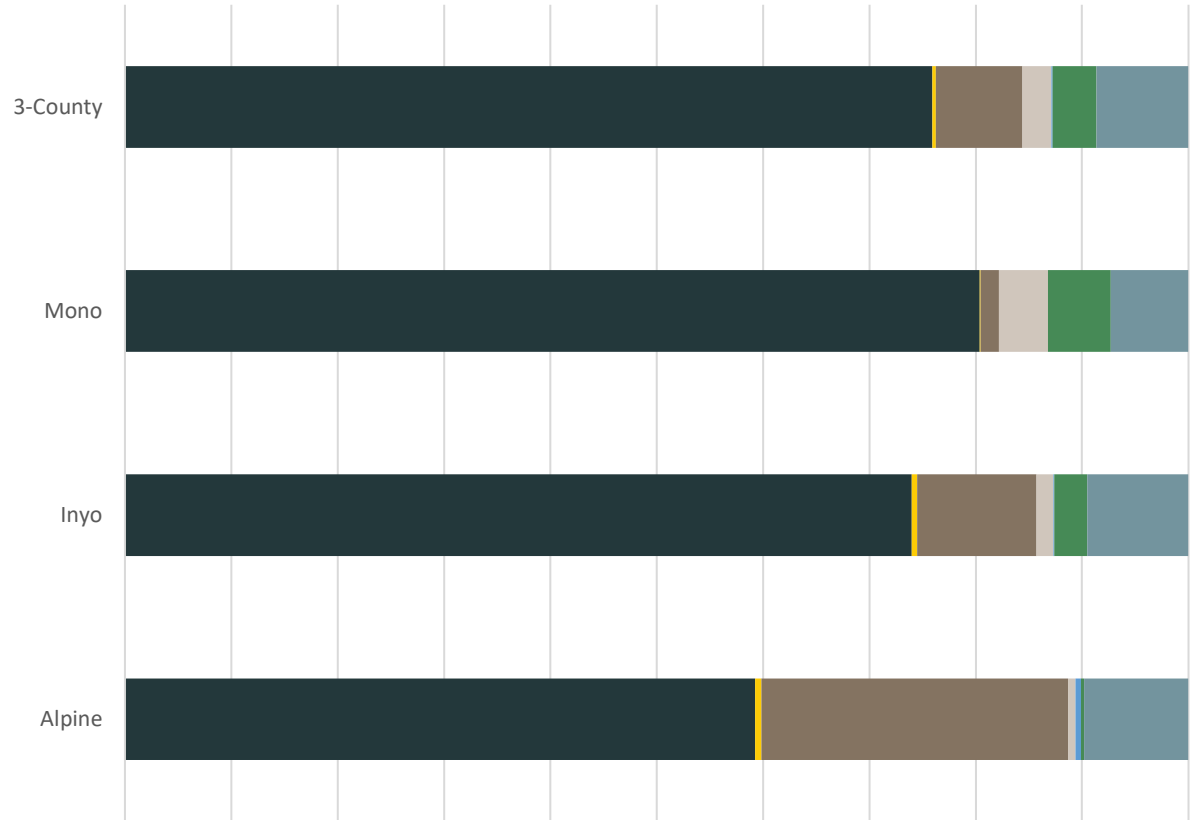


Figure 3: Eastern Sierra Population by Ethnicity, Source: ACS: 2021 5-Year Estimates

POPULATION BY RACE



	Alpine	Inyo	Mono	3-County
White	59.20%	74.00%	80.30%	75.92%
Black or African American	0.60%	0.50%	0.10%	0.34%
American Indian and Alaska Native	28.80%	11.20%	1.70%	8.12%
Asian	0.70%	1.60%	4.60%	2.75%
Native Hawaiian and Pacific Islander	0.50%	0.10%	0.00%	0.09%
Some other race	0.30%	3.10%	5.90%	4.12%
Two or more races	9.80%	9.50%	7.30%	8.65%

Figure 4: Eastern Sierra Population by Race. Source: ACS 2021 5-Year Estimates.

Poverty

According to 2021 statistics, poverty is most prevalent among children throughout the region. While overall poverty is estimated in the three-county region at just over 10.5%, Alpine County is estimated to have the highest rate of poverty at 12%. For residents in the region ages 25 and over, poverty is most prevalent among those who are not high school graduates at 22%. Although White residents make up a vast majority of the counties, the poverty rate for these individuals is below 9%, where poverty rates in the Native American and African American communities is 15.41% and 14.29% respectively.

POVERTY STATUS BY AGE BRACKET

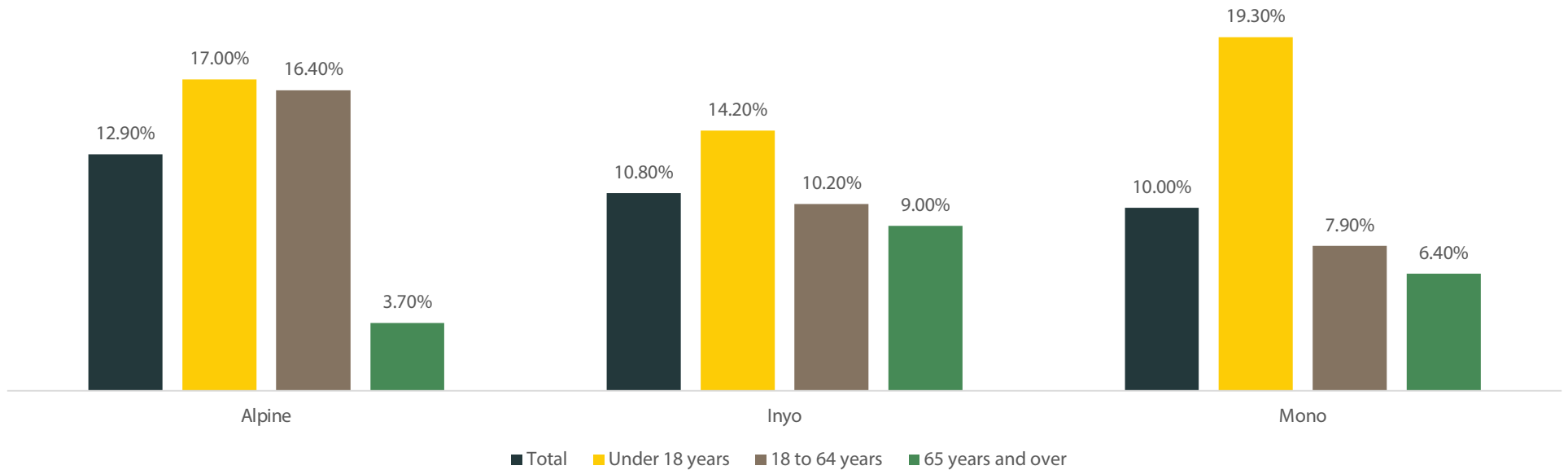


Figure 5: Poverty Status by Age Bracket. Source: ACS 2021 5-Year Estimates.

Housing Statistics

Median Household Income

According to ACS estimates, Alpine County has the highest median household income (MHHI) in the region at \$96,000. This would be higher than the statewide median of \$84,907. However, as is often the case in many popular tourism areas, these figures may be inflated by incomes associated with vacation or other second-homes. It is likely that the median income for full-time residents is significantly lower.

The MHHI for renter-occupied households in all three counties is roughly the same at around \$54,000. For Inyo County, there is an unusually small gap between the MHHI of owner-occupied and renter-occupied households. Alpine County shows the largest gap between these two groups of residents.

MEDIAN HOUSEHOLD INCOME BY TENURE

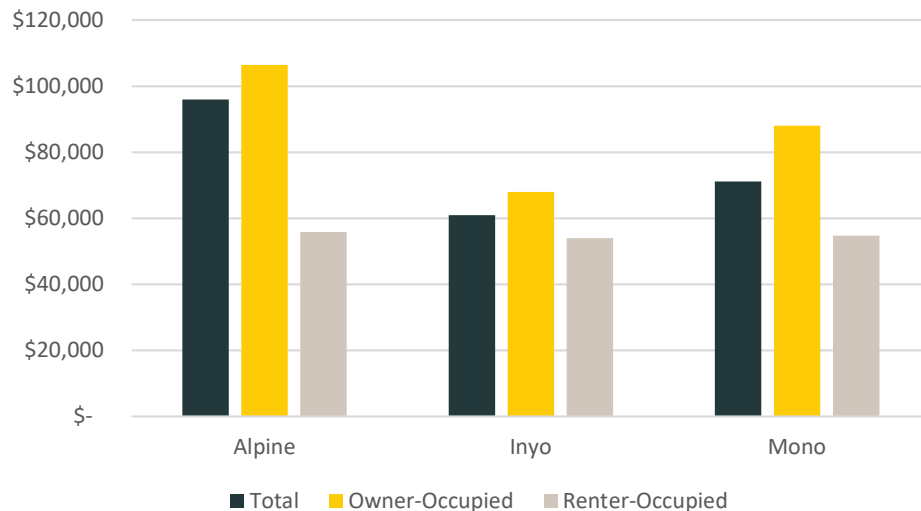


Figure 6: Median Household Income by Tenure. Source: ACS 2021 5-Year Estimates.

Seasonal Homes & Vacancy

Given the region’s natural beauty and recreational appeal, a significant amount of the housing stock is owned by non-permanent residents. Owners of these homes likely use their properties as vacation homes for short-term stays, and they hold permanent residence elsewhere. Since these seasonal homes are unoccupied for much of the year, they are considered to be “vacant” by the American Community Survey. As such, the data associated with the homes (and their owners) is excluded from the analysis of the non-vacant housing stock provided throughout the remainder of this report.

SEASONAL HOMES & VACANCY

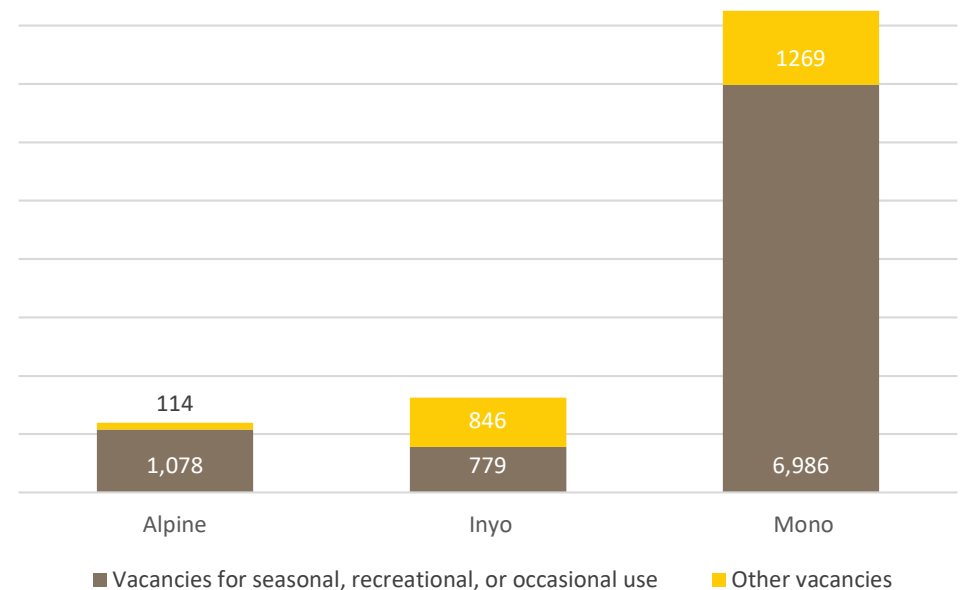


Figure 7: Seasonal Homes & Vacancy. Source: ACS 2021 5-Year Estimates

Housing Costs 2017-2021

From 2017-2021, monthly housing costs across the three counties appear to have been affected differently by the COVID-19 pandemic. These costs rose dramatically in many regions across the country due to the pandemic, and Mono County appears to have shown a similar trajectory with a 31.32% increase in housing costs from 2017 to 2021. Housing costs in Alpine County rose by about 12.4% over the same period. Estimates in Alpine County show a significant adjustment during the years of 2020 and 2021. Housing costs had been dropping in the years leading up to the COVID-19 outbreak but jumped significantly after 2020.

MEDIAN MONTHLY HOUSING COSTS 2017-2021

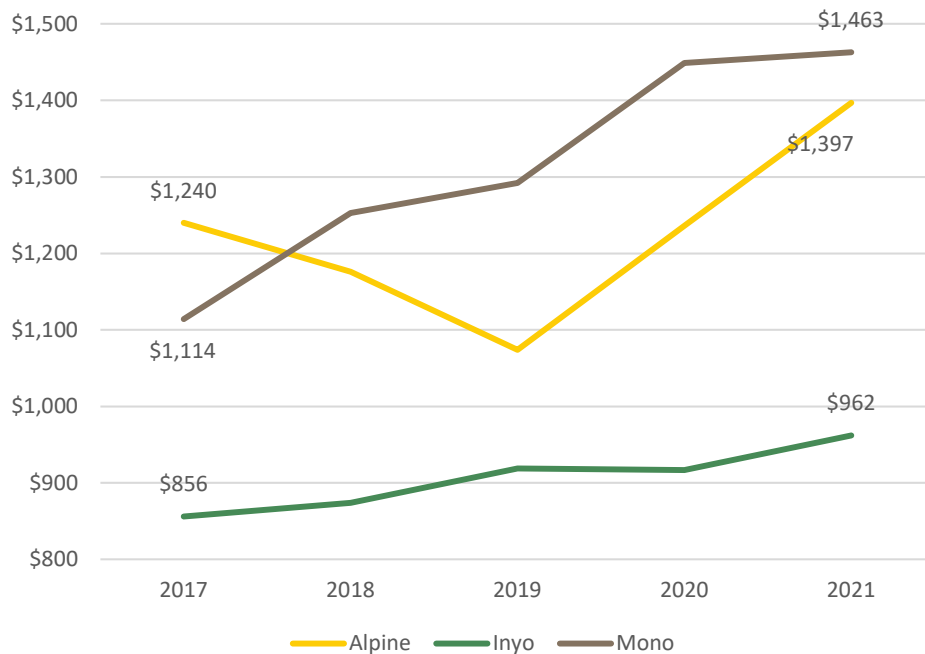


Figure 8: Median Housing Costs 2017-2021. Source: ACS 2021 5-Year Estimates.



Housing Cost Burden

The U.S. Department of Housing and Urban Development (HUD) designates a household as “cost burdened” if more than 30% of the household’s income is spent on housing costs, which include mortgage/rent and utilities. Where housing costs top this 30% threshold, it is determined that the household is having to limit expenses on other essential needs such as food, clothing, etc.

According to ACS estimates, Alpine County has the lowest incidence of housing cost burden, with a highly unusual 10% of renter-occupied households receiving this designation. The causes for this anomaly are yet to be fully determined but is in part the result of higher-than-average income estimates and relatively low median rental costs.

In general, the percentage of cost-burdened households in the three-county region is somewhat low relative to many communities around the country. However, it should be noted that the available ACS data are 5-year estimates, with the most recent data coming from 2021. In the last two years, the housing market has experienced significant shifts which could result in greater cost burden; if regional household incomes have fallen or stagnated while housing costs have risen, the financial strain placed on owners and renters alike could be increasing. While the figures below indicate that between a fifth and a third of residents in the region are spending more than 30% of their income on housing costs, the true incidence of housing cost burden could be higher.

Housing Development and Trends

Housing development, like many types of development across the region, is limited by the lack of privately owned land. New housing development is likely to be infill or redevelopment, as communities have little room to expand. Additionally, some stakeholders noted that second homeowners and short-term rentals further constrict the housing market, driving up prices and limiting housing stock.

PERCENT OF HOUSEHOLDS COST BURDENED BY TENURE

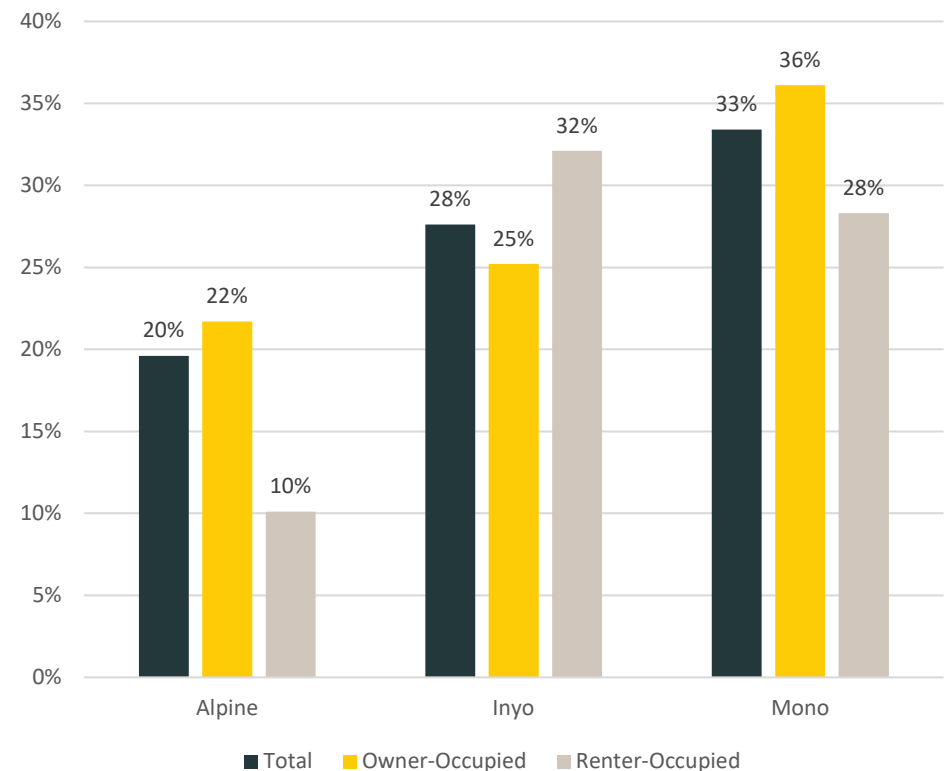


Figure 9: Percent of Households Cost Burdened by Tenure. Source: ACS 2021 5-Year Estimates.

Cost of Living

Table 2 contains cost of living estimates in Alpine, Inyo, and Mono counties as determined by the MIT Cost of Living Calculator⁷. These figures compare what is considered a “living wage” and “poverty wage” to the state’s minimum wage. In almost all cases, the minimum wage does surpass the poverty wage throughout the region, although in some cases it does not. According to these estimates, the minimum wage is not considered a living wage for any type of household. While this is not necessarily uncommon, it is not currently possible in any scenario to live comfortably on a minimum wage in the region.

	1 ADULT (1 WORKING)				2 ADULTS (1 WORKING)				2 ADULTS (BOTH WORKING)			
	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children	0 Children	1 Child	2 Children	3 Children
Alpine												
Living Wage	\$16.39	\$35.08	\$45.57	\$61.40	\$26.80	\$33.63	\$38.58	\$43.82	\$13.40	\$19.69	\$25.07	\$30.65
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
Mono												
Living Wage	\$18.48	\$39.33	\$52.97	\$72.23	\$28.40	\$35.43	\$40.38	\$46.06	\$14.20	\$21.80	\$28.46	\$35.91
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50
Inyo												
Living Wage	\$16.60	\$35.57	\$46.61	\$63.00	\$27.17	\$33.65	\$38.61	\$43.86	\$13.59	\$19.93	\$25.55	\$31.40
Poverty Wage	\$6.53	\$8.80	\$11.07	\$13.34	\$8.80	\$11.07	\$13.34	\$15.61	\$4.40	\$5.54	\$6.67	\$7.81
Minimum Wage	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50	\$15.50

Table 2: Eastern Sierra Cost of Living. Source: MIT Cost of Living Calculator.

⁷ [MIT Living Wage Calculator](#)

Community Health

Table 3 displays the 2023 County Health Rankings for the State of California⁸. Prepared by the University of Wisconsin Population Health Institute, the County Health Rankings and Roadmaps program develops health metrics for nearly every county in the country. These rankings represent data from dozens of measures from health outcomes and behaviors. In Table 3, the county ranks (from 1 to 58, encompassing all California counties) are provided for each of the Eastern Sierra counties based on its score for each ranked measure.

County	Length of Life	Quality of Life	Health Behaviors	Clinical Care	Social & Economic Factors	Physical Environment
Alpine County	29 th	21 st	29 th	49 th	53 rd	1 st
Inyo County	45 th	45 th	28 th	36 th	21 st	2 nd
Mono County	1 st	34 th	25 th	31 st	12 th	6 th

Table 3: Community Health Rankings for Eastern Sierra Counties. Source: University of Wisconsin Population Health Institute.

Labor Force Analysis

Labor Force Participation

Although the three-county Eastern Sierra region exhibits a 64.6% Labor Force Participation Rate (LFPR), the regional numbers are significantly impacted by the higher LFPR in Mono County (82.4%). The lower rates in Alpine and Inyo Counties likely reflect national trends that show lower labor force participation in areas with indigenous communities, especially those living on reservation lands⁹. For comparison, statewide LFPR in 2023 has hovered around 62.1%, and US LFPR has hovered around 62.6% for the same time period.

County	Civilian, Non-Institutionalized Population (16+ years)	Labor Force	Labor Force Participation Rate (LFPR)
Alpine	1,137	578	50.8%
Inyo	15,472	8,236	53.2%
Mono	10,773	8,879	82.4%
3-County Region	27,382	17,693	64.6%

Table 4: Labor Force Participation Rates. Source: Lightcast, 2023.Q1.

9 [A 2019 report from the U.S. Bureau of Statistics \(BLS\)](#) detailed these trends, showing that “American Indians and Alaska Natives (AIAN) had... a higher unemployment rate, and a lower labor force participation rate than the overall U.S. population. In addition, the unemployment rate was higher for AIANs who lived in an AIAN area—that is, a federal or state American Indian reservation or off-reservation trust land, tribal statistical area, or Alaska Native village statistical area—than AIANs who lived elsewhere.”

Unemployment

As Figure 10 demonstrates, unemployment rates across the three counties remained relatively close to one another up to 2019, with Alpine County showing slightly higher unemployment. Inyo County’s labor force participation was affected the least by the COVID-19 pandemic.

UNEMPLOYMENT RATES 2016-2021

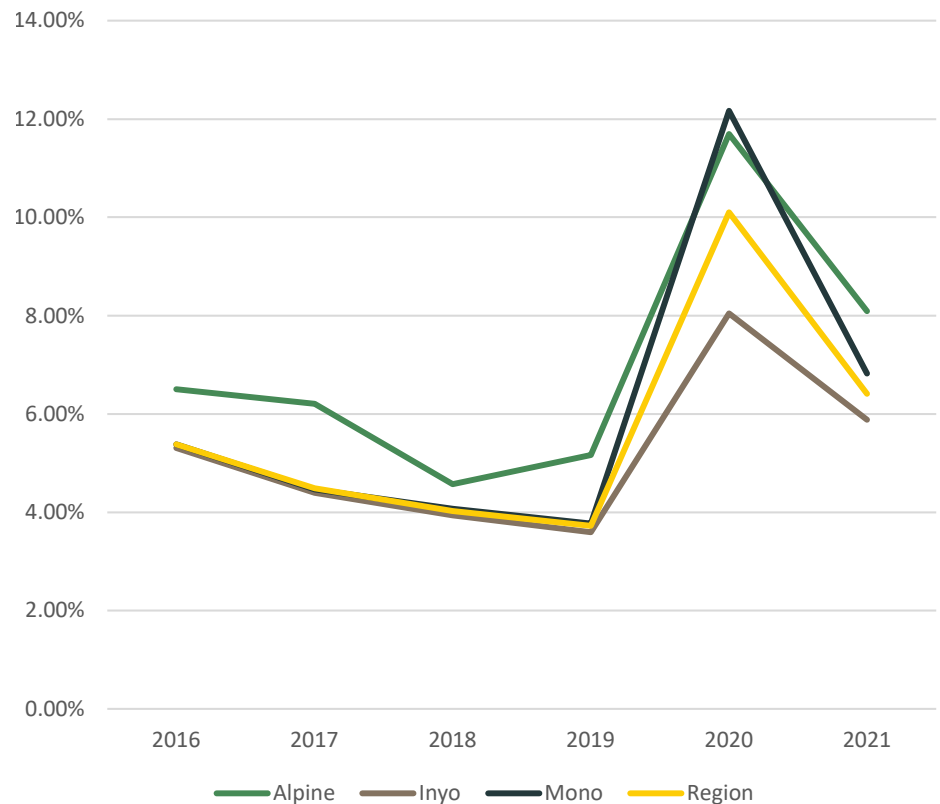


Figure 10: Unemployment Rates 2016-2021. Source: ACS 2021 5-Year Estimates.

Job Opportunities in the Region

Healthcare jobs lead the region in terms of monthly job postings, with administrative, sales, maintenance, management, and food service roles following and closely grouped together. Job postings represent opportunities in a range of industries and occupations, indicating that the region can support residents with diverse and varied skillsets. Of the top occupations in terms of job postings, high levels of educational attainment may not be required, but technical training or some post-secondary education is likely needed to meet job requirements.

Occupation	Unique Average Monthly Postings (Apr 2022 - Mar 2023)
Healthcare Practitioners and Technical	50
Office and Administrative Support	30
Sales and Related	29
Installation, Maintenance, and Repair	29
Management	27
Food Preparation and Serving Related	26

Table 5: Average Monthly Job Postings for Eastern Sierra Region. Source: Lightcast Q1.2023.



Educational Attainment Levels

Among Eastern Sierra counties, Mono ranks last in educational attainment levels at the low end, with over 6% of the population never entering high school and another 7% not finishing high school. All three counties rank evenly with nearly a quarter of the population having attended some college but without earning a degree. Alpine County ranks highest among the three with bachelors and graduate degrees.

The region does have some opportunities for its residents to pursue higher education locally through institutions like Cerro Coso Community College in the Kern Community College District. They have campuses in Bishop and Mammoth Lakes in addition to online-only offerings. However, the community college, along with new and existing skills training providers, could be leveraged better to play a more prominent role in the region's economic and workforce development.

County	Less than 9 th Grade	Some HS, No Diploma	HS Diploma	Some College, No Degree	Associate's Degree	Bachelor's Degree	Graduate Degree and Higher
Alpine	3.1%	2.1%	21.0%	24.6%	4.2%	23.3%	21.6%
Inyo	3.1%	4.7%	30.9%	24.5%	9.1%	16.3%	11.4%
Mono	6.3%	7.3%	22.2%	24.7%	10.9%	18.1%	10.4%
Eastern Sierra Region	4.3%	5.6%	27.1%	24.6%	9.6%	17.3%	11.4%
California	8.9%	7.1%	20.7%	20.2%	8.0%	21.7%	13.4%
United States	4.7%	6.2%	26.3%	19.8%	8.8%	20.8%	13.3%

Table 6: Educational Attainment. Source: Lightcast Q1.2023.

Infrastructure Assets

Physical infrastructure is an important component to any community, but even more so in the Eastern Sierra region where connectivity is vital to supporting the tourism industry that contributes largely to the region's economy. Safe roads, public transportation networks, air service and more are essential in providing visitors with a seamless and enjoyable experience, encouraging repeat visits, and attracting more tourists to explore the area's abundant natural assets, like those listed earlier.

Highways and Interstates

Major thoroughfares connect the region to surrounding geographies. In Inyo County, US-395 runs North-South, CA-190 runs East-West, CA-127 and CA-178 cross the Southeast corner, and I-168 crosses the Northwest corner. In Mono County, US-395 runs North-South, CA-120 runs East-West, and US-6 crosses the Southeast corner. In Alpine County, CA-4 connects the Southwest and Northeast corners, CA-88 North crosses the Northwest corner, and CA-89 connects CA-4 and CA-88.

Public Transportation

In Alpine County, public transportation options include Alpine County Community Development's Dial-A-Ride program, which operates Monday through Friday from 8am to 9pm to a limited number of destinations in the county and the surrounding areas for a small fee. While Amtrak and Greyhound do not operate directly in Alpine County, some stops outside the county can be accessed by residents via the Dial-A-Ride program.

The Eastern Sierra Transit Authority exists as a joint agency serving Inyo and Mono Counties and provides routes throughout the region accessible from several in-demand locations. Limited ground transportation options exist outside of the region, with routes to Lancaster and Reno running Monday through Saturday, excluding holidays. Expanding and improving access to public transit is a priority for the two counties, as a more robust system could serve indigenous communities and through-hikers as well as facilitate any forced evacuation necessary in response to natural disaster.



Airports

Although no international airports or major commercial airports exist in the region, residents and tourists are mostly served by neighboring Los Angeles International Airport, Reno/Tahoe International Airport, Sacramento International Airport, and Las Vegas Harry Reid International Airport.

The region does contain regional and general aviation airports, including Eastern Sierra Regional Airport in Bishop offering seasonal commercial service to Denver and San Francisco as well as Mammoth Yosemite Regional Airport near Mammoth Lakes. Other general aviation airports include Independence, Lone Pine, Furnace Creek, Trona, Lee Vining, and Bryant.

In 2005, an industrial site feasibility analysis identified potential for a light industrial park/real estate opportunity related to the footprint of the Eastern Sierra Regional Airport in Bishop. Should that project and infrastructure-related needs that would support that project rise to a priority level for planning and funding, this could contribute to economic diversification opportunities for current and future businesses in need of an expanded industrial real estate footprint.



Broadband & Cellular Service

Connectivity in the region is poor compared to federal goals and minimum thresholds for service. Although data about levels of service reported to the FCC by internet service providers is not made publicly available in real time, Form 477 indicates that for much of the region, no provider reports service faster than the minimum threshold to be considered broadband, 25/3mbps.

Speed test results reinforce the level of service providers report, with large portions of the region producing average speed test results below 25/3mbps. Slow speeds are likely the result of legacy technology or wireless infrastructure failing to meet consumers not in close-range.

Poor broadband and cellular connection impact quality of life and economic opportunities for residents, but it also poses a threat in terms of emergency response and public safety. Gaps in cellular connection regionwide make emergency communication challenging for those who may be in need of immediate assistance, and those who may be responding.

Although existing service is less than adequate to meet the needs of residents relying on broadband connectivity for work, school, or leisure, a significant fiber backbone exists in the region as a resource for potential network expansion. Regional officials are currently engaging providers to discuss potential buildout from existing infrastructure.

Important state investments in broadband are incoming through California Senate Bill 156, which was signed into law in July of 2021. The bill has allocated roughly \$6 billion for the construction of a statewide open access middle-mile network, some last mile infrastructure, a loan loss reserve for local governments, and local technical assistance grants. Engagement throughout planning and last-mile allocations could help to close existing broadband gaps across the region.

In addition to California SB 156, it was announced in June 2023 that the State of California will receive approximately \$1.86 billion in funding from the federal Broadband, Equity, Accessibility, and Deployment (BEAD) grant program, created to ensure all Americans can access affordable, accessible, and reliable high-speed internet service by 2030. This is an important advocacy opportunity for the region to ensure the region receives a fair share of California's BEAD funds to improve high-speed internet access for residents and businesses.

Regional Environmental Considerations

Alpine County was founded at the onset of the discovery of silver deposits in the Sierra Nevada Mountains, and since its formation residents have celebrated the beauty of the landscape and the natural resources present while simultaneously recognizing the natural hazards and conservation needs that accompany the landscape. The county is 96% public land, and residents and local officials are invested in preserving the natural assets present.

Mono County, with arid valleys alternating between Eastern Sierran peaks, was also formed at the onset of the discovery of natural resources in the area. The gold rush attracted thousands of new residents, some of whom continued to stay and ranch or engage in other enterprise after mining for gold was no longer lucrative. Roughly 94% of Mono County is publicly owned.

Inyo County also contains arid valleys and tall peaks, with silver mines originally drawing settlers to the area. Those originally drawn to the area to mine silver expanded to salt, tungsten, and borax. Mining was lucrative throughout the early 1900s, with ranching activity also popular among settlers. Roughly 98% of Inyo County is publicly owned.



Energy Supply

Alpine County

Alpine County Residents receive energy from providers Liberty Utilities, Pacific Gas & Electric, and Kirkwood Meadows Public Utility District. Power lines supply energy to county residents and businesses, but the lines are especially vulnerable due to the environmental extremes the area experiences. Historically, high winds, severe thunderstorms, wildfires, public safety power shutoffs, and winter storms have been the main causes of electrical utility loss in Alpine County. The fragmented water and wastewater utility provision in the county stands to be uniquely affected by power outages, as many do not have backup generators per the county's 2018 Hazard Mitigation Plan¹⁰.

Mono County

Privately-owned Southern California Edison serves the Town of Mammoth Lakes and most of Mono County. Unincorporated Coleville and Walker are served by Liberty Utilities, and the southeastern tip of the county is served by member-owned Valley Electric Transmission. The county is primarily served by two main transmission lines and 13 substations, and failure or disruption of a line or substation due to natural hazards or equipment malfunction is a more-frequent countywide disruption.

Inyo County

Three agencies provide electricity to Inyo County: Southern California Edison serves most of the county, and Los Angeles Department of Water and Power (LADWP) and The Valley Electric Association serve some smaller communities. The county has 17 power plants, 14 hydroelectric facilities, and three geothermal power plants. The county has two major power lines and 25 substations, which must remain secure in order to prevent outages.



Water Quality & Supply

Aging infrastructure and environmental hazards may threaten water quality for humans and for wildlife. Regionally, provision of water is fragmented and relies on several small suppliers with limited resources and communication. Additionally, many residents rely on private wells and septic systems for their daily water supply. Hazard mitigation strategies focus on preserving water resources and ensuring the resilience of water infrastructure.

Much of the region's land is owned by the City of Los Angeles and is restricted for use as an important watershed for the city. This extreme restriction on land use within the region for the benefit of communities outside the region has been a topic of contention politically and has contributed to the extremely limited land that is available to the region for development.

Alpine County

A few public utility districts operate or provide water services in Alpine County, including Bear Valley Water District, Kirkwood Meadows Public Utility District, Markleeville Public Utility District, South Tahoe Public Utility District, and Washoe Utility Management Authority. Private utility companies Lake Alpine Water Company, Markleeville Water Company, and Woodfords Mutual Water Company also provide water and wastewater services to consumers.

Mono County

Largely unincorporated Mono County is supplied through a number of special districts tapping into groundwater wells. Other areas rely on private wells and septic systems for their water supply. Although Mono Lake exists in the region as a significant resource, the LADWP diverts water that previously flowed into the lake and has rights to the surface water as part of a controversial purchase.

Inyo County

Similar to Mono County, a controversial purchase by the City of Los Angeles limits the water resources that county residents can access. Los Angeles purchased water rights to the Owens River and diverts almost all of the water through an aqueduct. Many water systems exist in the county relying on groundwater and surface water.

Air Quality

Wildland fires pose the biggest threat to air quality in the region. Residents must remain alert to air quality reports when in proximity to a wildland fire, as it can take weeks for smoke and fire-related particulates to clear.

Recent wildland fire seasons have run longer than anticipated and resulted in air quality alerts to the Eastern Sierra from the Great Basin Unified Air Pollution Control Board. Sensitive groups including those with respiratory illnesses must be especially cautious in response to these alerts.

The Great Basin Unified Air Pollution Control Board also highlights the emptied Owens Lakebed¹¹, from which water was diverted to the City of Los Angeles in 1913, as one of the largest sources of particulate matter less than 10 microns in diameter, known to cause health problems when inhaled. The particulate matter affects those living up to, and in some cases exceeding, 50 miles from the lakebed, and mitigation efforts have been focused on the area, but dangerous particulate matter still remains.



Climate Change & Hazard Mitigation

Climate change is expected to exacerbate existing hazards in the region and to contribute to increased frequency and extremity of natural disasters including wildland fires, drought, dam vulnerability, and more.

Existing hazard mitigation plans were developed prior to 2020 and chose not to profile the hazard type “Epidemic,” as no recent or historic events had occurred at the time. Soon after, COVID-19 interrupted all parts of daily life, guaranteeing that future planning efforts will include considerations for similar situations.

All counties elected to assess the risk level of various hazards using slightly different frameworks and methodologies. Hazard profiles included below may lack uniformity but reflect the decisions and priorities of local leaders.

Alpine County

Alpine County’s hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Communication/Utility Loss	High
Drought	High
Severe Weather	High
Wildland Fire	High
Earthquake	Moderate
Flood	Moderate
Hazardous Material Event	Moderate
Landslide	Moderate
Avalanche	Low
Dam Failure	Low

Table 7: Alpine County Hazard Classification. Source: Alpine County Hazard Mitigation Plan.

Nature, location, extent, and probability of future events are discussed for each hazard. After extensive profiling, strategies and recommendations were developed to reduce the possibility of damage and losses due to each hazard. Goals include expanding existing avalanche warning systems, updating ordinances pertaining to septic system maintenance, reviewing and retrofitting county buildings and schools to withstand earthquake events, increasing capacity of drainage systems, and adopting a County grading ordinance. The plan also recommends that a feasibility study be conducted to determine whether a biomass-to-bioenergy facility is viable in the county.

Mono County

Mono County’s hazard mitigation plan profiles 12 hazards:

Hazard	Risk Level (1-4)
Wildfire	3.4
Severe Winter Weather & Snow	3.2
Earthquake & Seismic Hazards	2.9
Volcano	2.8
Climate Change	2.8
Drought	2.6
Severe Wind	2.4
Flood	2.3
Landslide	2.2
Avalanche	2.1
Dam Failure	2.0
Hazardous Materials	1.9
Disease/Pest Management	1.6

Table 8: Mono County Hazard Classification. Source: Mono County Multi-Jurisdictional Hazard Mitigation Plan.

Each hazard is discussed in terms of hazard level, hazard history, and likely impacted locations. Risk is also discussed in terms of likelihood and land ownership. Measures recommended to mitigate hazards include improving cell and radio coverage, considering the creation of additional emergency access routes, requiring newly designed structures to be retrofitted to withstand priority hazards, developing a grant program to ensure building exteriors can become code-compliant, maintaining a list of isolated and vulnerable residents who may require special emergency response services, and acquiring properties in avalanche zones.

Inyo County

Inyo County's hazard mitigation plan profiles 10 hazards:

Hazard	Risk Level
Drought	High
Flood	High
Seismic Hazards	High
Severe Weather	High
Wildfire	High
Avalanche	Medium
Dam or Aqueduct Failure	Medium
Disease/Pest Management	Medium
Geological Hazards	Medium
Hazardous Materials	Medium

Table 9: Inyo County Hazard Classification. Source: Inyo County Hazard Mitigation Plan.

Hazards are discussed in terms of history, impacts, locations, extent, future risk, and climate change considerations. Actions for mitigation include improving telecommunication infrastructure, informing residents of potential hazards, restricting access to avalanche-prone areas, encouraging the use of pest-resistant vegetation in landscaping projects, exploring opportunities to diversify water sources, and requiring new development to occur outside of fault rupture hazard zones.



Regional Economic Overview

The region's economy is supported by a robust and diverse outdoor tourism and recreation sector, with Government and Accommodation and Food Services appearing as top industries in terms of number of jobs, location quotient, and competitive effect. The success of these industries can be attributed to the diverse and largely publicly owned natural assets that drive outdoor recreation and tourism across the region.

Government, manufacturing, and utilities are also notable components of the region's economic fabric. Government activity makes up a large portion of the region's jobs and economic activity. The sector is amplified by the National Park Service, National Forest Service, and other federally owned and maintained land. Manufacturing also accounts for a large number of jobs and share of economic output, primarily in beverage and tobacco products (categorized as a single sub-industry at this level of analysis) as well as wood products and electronics. Utilities account for about 110 jobs in the region, which is notable relative to population size and contributes to a high location quotient.

Top Industries

The region's top industries when examining 2-digit NAICS codes enforce the importance of government jobs, which include roles at all levels of government, but excludes public schools and hospitals. Accommodation and food services in addition to retail trade follow Government at key employers in the region and indicate the importance of tourism to the region's economy.

TOP INDUSTRIES BY 2021 JOBS

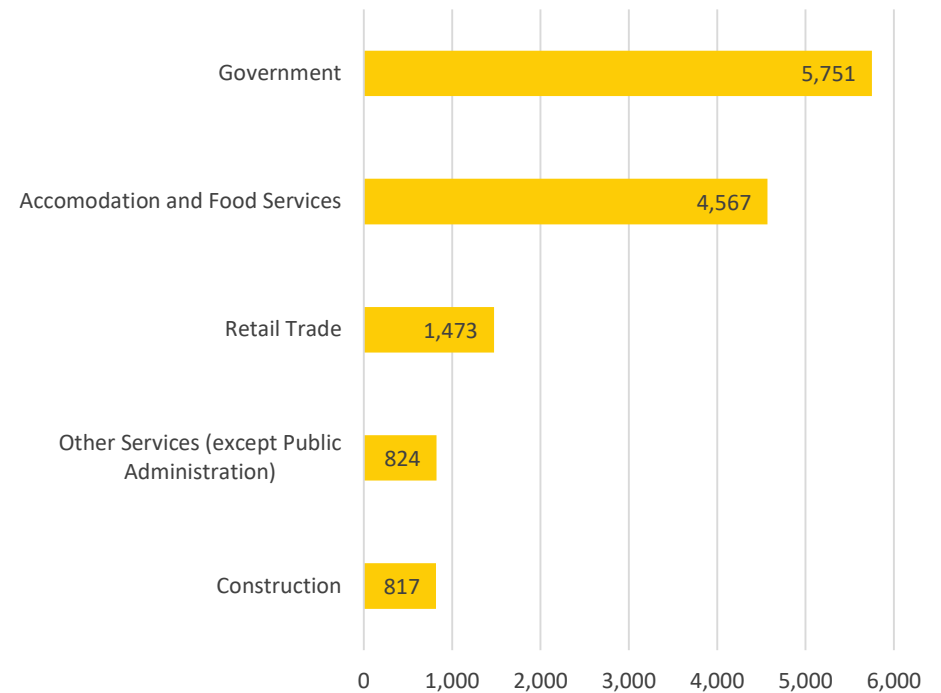


Figure 12: Top Regional Industries by Job Count. Source: Lightcast Q1.2023.

Top Growing Industries

By number of jobs, the Accommodation and Food Services industry was the top growing industry in the region from 2017 to 2022. The estimated 100-job growth only represents a 4% increase for the already robust industry, a lower rate of growth than smaller industries included. It should also be noted that the Accommodation and Food Services industry has the lowest wages and highest location quotient of all industries on the list below, with average annual earnings of \$39,624 (the only top growing industry with average annual earnings below \$50,000) and a location quotient of 3.82 (the only top growing industry to exceed a location quotient of 1).

The agriculture industry has been a focus of regional leaders and elected officials, with a [2020 report](#) outlining opportunities in Mono and Inyo counties. The report outlines the economic impact of the agriculture industry and emerging opportunities for the region, solidifying the industry as a promising field for growth and development.

It must also be noted that growth in certain industries is limited by land availability, given that the majority of the region's land is not privately owned. Interfacing with the agencies responsible for maintaining the region's vast supply of publicly owned land will be a critical step in any industry expansion.

NAICS Code	Industry	2017 Jobs	2022 Jobs	Change in Jobs	% Change in Jobs
72	Accommodation and Food Services	4,935	5,143	207	4%
56	Administrative and Support and Waste Management and Remediation Services	307	408	100	33%
31	Manufacturing	361	454	93	26%
62	Health Care and Social Assistance	468	555	86	18%
23	Construction	766	790	24	3%
48	Transportation and Warehousing	71	87	16	23%
61	Educational Services	95	105	10	11%
11	Agriculture, Forestry, Fishing and Hunting	96	101	5	6%

Table 10: Top Growing Industries in the Eastern Sierra Region, Lightcast 2023

Top Occupations

Regional top occupations include jobs in industries related to tourism and hospitality, with retail, food service, and facilities jobs represented as a sizeable share of the top spots. Healthcare occupations also appear on the list, re-enforcing the importance of the healthcare industry as hospitals also include two of the region's largest employers. The presence of protective service jobs in the region's top occupations indicates again the importance of government-supported positions and mostly include public safety and first-responder positions.

TOP OCCUPATIONS

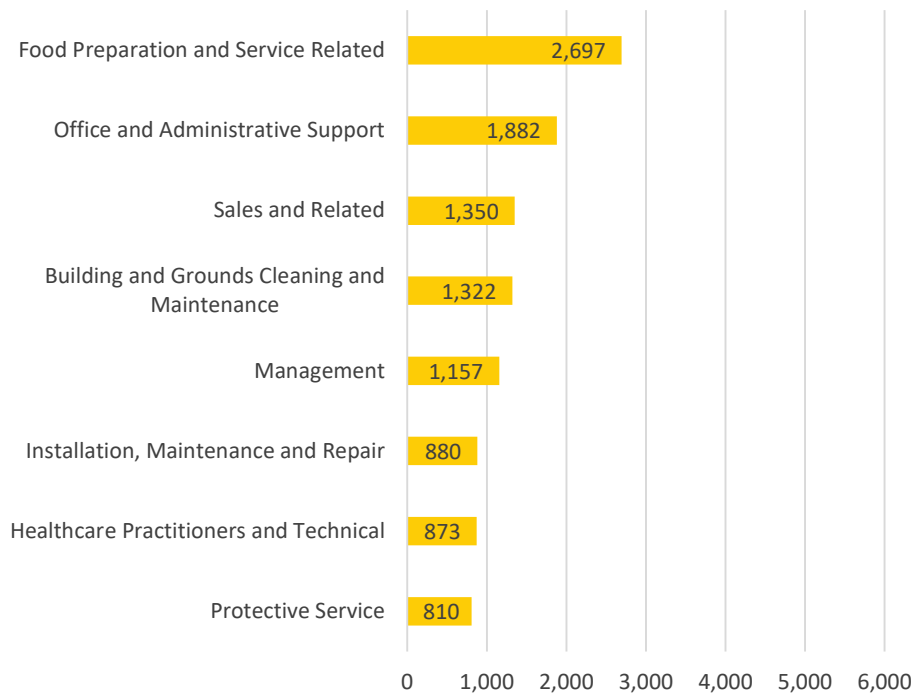


Figure 13: Eastern Sierra Top Occupations by Job Count. Source: Lightcast Q1.2023.

Wages and historic growth in the region's top industries can help to paint a complete picture of the workforce and economic conditions that the region must manage. Of the leading eight occupations, the top three have shed jobs in the past five years, and the following five have added jobs. Jobs loss data in food service, and to a lesser extent, sales, likely is still reflecting pandemic-era job shocks in these industries. Growth in the remaining top industries contribute to a modest total job growth of 266, a reflection of the region's stable population size in recent years.

Of the region's top eight occupations, only three typically support wages adequate to support cost of living in most scenarios. Individuals with children or without a working partner may struggle to manage expenses while working in food service, facilities, sales, and potentially office and administrative work or maintenance and repair work.

Occupation	Growth	Wages
Food Preparation and Serving Related	-416	\$15.86
Office and Administrative Support	-214	\$20.01
Sales and Related	-84	\$15.92
Building and Grounds Cleaning and Maintenance	+96	\$16.27
Management	+282	\$40.98
Installation, Maintenance, and Repair	+85	\$23.62
Healthcare Practitioners and Technical	+73	\$49.33
Protective Service	+29	\$30.49

Table 11: Eastern Sierra Job Growth. Source: Lightcast Q1.2023.

Regional Industry Clusters

In Table 12, the region's top industry clusters are displayed in terms of job count, including their projected growth over a ten-year period from 2018 to 2028 and the average annual earnings per job within the industry. Average earnings significantly above the regional average of \$64,913 are presented in green and those significantly lower are presented in red.

In general, most workers in the Eastern Sierra region are employed by local governments. Food service and accommodation industries employ roughly 5,200 workers, with the food industry projected to continue to grow significantly in the years to come. Jobs in these industry clusters make significantly less than the average earnings in the region and workers in these jobs are likely to struggle to meet the area's cost of living.

Industry (3-Digit NAICS Code)	2022 Jobs	2018-2028 % Job Growth	Avg. Earnings Per Job
Local Government (903)	4,018	7%	\$95,669
Food Services and Drinking Places (722)	2,791	60%	\$34,264
Accommodation (721)	2,476	6%	\$48,293
Federal Government (901)	936	-17%	\$87,168
Specialty Trade Contractors (238)	546	39%	\$61,820
Amusement, Gambling, and Recreation Industries (713)	486	1%	\$46,102
State Government (902)	449	16%	\$113,622
Real Estate (531)	401	-6%	\$61,130

Table 12: Eastern Sierra Top Industries Trends. Source: Lightcast Q1.2023.

Commuting Patterns

Table 13 displays commuting data from two vantage points: where workers live and where workers work. The top half of the table displays the percentage of resident workers (those who live in the region and have jobs) who work in the region and the percentage of those who work outside of the region. As the table shows, nearly 50% of the resident workforce leaves the three-county area for their jobs. Many of these workers are commuting to the larger metropolitan regions of San Francisco, Sacramento, Fresno, San Jose, and Bakersfield as well as neighboring Douglas County in Nevada and around Lake Tahoe¹². Out of state employment destinations include Reno and Las Vegas markets.

Within the region, the largest employment centers are in Bishop (19.2% of Eastern Sierra's resident workers) and Mammoth Lakes (14.7%). 64.3% of all jobs in the region are held by residents. However, only 54.9% of Eastern Sierra resident workers hold jobs in the region itself, whereas 45.1% of resident workers leave the region for their jobs.

	Work in Eastern Sierra	Work Outside of Eastern Sierra
Workers Living in Eastern Sierra Region	54.9%	45.1%
	Live in Eastern Sierra	Live Outside of Eastern Sierra
Workers Employed in Eastern Sierra Region	64.3%	35.7%

Table 13: Where Eastern Sierra Workers Live and Work. Source: U.S. Census OnTheMap.

12

2020 Commuting estimates provided by the U.S. Census Bureau's [OnTheMap](#) website.

Figure 14 depicts the net commuting patterns for the three-county region. As a whole, the Eastern Sierra region is experiencing a net negative as more people are leaving the region for their jobs than are entering it. An estimated 5,140 residents both live and work in the region, while 4,853 residents commute outside of the region to work, and 3,741 residents commute into the region to work. Neighboring counties vary in this measure, with some counties (ex: Fresno) retaining of drawing more workers for employment, while other counties (ex: Amador) have a residential population that tends to commute outside of the county for work.

These commuting patterns would suggest that many Eastern Sierra residents are seeking jobs outside of the region. As was mentioned earlier in the report, two of the Eastern Sierra counties show a low Labor Force Participation Rate, suggesting that even those residents who are employed are having to look outside of the region for either type of occupation or higher wages.

INFLOW / OUTFLOW JOB COUNTS IN 2020

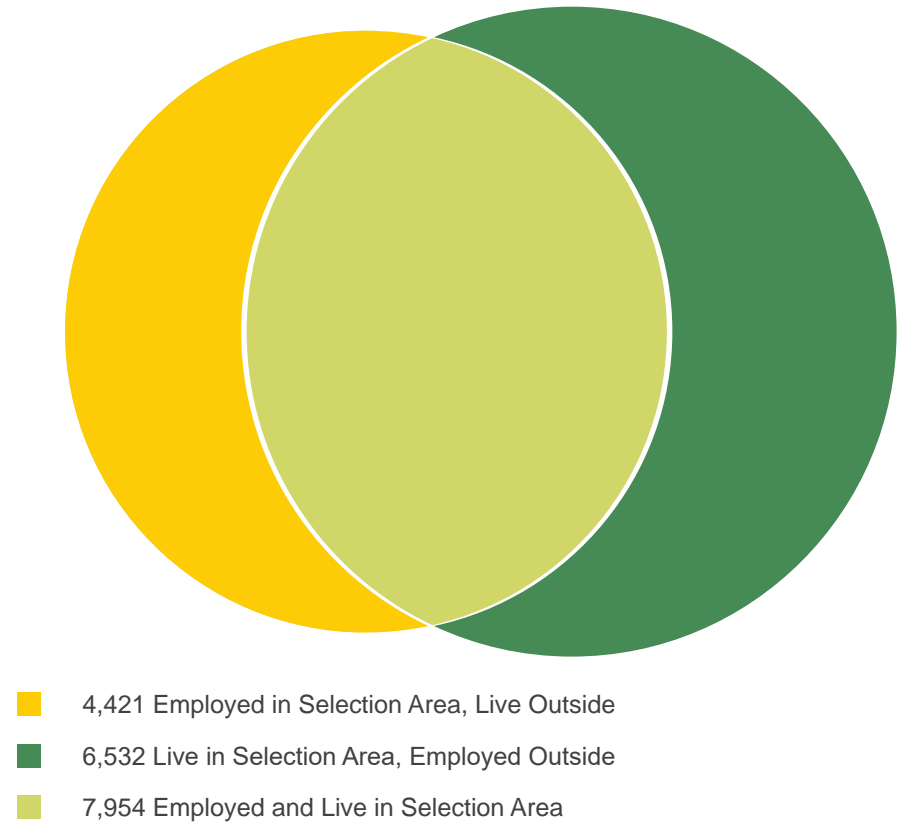


Figure 14: Eastern Sierra Commuting Patterns. Source: U.S. Census OnTheMap

Economic Resiliency

Establishing economic resilience in a local or regional economy requires the ability to anticipate risk, evaluate how that risk can impact key economic assets, and build a responsive capacity. Often, the shocks/ disruptions to the economic base of an area or region are manifested in three ways¹³:

- Downturns or other significant events in the national or international economy which impact demand for locally produced goods and consumer spending;
- Downturns in particular industries that constitute a critical component of the region's economic activity; and/or
- Other external shocks (a natural or man-made disaster, closure of a military base, exit of a major employer, the impacts of climate change, etc.).

A focus on resiliency and recovery has become a global focus, especially in the aftermath of the COVID-19 pandemic. Negative impacts from an economic disaster or event, either natural or manmade, will require some immediate action on the community's part to minimize any threats to future economic challenges. Too often, communities are unprepared for the devastation and destruction that is likely to come post-disaster. By preparing for foreseen economic shocks, communities can endure these situations, and take steps toward long-term recovery.

Establishing Information Networks and Pre-Disaster Recovery Planning

In February 2023, the EDA incorporated "Establishing Information Networks" and "Pre-Disaster Recovery Planning" to enhance a region's ability to address economic resiliency. Because economic development organizations tend to serve as response mechanisms in economic recovery, the region should establish systems to facilitate active and regular communication between the relevant sectors to collaborate on common challenges. This may include standing meetings, a task force, or any format that meets the needs and context of the community. Additionally, regions that are prone to natural disasters have engaged in resilience planning by focusing on the development of disaster recovery strategies, integrated with economic development strategies.

Plans and resources exist at the local/county level to assist with disaster preparedness and response, and there is great opportunity to further enhance planning for disaster recovery across the entire region. Alpine County adopted a Hazard Mitigation Plan in 2018. Inyo County has an Office of Emergency Services with an Emergency Operations Plan and communications to support residents making a disaster preparedness plan. Mono County also has an Office of Emergency Services with a "READY Mono" communications initiative. The Eastern Sierra Wildfire Alliance exists to coordinate stakeholders in Alpine, Inyo, and Mono Counties to address risks and challenges from the threat of wildfires.

SWOT Analysis

SWOT Process

In April of 2023, stakeholders across the Eastern Sierra region in Alpine, Inyo, and Mono counties were invited to participate in one of six engagement workshops over four days. Five workshops were held in person across the region, while one was held virtually to offer a better opportunity for stakeholders in the western part of Alpine County.

These sessions were interactive for participants, introducing the regional background data compiled in advance as well as time spent identifying regional strengths, weaknesses, opportunities, and threats. Participants were given time for individual brainstorming and reflection but spent substantial time in group discussion to rank top SWOT items. All information was collected via a workshop handout as well as on Post-it Notes and note cards.

SWOT session results recorded on note cards were then coded twice, resulting in six key themes used for analysis and to inform the strategic framework of the CEDS. Every item listed as a strength, weakness, opportunity, or threat was categorized into one of the following themes, and analysis was performed across themes, SWOT items, and geography.

Following the review of information from the interactive workshop sessions, an online survey was distributed to seek additional feedback from the greater community. The survey yielded 670 responses (22 in Alpine County, 359 in Inyo County, and 289 in Mono County), and the results are incorporated into the SWOT analysis.

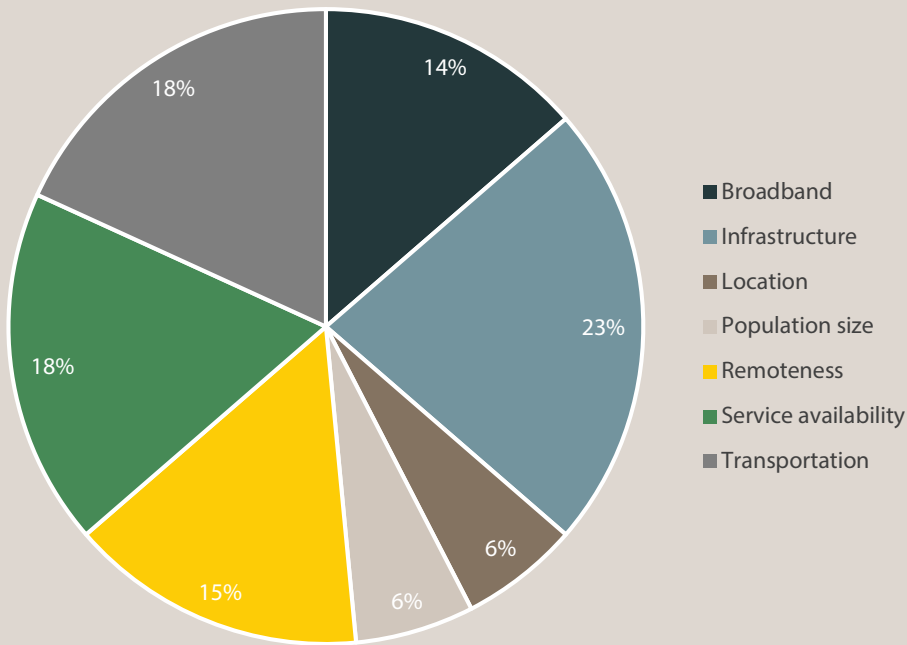
It is important to note that participation from tribal communities was extremely limited. Including tribal communities in the CEDS development process was very important to the steering committee, but this proved to be very difficult. Relationships between tribal leaders and community entities have significant room to grow in strength, including asking tribal leaders what forms of engagement and communication best meet their needs.

Input from stakeholder engagement sessions resulted in the identification of six themes determined to be critical to the region's economic success. The pie charts on the following pages depict the types of items, elements, and sub-themes that comprise each focus area. These items may have been discussed in any context (a regional asset, a deficiency, etc.), but were included as parts of any one of six overarching themes.

Theme 1: Access & Connectivity

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity include inter-regional travel and access for both essential services and leisure, as well as the region's level of connectivity with the surrounding state and nation. Strategic actions towards improving regional access and connectivity will contribute to the region's economic diversity and vitality.

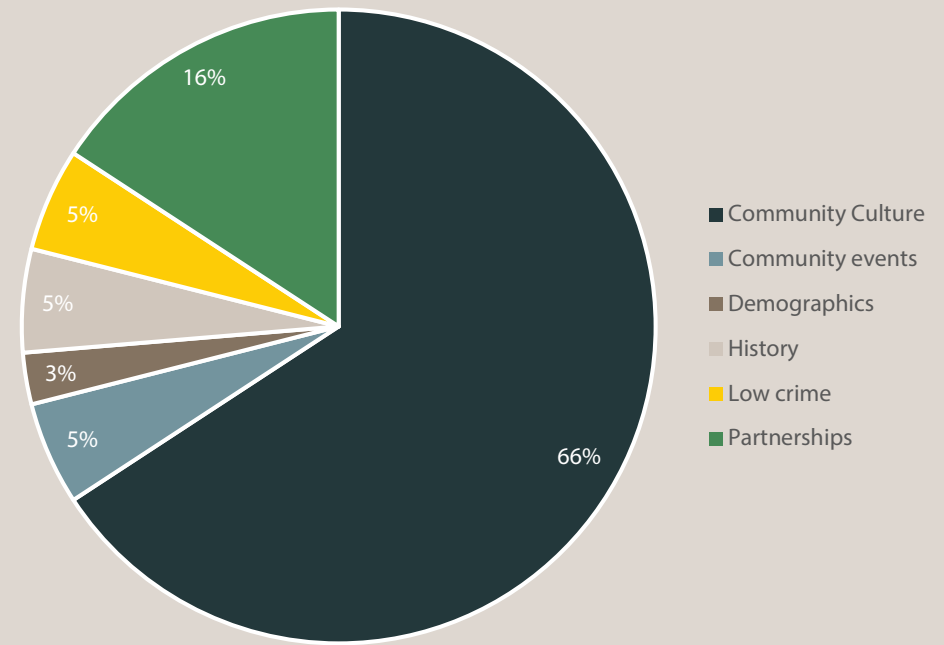
ACCESS & CONNECTIVITY



Theme 2: Community & Culture

Many participants in workshops as well as survey respondents indicated that community and culture made the Eastern Sierra region appealing, while also slightly contributing to some of its weaknesses in terms of population size. Individuals expressed a strong desire for the small-town culture of individual communities in the region to remain strong even as opportunities for economic growth are pursued. This category also includes elements of historic preservation, quality of life, low crime rates, and opportunities for improved partnerships.

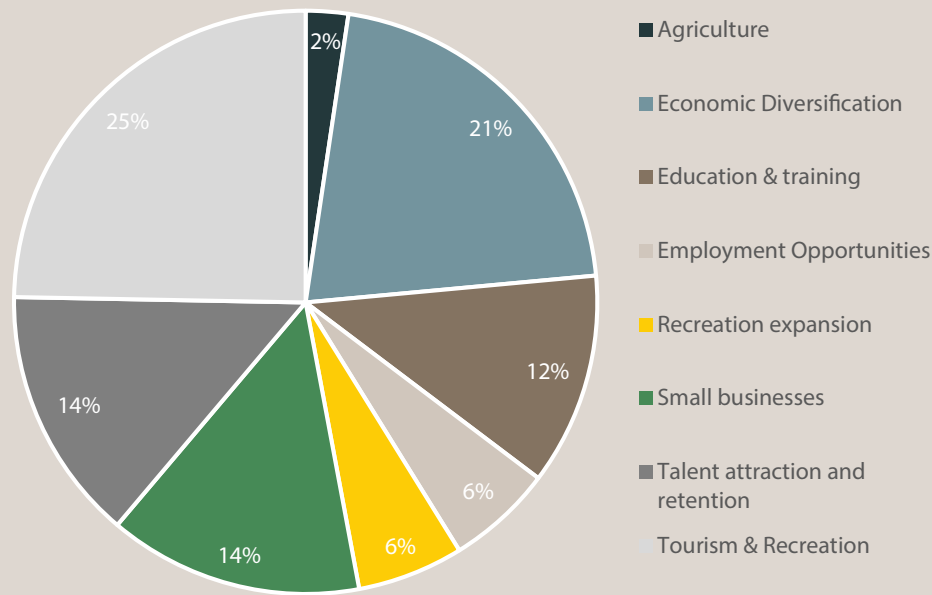
COMMUNITY & CULTURE



Theme 3: Economic Expansion & Diversification

With the undisputed asset of a healthy outdoor recreation and tourist economy, regional leaders want to leverage the industry’s benefits for economic growth while seeking opportunities for economic diversification in pursuit of increased economic resiliency. The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through business expansion and industry diversification by encouraging business growth that aligns with regional strengths and opportunities.

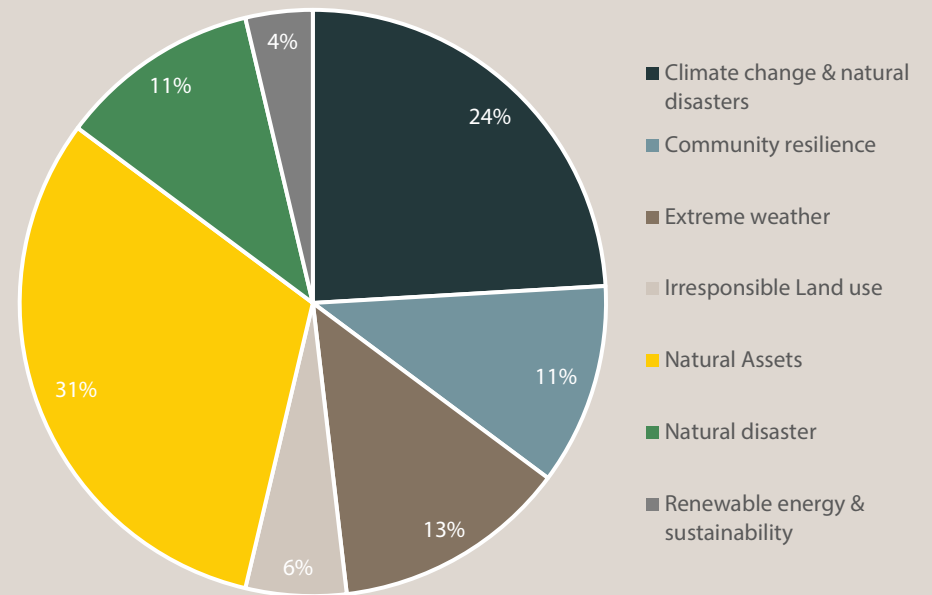
ECONOMIC EXPANSION & DIVERSIFICATION



Theme 4: Environmental Resilience & Sustainability

With a robust inventory of natural assets to protect, frequent exposure to natural hazards, and a population accustomed to persevering and “bouncing back,” environmental resilience and sustainability was discussed across SWOT components. The Eastern Sierra’s key economic strengths are inextricably tied to the protection of the region’s natural assets, making much of the conversation around Environmental Resilience and Sustainability about emergency preparedness, hazard mitigation, and threat minimization.

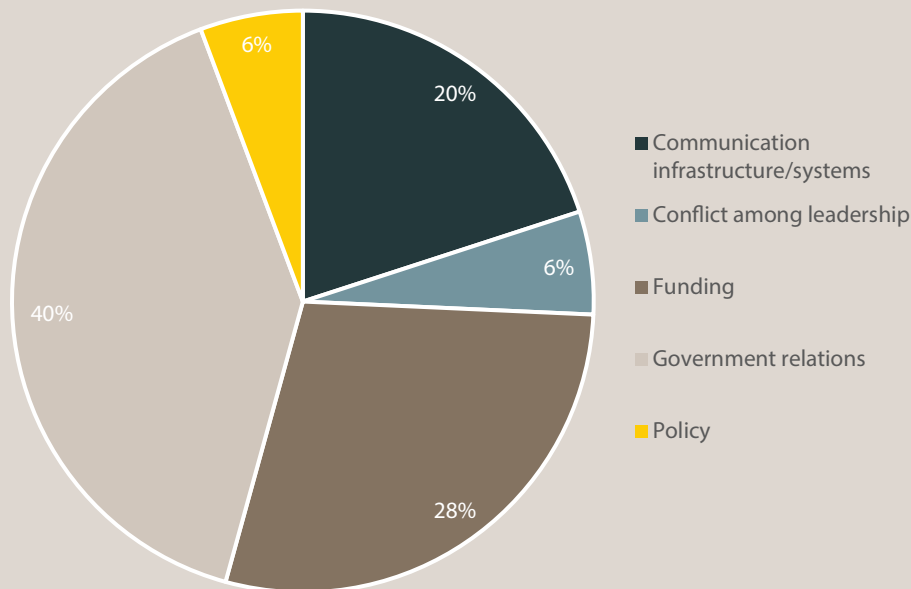
ENVIRONMENTAL RESILIENCE & SUSTAINABILITY



Theme 5: Government Affairs & Advocacy

Although government affairs and advocacy was the smallest theme to emerge, the regional policy landscape, and the networks and communication occurring within it, emerged as an important piece of both the SWOT and the CEDS strategic framework. Regional collaboration is an important piece of strategy implementation and essential to pursue promising state and federal funding opportunities. Strengths related to this theme included the strong relationships and knowledge that local government leaders have with and about their communities. Weaknesses and threats included a lack of mobilization towards funding opportunities due to lack of knowledge or capacity, and perceived limited communication with neighboring municipalities.

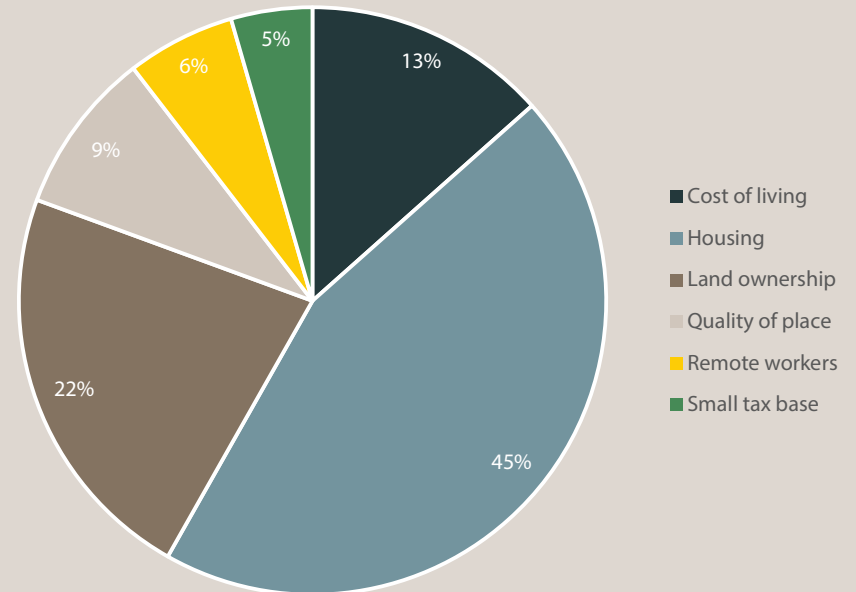
GOVERNMENT AFFAIRS & ADVOCACY



Theme 6: Housing Availability & Land Use

The extremely limited supply of privately owned land within the region colored the discussion around housing and land use, with stakeholders frustrated by rising housing costs and lack of opportunities for development. These constraints, stakeholders say, also limit population growth and in turn limit the size of the region's economic base. Some opportunities were raised to access land owned by the City of Los Angeles, although optimism regarding suggested opportunities was not high. Infill development and main street/downtown corridor investments were discussed as opportunities across the region, while second-home ownership was identified as a potential threat.

HOUSING AVAILABILITY & LAND USE



Regional Strengths

Connection to Community

Due to the size and geographic location of many of the communities in the Eastern Sierra region, residents experience close connection to the community. Due to the rural nature of the area, the region was characterized as a place with vibrant civic life, low crime, and genuine care for neighbors and other members of the community who live, work, and recreate in the area.

Tourism & Outdoor Recreation Industry

Residents and visitors of the region can enjoy an abundance of outdoor recreation activities. Diverse options for recreation appeal to a wide base of people. Tourism consistently drives traffic into the communities in each county, providing a mostly dependable source of revenue for the businesses in these small towns and driving the economy in a large way.

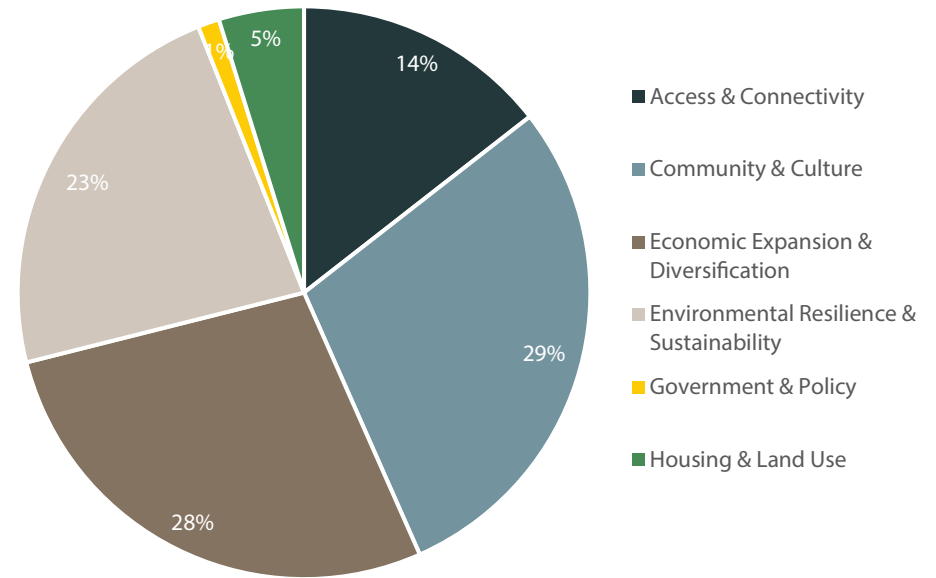
Community Resilience

In the face of positive and negative changes, the communities in the region demonstrate great determination. Their individual and community resilience allows them to withstand many of the natural disasters and climate-related effects that threaten them.

Natural Assets

The natural beauty in the outdoors is apparent in the Eastern Sierra region, making it an attractive place to spend time as a resident, worker, or visitor. This is a unique resource and competitive advantage compared to other communities. The region's preserved natural assets also play into what makes the region environmentally healthy with cleaner air and water.

STRENGTHS



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional strengths.

Regional Weaknesses

Housing

A lack of available and affordable housing stymies the region's ability to flourish with a thriving workforce and economy. With the limited housing stock and limitations to develop more, competition is steep and out-prices workers who are employed in the Eastern Sierra region, many of whom are working in the hospitality and tourism industries with lower wages.

Land Ownership

The lack of private land for development contributes to many of the communities' challenges. Over 95% of the land is publicly owned by the City of Los Angeles, state, and federal government agencies. This negatively affects economic growth as it restricts the establishment of new businesses and expansion of existing ones and impedes job creation and entrepreneurial endeavors.

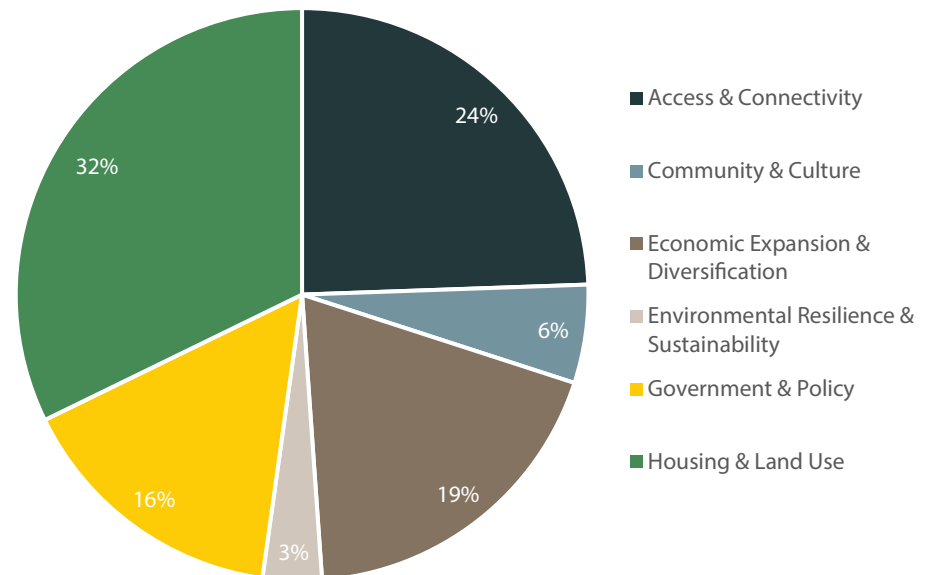
Talent Attraction & Retention

Communities in the Eastern Sierra face challenges in filling jobs with qualified candidates. There is not a large workforce base to pull talent from due to a small and aging population. Additionally, retaining good workers is difficult with a shortage of homes and generally high cost of living.

Remoteness

The remote towns and cities of the Eastern Sierra region face challenges related to that geographical reality. Remoteness negatively affects what public and private services and amenities are available to residents. Stakeholder engagement sessions and the regional survey indicated challenges in providing basic amenities like healthcare, quality childcare and early childhood education, as well as fresh food. These issues are compounded when natural or climate disasters limit accessibility within the region during periods of the year.

WEAKNESSES



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional weaknesses.

Regional Opportunities

Housing & Infrastructure

Updating existing housing and infrastructure as well as developing additional housing to meet the high demand within the region's communities was identified as a major opportunity during the stakeholder engagement process. Within this general opportunity was the identification of a need to develop more workforce, affordable housing to better support low to middle income earners.

Education & Entrepreneurship

The region will benefit from growing the development of high-quality education and occupational trainings for relevant industries, digital literacy efforts, and coordinated resources for small businesses. Existing institutions like Cerro Coso Community College have limited offerings for students, and those may not match the labor market for the major employers and key industries in the region. Stakeholders believe there is opportunity for better coordination between education systems and businesses to create entry points and pathways to quality jobs and careers in high growing sectors.

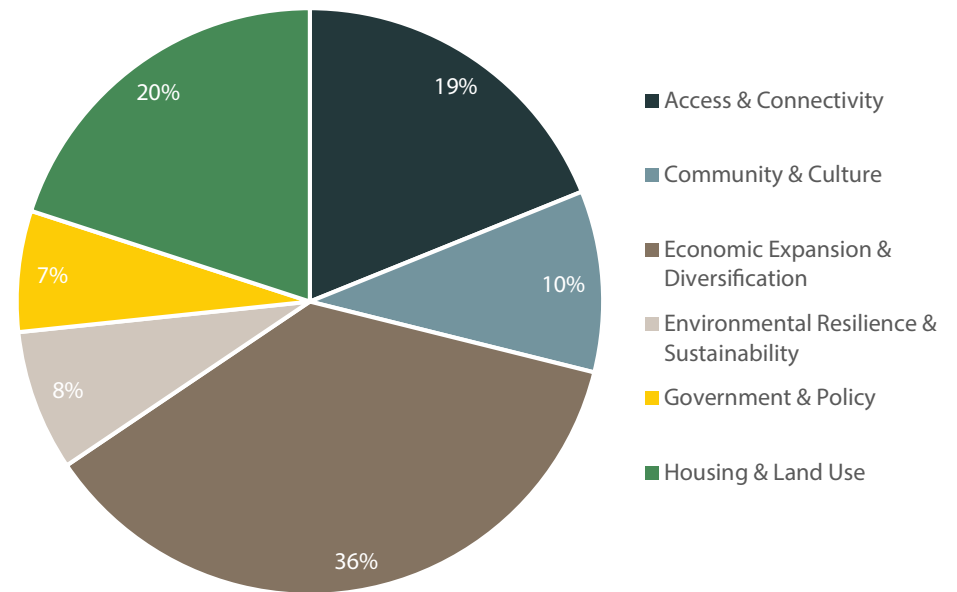
Industry Diversification

Communities expressed the need to diversify the regional economy with investments in industries outside of hospitality and tourism as well as optimizing those existing core sectors, leveraging the region's abundant agricultural resources, exploring options to bring in new technology industries, and increasing outdoor recreation and tourism activities year-round.

Transportation

With the buildout of the Bishop Airport, stakeholders identified the opportunity for expanded air service with more airlines, routes, and year-round air service. To accommodate more visitors in the region, it is also an opportunity to build out more ground transit regionally to simplify travel in each of the counties.

OPPORTUNITIES



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional opportunities.

Regional Threats

Climate Change & Natural Disaster

The impact of changing climates and regular natural disasters consistently threatens the region. Fire damages natural assets and infrastructure, floods remove access to basic services, and climate extremes including severe winter weather make economic activity unpredictable in many communities.

Infrastructure

Buildings that are aging, unoccupied, or even failing make some of the region's communities appear less attractive to visitors and residents, especially in main street/downtown commercial corridors that must remain vibrant for quality of life, tourism, and business development. This is a threat to future growth and community safety the longer it is not redeveloped or improved.

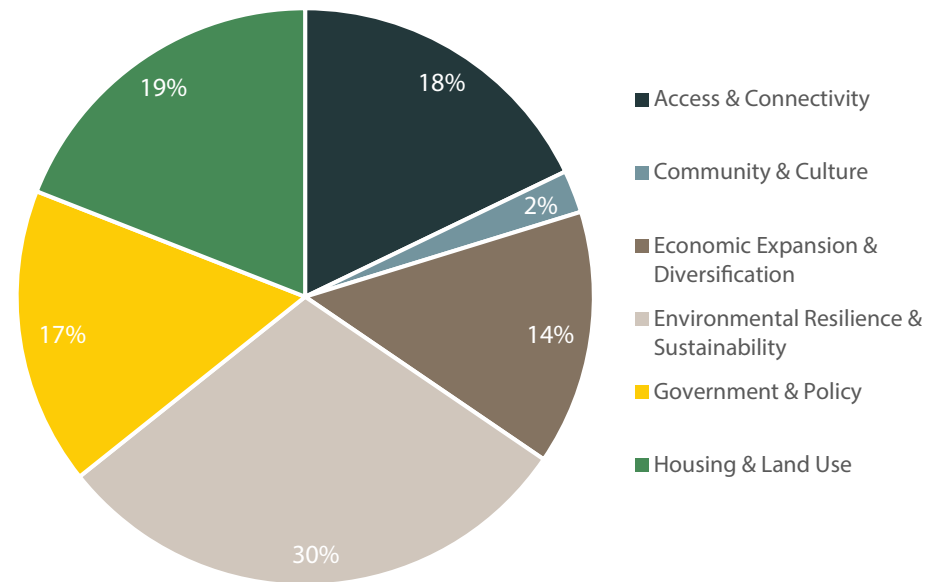
Government Relations

Difficulties engaging state and federal agencies to support community needs are compounded by threats like staff (and point-of-contact) turnover and apathy towards the desires of the community for change. Additionally, it is important that communities avoid dependency on these government agencies to drive forward the initiatives and strategies for economic development and growth.

Cost of Living

Rising costs of living threaten economic growth in the region. This can aggravate existing challenges including housing supply shortages, heavy reliance on recreation and tourism industries that house low-wage employment opportunities, barriers to home ownership, barriers to travel throughout the region, limited opportunities locally to pursue higher education and skills training beyond secondary education, and more.

THREATS



This pie chart represents the extent to which each focus area, described above, was included in stakeholders' discussions of regional threats.

Strategic Action Plan & Evaluation Framework

This section synthesizes the background information about the Eastern Sierra region, the rich insights and feedback gained during stakeholder engagement activities, and a collaboratively derived vision for the future of the region. These inputs were used to determine actionable areas of priority for the region with specific, measurable objectives, steps, or initiatives.

Vision Statement

The core stakeholder committee for the Eastern Sierra CEDS participated in several facilitated sessions to develop and refine the vision statement, which was shared and validated during stakeholder engagement activities. The vision statement served as the focal point for determining and developing key themes that serve as the foundation for the plan's goals and objectives.

The Eastern Sierra region envisions a future which includes economic prosperity and environmental stewardship realized through collaborative efforts to preserve natural assets and historic culture, enhance regional connectivity and resiliency, and advance vibrant and inclusive communities.

Of note is how stakeholders chose to incorporate resiliency into the vision statement. As shared in the SWOT portion of the process and confirmed repeatedly through additional stakeholder engagement, economic and environmental resiliency is of great importance to the region through multiple lenses.

Goals and Objectives

The goals and objectives that inform the action plan incorporate all foundational elements of the CEDS development process: data gathering and fact-finding, regional background, stakeholder engagement, and SWOT analysis.

The following focus areas were identified through the research and engagement processes and used to define and prioritize goals and objectives:

- Access & Connectivity
- Community & Culture
- Economic Expansion & Diversification
- Environmental Resilience & Sustainability
- Government Affairs & Advocacy
- Housing Availability & Land Use

Access & Connectivity

From roadways to broadband to air travel, the importance of connectivity was a focus in stakeholder sessions and is supported by regional data and literature. Access and connectivity includes inter-regional travel and access for both essential services and leisure, as well as the region's level of connectivity with the surrounding state and nation. These considerations are critical to residents, businesses, and visitors as the region pursues economic expansion and sustainability.

Physically, the region faces accessibility and connectivity challenges as a collection of remote communities with unique geographical considerations. Located several hours from major cities by car, residents must consider the types of specialized goods and services they will have trouble accessing in the region, and visitors must devote additional time and attention to their travel plans. These challenges are exacerbated in the winter months, when snow and ice often close critical roadways, leaving communities isolated and without vital resources including food and gas. Some communities in the region are accessible through regional air travel, but the service is often seasonal and limited, with existing flights subsidized by local governments.

Broadband connectivity also challenges residents. While those in the region's few densely populated communities may have adequate service, those in more remote, less dense communities are likely to lack connection that meets federal minimum standards for high-speed internet. Fiber backbone infrastructure exists along the region's most important thoroughfare, but internet service providers have not been adequately enticed to expand into communities where a return on investment for infrastructure buildout is projected to exceed preferable benchmarks.

Strategies

- Increase access to digital resources through broadband infrastructure buildout across the region.
- Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.
- Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.

Best Practices

[West Virginia Speed Test](#) that is monitored and maintained by a diverse stakeholder group for the purpose of measuring achieved speeds against advertised speeds.

[California case study](#) that includes cost sharing for transportation upgrades among benefactors.

Emerging technology in winter maintenance practices include Integrated Modeling for Road Condition Prediction (IMRCP) - [overview](#) and [in-depth report](#).

Funding Opportunities

California Senate Bill 156 has allocated roughly six billion dollars for the construction of a statewide open access middle-mile network, some last mile infrastructure, a loan loss reserve for local governments, and local technical assistance grants. Engagement throughout planning and last-mile allocations could help to close existing broadband gaps across the region. Stakeholders should collaborate with local and regional providers to ensure buy-in regarding the middle mile network and to plan to deploy last mile infrastructure using funding allocated from SB 156 or private investment.

[Broadband Equity, Access, and Deployment Program](#)

The BEAD program is a national program through which the State of California has received \$1.86 billion dollars to fund broadband infrastructure buildout and workforce development programming. The state must plan for the allocation of these dollars and will seek input from stakeholders across the state to inform the use of the funds.

[Mobility, Access, and Transportation Insecurity: Creating Links to Opportunity Research and Demonstration Program](#)

This federal grant program funds initiatives that research transportation access and explore mobility solutions across community stakeholders. If renewed for 2024 (2023 NOFO was posted in August 2022), it could allow the region to assess the feasibility of transportation interventions and upgrades.

Other Funding Opportunities:

- [Innovative Coordinated Access and Mobility Grants](#)
- [USDA Reconnect Loan and Grant Program](#)
- [Public Transit on Indian Reservations Program](#)



EVALUATION FRAMEWORK: ACCESS & CONNECTIVITY

Goal: Improve and enhance regional access and connectivity within the region and with surrounding geographies.

Partners/Champions: Local governments, Internet service providers, CAT, OES, Caltrans

Objectives	Action Items	Timeline	Metrics for Success
Increase access to digital resources through broadband infrastructure buildout across the region.	<ul style="list-style-type: none">Catalog existing assets that may help to offset the cost of buildout for providers. Include capital resources as well as in-kind resources and donations, such as waived permitting fees, access to poles for aerial networks, or efficiencies with other utility maintenance or buildout projectsEncourage local governments to partner with internet service providers to apply for state and federal broadband funding with a focus on last mile connectivityDevelop, deploy, and monitor a broadband speed test tool that will allow communities to track achieved speeds vs. advertised speeds, potentially expanding the locations eligible for federal fundingParticipate in statewide planning efforts tied to Senate Bill 156, the Broadband Equity, Access, and Deployment Program, and other programs to ensure that the region's challenges are accounted for in funding distribution	Medium-term (2-3 years)	<ul style="list-style-type: none">Creation of local asset & incentive catalogNumber of grant opportunities pursuedCreation of speed test toolMeeting attendance, committee membership, etc.

Objectives

Enhance the regional transportation network to provide residents, visitors, and businesses with more accessible, reliable options for moving in, out, and within the region.

Action Items

- Catalog and prioritize existing roadway infrastructure deficiencies, including but not limited to depressions in asphalt, dangerously narrow roadways, and areas lacking critical safety infrastructure
- Determine which populations lack transportation options most severely, and describe the transportation needs of these groups
- Explore options to meet the transportation needs of populations identified above, potentially ranging from fixed route services to major metros or local anchors to responsive services provided at a subsidy
- Ensure that local planning efforts include provisions for commercial corridors and surrounding neighborhoods in existing communities to enhance walkability and options for multi-modal transit

Timeline

Long-term
(3-5 years)

Metrics for Success

- Creation of roadway need prioritization document
- Creation of transportation need summary
- Report written, committee formed, # of interventions considered, etc.
- # of local planning efforts incorporating

Enhance emergency response services to ensure remote communities are equipped for periods of time with no access to services.

- Support communities at risk for isolation in winter months in efforts to reserve critical supplies to sustain residents through periods of isolation
- Collaborate with Caltrans and county partners to accelerate response times for road clearance and maintenance in isolated communities
- Explore emerging tools to anticipate response needs and accelerate response times

Short-term
(1-2 years)

- Amount and type of additional supplies reserved
- Correspondence facilitated, improved average response times
- # & summary of emerging tools evaluated

Community & Culture

The Eastern Sierra region boasts a strong culture of community among the residents, workers, and other key stakeholders with vested interest in the success of the region and its economies. From the stakeholder engagement sessions to the widely distributed community survey, people contended that neighbors are supportive of one another, that there are opportunities to participate actively within the communities through events and other activities, and that the people of the region are resilient. There are some strong examples of recent collaboration such as efforts to develop a trail system, with stakeholder engagement sessions occurring throughout September 2023. The [Towns to Trails](#) initiative is an effort to connect Eastern Sierra communities to each other and to the region's extensive public lands.

Workshop participants and survey respondents indicated that community and culture, which may encompass a rugged and remote way of life, made the Eastern Sierra region appealing, while also contributing in part to its limited population size. Without a larger tax and income base, many find it difficult to ensure that amenities and services are available, especially in the more rural areas of the counties.

Throughout the stakeholder engagement process, individuals continuously expressed a strong desire for the small-town culture of individual communities in the region to remain intact even as opportunities for economic growth are pursued. They do not want to risk completely losing the appeal of smaller, tight-knit communities, which indicates a need for thoughtful growth strategies.

Other elements that were important to participants in the workshops were quality of life and low crime that many believe to be a direct result of the close relationships in the communities as well as historic preservation and finding new ways to leverage that in the tourism industry to promote a deeper understanding of the region's rich history and culture.

One area of concern in this theme is that engagement of tribal communities was challenging, highlighting the need for proactive outreach and relationship building with tribal communities, creating engagement opportunities that reflect their needs and preferences for inclusion.

Strategies

- Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.
- Capitalize on strong community engagement to garner support for new initiatives, projects, etc.
- Enhance the region's existing quality of life with additional amenities to attract and retain talent.
- Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.
- Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

Best Practices

[USDA Resource Guide for Rural Workforce Development](#)

This guide is designed to help communities that are looking for ways to support their workforce needs, including talent attraction and retention efforts. The focus on rural communities is widely applicable to the communities of the Eastern Sierra region.

[Collaborating for Prosperity with American Indians and Alaska Natives](#)

Relationships with tribal communities are critical for helping the Eastern Sierra realize its economic growth potential. This guide demonstrates the many resources and past successes of tribal communities in funding their projects and initiatives for community and economic prosperity.

Funding Opportunities

[California Strategic Growth Council's Community Resilience Centers Program](#)

This program funds new construction and upgrades of neighborhood-level resilience centers to provide shelter and resources during climate and other emergencies. Additionally, funding is available for year-round services and ongoing programming that build overall community resilience.

[Community Economic Resilience Fund \(CERF\)](#)

CERF is a statewide opportunities to promote a sustainable and equitable recovery from the economic distress of COVID-19 by supporting new plans and strategies to diversify local economies and develop sustainable industries that create high-quality, broadly accessible jobs for all Californians.

[Next Generation Warning System Grant Program](#)

The Next Generation Warning System Grant Program (NGWSGP) supports investments improving the resiliency and security of public broadcasting networks and systems. It enables public television broadcasters, public radio stations, and more to update their digital capabilities so that information about disasters and emergencies is properly distributed to members of the community, including individuals with disabilities, limited English proficiency, and other accessibility needs.

[Community Heart & Soul Seed Grant Program](#)

The Community Heart & Soul Seed Grant Program provides \$10,000 in funding for resident-driven groups in small cities and towns to start the Community Heart & Soul model. Grant funding requires a \$10,000 cash match from the participating municipality or a partnering organization.

EVALUATION FRAMEWORK: COMMUNITY & CULTURE

Goal: Maintain and capitalize on strong community culture.

Partners/Champions: Community-based organizations, arts and culture partners, emergency services providers/responders, tribal communities

Objectives	Action Items	Timeline	Metrics for Success
Improve partnerships and interagency collaboration to benefit localities and facilitate regionally-focused efforts.	<ul style="list-style-type: none"> • Conduct a mapping exercise to identify all partnerships critical to CEDS execution with point of contact information • Devise an outreach strategy to bring these partners in as stakeholders • Create regular opportunities for these partnerships to engage in the implementation process • Establish regular communication channels and platforms to facilitate information sharing among the partners 	Short-term (1-2 years)	<ul style="list-style-type: none"> • CEDS execution partners map • Creation of outreach strategy • Number of meetings with regional partners
Garner support for new economic development-related initiatives, projects, etc. by developing and capitalizing on strong community engagement.	<ul style="list-style-type: none"> • Effectively educate the public on continuous activities related to the implementation of the CEDS • Provide opportunities for community members to actively participate in the implementation of new initiatives and projects 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Number of region residents participating in activities • Number of agencies and organizations engaged with CEDS implementation • Annual publication and promotion of CEDS progress
Enhance the region's existing quality of life with additional amenities to attract and retain talent.	<ul style="list-style-type: none"> • Support individual communities in their development of achievable plans for talent attraction and retention based on each community's assets and needs • Engage employers about talent retention priorities and strategies • Incorporate natural and cultural assets in local and regional marketing efforts 	Long-term (3-5 years)	<ul style="list-style-type: none"> • See Economic Expansion & Diversification section • Marketing plan updates that reflect incorporation of natural and cultural assets

Objectives

Strengthen tribal relationships in the communities and counties and involve leadership in conversations and decisions to plan and implement strategies.

Action Items

- Designate a point of contact for the region to provide ongoing, focused communication and ensure tribal leadership is engaged in conversations and decisions
- Organize regular engagements with tribal leaders and representatives from tribal communities
- Support each tribal community's ongoing and future economic development initiatives

Timeline

Short-term
(1-2 years)

Metrics for Success

- Number of meetings with tribal representatives and leaders
- Partnerships with tribal communities to support economic development initiatives
- Incorporate plan adjustments recommended by tribal leadership
- # of executed opportunities to support each tribal community's economic development initiatives

Build out a more robust, uniform regional communication strategy for sharing information, including emergency responses, with people who live, work, and recreate in the region.

- Conduct a comprehensive needs assessment to understand the existing communication landscape throughout the region across government partners and key partners like chambers of commerce and business associations
- Collaboratively develop a comprehensive communication plan that outlines the strategies, tactics, and responsibilities of each participating entity
- Align resources for implementation which may involve securing funding for communication equipment, technology upgrades, and training for relevant staff

Long-term
(3-5 years)

- Completion of needs assessment
 - Adoption of regionwide communication strategy
 - Communications and marketing reach
 - Funding secured for increased capacity related to communications strategy
-

Economic Expansion & Diversification

The Eastern Sierra region has the opportunity to determine current and future needs of existing businesses and develop programs and policies to address those needs. This can lead to employment growth through entrepreneurship, business expansion, and industry diversification.

The Eastern Sierra region is ready to evolve its business and economic development support efforts to build on existing networks that support core industries that include accommodation and food services, manufacturing, health care and social services, agriculture, and other top industries. Core features of any economic development strategy include services to support these business categories:

- Existing businesses seeking to grow or in need of navigating challenges (business retention and expansion)
- Businesses seeking to invest in the region for the first time with a new facility (business attraction)
- Entrepreneurs and small businesses with unique needs related to starting up and scaling a business

With outdoor recreation as a vital component of the business community that impacts employment, visitors, and the region's tax base, it is a strong example of how economic development efforts can make a difference in a region. Efforts to help existing outdoor recreation companies thrive and expand, helping new outdoor recreation businesses find a home and a platform in the region, and providing entrepreneurs and small businesses with tools to start up and grow sustainably in the region are all worthwhile efforts to have available in this region.

Visit California announced in early 2023 the development of an initiative to promote sustainable tourism, and action plans for 12 [regions](#), including the "High Sierra region" which includes the three counties included in this CEDS, will be developed. Many goals for this initiative will complement this plan, including creating responsible travel principles to protect the environment and natural assets and assessment of climate impacts from tourism with mitigation recommendations.

A strong economic development strategy can also leverage existing industrial sector strengths to encourage innovation in areas that are important to stakeholders, such as sustainable tourism or disaster preparedness and response. The region can seek out opportunities and deploy interventions that address key areas of importance to stakeholders, like economic resiliency and protection of precious natural assets, diversifying the economic base of the region while promoting entrepreneurship and sustainability at the same time.

Main street/downtown corridors across the region are a special opportunity that can address several different needs in the region: real estate locations for small businesses, vital resources and collaboration for entrepreneurs, and a continued destination for residents and visitors for lodging, dining, and activities. Business and visitor experiences in downtown corridors can evolve through infrastructure upgrades, façade improvements, and multi-modal transportation enhancements.

Increased opportunities to match available workers with the needs of existing industry would help address workforce concerns that exist for most industry sectors. Like most regions, there is room to improve the skill sets of available workers to better match the needs of existing businesses. Additionally, ensuring that the region's secondary and higher education providers are partners in economic and workforce development efforts can help build a sustainable talent pipeline that meets the needs of the existing and growing industries of the Eastern Sierra. A better understanding of how ancillary services, like childcare provision, affect the dynamics of workforce availability and participation would also assist the region in addressing the labor needs of key industries.

Feedback from elected officials and the public in the region during review of the draft of this document revealed several comments related to what additional opportunities may exist for economic diversification and expansion: agriculture, renewable energy, and mining as examples. A targeted industry analysis would help determine which specific industries are a good fit for additional efforts, and a new recommendation to complete a regional targeted industry analysis is now included.

Objectives

- Build relationships with existing businesses through a formal business retention and expansion (BRE) program and respond to their needs through supportive services and connections to service providers.
- Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.
- Enhance network of entrepreneurial and small business resources to encourage new business development within the region.
- Initiate and support efforts related to real estate solutions that complement industry and residential needs. Downtown corridors are areas of great need in the region as vibrant centers for convention, recreation, and visitors.
- Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals. Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals.
- Identify additional data-informed opportunities that may exist for economic diversification and expansion.

Best Practices

[Guide to Building a Business Retention & Expansion Program](#) by the University of Wisconsin-Madison Division of Extension

This article provides step-by-step guidance on how to build a BRE program. It emphasizes how both leaders in business support services and government partners can coordinate outreach, use a uniform data collection approach (like a survey) to capture important data points and identify opportunities and barriers related to growth and warning signs of downsizing, closure, etc.

[BRE Resource Library and Program Awards](#) by Business Retention and Expansion International

Business Retention and Expansion International (BREI) is a membership-based organization dedicated to helping communities build and improve formalized BRE programs. They have an extensive resource library and an annual awards program that showcases well-executed and innovative BRE programs. They focus on assisting and supporting smaller, rural communities.

Funding Opportunities

[Rural Community Development Initiative \(RDCI\) Grants](#)

RDCI is a matching-funds program through the US Department of Agriculture designed to assist communities to build capacity in areas of housing, community facilities, and community and economic development projects. Projects can receive \$50,000 to \$500,000 and support efforts related to Business Retention & Expansion programs, entrepreneurial support, childcare facilities, and much more. This funding stream can support efforts in this goal area and others in this CEDS, such as Housing Availability & Land Use.



EVALUATION FRAMEWORK: ECONOMIC EXPANSION & DIVERSIFICATION

Goal: Grow and diversify the regional economy through support of existing and new businesses.

Partners/Champions: Regional economic development organizations, local chambers of commerce, entrepreneurial supportive services

Objectives	Action Items	Timeline	Metrics for Success
Build relationships with existing businesses and respond to their needs.	<ul style="list-style-type: none"> • Build a formal business retention and expansion (BRE) program • Assemble and deploy a network of supportive services and providers to provide technical assistance • Seek funding opportunities to build capacity to grow the BRE program over time 	Medium-term (2-3 years)	<ul style="list-style-type: none"> • Number of BRE visits conducted annually • Established network of service providers and supportive services • Number of firms referred/connected to service providers and supportive services • Tracked outcomes of companies that successfully navigate services/resources
Build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.	<ul style="list-style-type: none"> • Leverage existing groups convened by partners like chambers or industry associations and adopt a sector partnership model • Assist industry-identified priorities with supportive services, advocacy, funding efforts, etc. 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Number of industry-specific groups led by industry active in the region • Annual report of successful outcomes from industry groups • Identification and success of industry-specific initiatives
Enhance network of entrepreneurial and small business resources to encourage new business development within the region.	<ul style="list-style-type: none"> • Support and promote opportunities for entrepreneurs to convene, network, and learn • Collaborate with service providers like SBDC, SCORE, and local service providers to bring workshops and trainings to the region • Create a regional asset map of entrepreneurial and small business resources • Develop a plan to address gaps in the regional asset map 	Long-term (3-5 years)	<ul style="list-style-type: none"> • Number of networking events • Number of workshops/trainings • Asset map • Plans to address one or more gaps in the asset map

Objectives	Action Items	Timeline	Metrics for Success
Initiate and support efforts related to real estate solutions that complement industry and residential needs.	<ul style="list-style-type: none"> • Create façade improvement programs for downtown areas • Leverage historic designations to secure funding for building improvements • Establish a revolving loan fund to support investment in real estate solutions that support the needs of businesses • Invest in business district upgrades that improve walkability and bikeability • Revisit and update potential industrial sites in the region and determine priority, viability, funding, etc. 	Long-term (3-5 years)	<ul style="list-style-type: none"> • Establishment of programs • Number of businesses or buildings receiving assistance • Improved walkability scores in main street/downtown districts
Thoroughly study and review the current status of the labor market and gaps in workforce services provision, for both employers and individuals.	<ul style="list-style-type: none"> • Conduct a workforce and skills gap analysis with asset mapping of workforce and employment services • Provide new workforce development solutions that address gaps and improve outcomes for companies and individuals 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Workforce and skills gap analysis • Asset map of workforce and employment services
Identify additional data-informed opportunities that may exist for economic diversification and expansion.	<ul style="list-style-type: none"> • Conduct a regional targeted industry analysis 	Medium-term (2-3 years)	<ul style="list-style-type: none"> • Completion of analysis • Adoption of recommendations in regional and local economic development efforts

Environmental Resilience & Sustainability

Environmental stewardship and preservation of natural assets is a critical component of the region's vision for the future. Residents emphasized the enjoyment received from accessing and appreciating the landscape and access to recreation as a key feature to quality of life. The region's natural assets are also a key feature of the vitality of the tourism industry and must be preserved and protected for future, long-term enjoyment.

The region's exposure to extreme weather events pass uncertainty, risk, inconvenience, and isolation to businesses and residents. With record snowfall in Winter 2022-2023, some communities only accessible by mountain pass were isolated from the surrounding region for months, unable to access vital resources. Small business owners shared that accessibility challenges in winter months prevent customers from accessing their businesses and impact the revenue that they are able to generate. Additionally, wildfires have occurred throughout the region with increased frequency in recent years, straining the capacity of first responders and threatening residencies and businesses in vulnerable areas.

The State of California releases an updated climate adaptation strategy every three years, most recently in 2021. The current strategy has priorities that include building capacity in climate vulnerable communities, encouraging tribal and local governments to incorporate climate considerations into emergency planning efforts, and to strengthen climate resilience of natural systems. The strategy divides the State into [regions](#) with specific engagement opportunities.

Objectives

- Reduce the challenges experienced by residents and visitors during winter climate events.
- Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.
- Consider sustainable tourism as a budding industry with workforce needs, entrepreneurial opportunities, and infrastructure requirements.

Best Practices

[Adaptation Clearinghouse](#) by State of California's Governor's Office of Planning & Research

This searchable database includes planning resources, case studies, and tools to support planning and initiatives that help address climate-related challenges and issues. It also highlights plans and initiatives led by tribal communities.

Funding Opportunities

[CoolCalifornia.org](#) Local Government Portal

CoolCalifornia.org hosts a tool kit to assist local governments with the development of a climate action plan with a resource library, interactive map of case studies and examples, and a searchable funding database for sustainability projects.

EVALUATION FRAMEWORK: ENVIRONMENTAL RESILIENCE & SUSTAINABILITY

Goal: Prioritize opportunities to preserve natural assets and support service provision needs of residents during weather and disaster events.

Partners/Champions: Local government, emergency services providers/responders, tribal communities, California Climate Adaptation Strategy

Objectives	Action Items	Timeline	Metrics for Success
Reduce the challenges experienced by residents and visitors during climate events.	<ul style="list-style-type: none"> • Create a regional working group that encourages collaboration across the three counties with their current plans, offices, and staff related to emergency response and disaster preparedness • Pursue climate action planning as a region, leveraging resources for greater impact 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Working group established and meeting regularly • Climate action plan for the region
Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism.	<ul style="list-style-type: none"> • Designate a group of sustainable tourism champions to plug into state-level initiatives to leverage plans and resources to advance outcomes in the region • Develop regional guidelines to inform and encourage sustainable tourism initiatives and practices 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Sustainable tourism champions identified and actively participating in state-level initiatives • Adoption of state-level sustainable tourism initiatives at the regional level
Consider sustainable tourism as a budding industry with workforce needs, entrepreneurial opportunities, and infrastructure requirements.	<ul style="list-style-type: none"> • Embed sustainable tourism into other plan elements to address workforce, entrepreneurial, and infrastructure needs • Gain support for any needed infrastructure developments like visitor centers, trail systems, amenities upgrades, and more • Sustainable tourism champions identified and actively participating in state-level initiatives 	Short-term (1-2 years)	<ul style="list-style-type: none"> • Sustainable tourism represented in industry-led groups, BRE outreach, entrepreneurial supports and services • Sustainable tourism represented in workforce analysis and mapping

Government Affairs & Advocacy

The Eastern Sierra region would like to see stronger relationships and increased visibility with other leaders in neighboring regions and at state and federal levels where residents do not feel they are valued or heard by those entities. Staff turnover was identified as a contributor to the challenge of building and maintaining strong relationships with key offices.

Community leaders and stakeholder believe that funding sources are available to support the identified needs of the region based on the stakeholder engagement activities, but the region lacks the capacity to seek out, apply for, and successfully secure grant opportunities.

Strategies

- Build capacity within ESCOG as well as Alpine, Inyo, and Mono Counties and other key partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.
- Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.
- Equip local government partners with knowledge and capacity for procuring and administering federal funding to ensure relevant opportunities can be pursued.

Best Practices

Local Government Solutions for COVID-19 and Beyond: Grants Management Capacity

[This resource guide](#) is part of a set of documents developed by FEMA in response to the disaster recovery challenges state, local, tribal, and territorial (SLTT) governments have faced; however, these solutions are easily applied outside the context of disaster. Here, grants management capacity is addressed with examples of solutions from varying community types, intended to provide guidance and resources.

Familiarization Experiences

Chambers of commerce and economic development organizations have a best practice of familiarization experiences that are embedded into advocacy or business development programs. Advocacy examples include a Day at the Capital or a DC Fly-in where local stakeholders visit the state or national capital with an agenda to meet with specific lawmakers or agencies to promote their region's priorities on topics like transportation, workforce, etc. Business development programs will often have a familiarization tour for site selection consultants to visit the region and learn more about its assets. State and federal officials and leaders can be invited to the region to experience its assets and needs and create space for local stakeholders to build relationships and discuss top priorities for the region.

Funding Opportunities

[Rural Community Development Initiative Grants in California](#)

RCDI grants are awarded to help non-profit housing and community development organizations, low-income rural communities and federally recognized tribes improve housing, community facilities, and community and economic development projects in rural areas.

[Community Economic Development](#)

CED grants are awarded to fund initiatives designed to improve the economic self-sufficiency of low-income individuals in communities with high unemployment and poverty rates through sustainable business development and new employment opportunities helping to create resilient communities that address the needs of individuals, families, and children.



EVALUATION FRAMEWORK: GOVERNMENT AFFAIRS & ADVOCACY

Goal: Promote stronger government affairs & advocacy efforts.

Partners/Champions: Local elected officials, local government entities, state government agencies, federal agency representatives and regional offices, philanthropic and private funders

Objectives	Action Items	Timeline	Metrics for Success
Build capacity within ESCOG as well as Alpine, Inyo, and Mono Counties and other key partners for improved government affairs, prioritizing relationship-building with the key state and federal entities who directly impact the implementation of CEDS strategy recommendations.	<ul style="list-style-type: none"> Map all local, state, and federal government agencies who can directly impact the implementation of CEDS strategy recommendations Conduct strategic outreach to these government agencies to pinpoint an effective point of contact for conversations and activities related to the CEDS 	Short-term (1-2 years)	<ul style="list-style-type: none"> Completion of map of target government agencies for collaboration Number of agencies with base relationship and point of contact established
Study the broader economic impact of regional strategy recommendations to garner more support from state and federal government agencies.	<ul style="list-style-type: none"> Gather the necessary data to assess the economic impact of the CEDS strategy recommendations and relevant future projects or initiatives Use impact results to communicate the importance of government agency partnership and support to the implementation of the CEDS to stakeholders, policymakers, and the public 	Long-term (3-5 years)	<ul style="list-style-type: none"> Number of economic impact assessments completed Number of presentations, meetings, and communication pieces related to communicating economic impact
Equip local government partners with knowledge and capacity for identifying and securing federal funding to ensure relevant opportunities can be pursued.	<ul style="list-style-type: none"> Create and maintain database of relevant programs and funding opportunities Designate individuals or create a cross-agency team specifically responsible for researching, identifying, and pursuing funding opportunities Establish relationships with other nonprofits, community organizations, and regional entities and collaborate on grant applications with shared expertise and resources Leverage support and resources available at the state and federal levels to help regions collaborate and access funding 	Medium-term (2-3 years)	<ul style="list-style-type: none"> Creation of funding opportunities database Number of funding applications submitted Number of funding awards Number of partnerships with MOUs and/or letters of intent to collaborate

Housing Availability & Land Use

A vast majority of the land in the Eastern Sierra region is publicly owned, with significant portions under federal and state management or owned by the City of Los Angeles Department of Water & Power to provide water to the LA metro region. Much of the privately-owned land is not located near existing communities and is limited in potential uses by infrastructure costs, demand, or access to amenities. Working within these parameters significantly limits the options available for additional housing development.

The importance of the tourism industry in certain areas of the region is also impacting housing. In tourism-focused areas, high land cost makes it difficult to develop housing for both year-round and seasonal workers. County and local governments throughout the region might seek partnerships with local employers to meet their shared workforce housing needs in the form of affordable housing developments earmarked for workers in a specific industry or location, rental assistance programs, or the development of a land trust for affordable housing.

While the cost of living in the Eastern Sierra region is relatively lower than in many other areas of the state, the lack of available housing could continue to put the region's economy at risk. Due to limited space, efforts to encourage denser multifamily and mixed-use development may help to limit rising housing costs in the area and provide opportunities for the region's workforce to find suitable housing close to employment centers. Zoning policy statewide supports these types of developments despite potential resistance from some community members.

Limited available land also places a high importance on maintaining the quality and integrity of existing structures or determine opportunities for infill redevelopment. Striking a balance between the two will require current conditions assessment and the identification of existing federal and state funding opportunities to make the best use of existing infrastructure while balancing the needs of existing residents and community-members.

Strategies

- Increase available land for private development
- Work to improve housing stock within restrictions on available land
- Expand additional housing options within affordable range for regional workforce

Funding Opportunities

[HUD: Community Development Block Grants](#)

The Community Development Block Grant (CDBG) Program supports community development activities to build stronger and more resilient communities. Activities may address needs such as infrastructure, economic development projects, public facilities installation, community centers, housing rehabilitation, homeowner assistance, etc.

[USDA: Multifamily Programs](#)

Multifamily Housing assists rural property owners through loans, loan guarantees, and grants that enable owners to develop and rehabilitate properties for low-income, elderly, and disabled individuals and families as well as domestic farm laborers. The program works with the owners of its direct and farm labor housing loan properties to subsidize rents for low-income tenants who cannot afford to pay their full rent.

[State of California: Homekey Program](#)

Homekey is an opportunity for state, regional, and local public entities to develop a broad range of housing types, including single-family homes and multifamily apartments and the conversion of commercial properties and other existing buildings to permanent or interim housing.



EVALUATION FRAMEWORK: HOUSING AVAILABILITY & LAND USE

Goal: Increase stock and availability of housing units with a focus on affordability for regional workforce.

Partners/Champions: County planning and zoning departments, City of Los Angeles, Federal and State government entities

Objectives	Action Items	Timeline	Metrics for Success
Increase amount of available land for private development.	<ul style="list-style-type: none"> Explore opportunities to purchase, trade, or lease land from public entities who own or manage land in the region Identify any parcels in unincorporated areas that are eligible for private purchase and explore opportunities to incentivize private purchase and development of these lands 	Long-term (3-5 years)	<ul style="list-style-type: none"> Exploration of processes for land trades, purchase, or lease of public lands Assessment of status of past negotiations and strategic direction for utilization or sale of any procured land
Work to improve and expand housing stock on available land.	<ul style="list-style-type: none"> Identify areas with opportunities for infill redevelopment, in both residential or non-residential zones, to take advantage of existing infrastructure and create additional housing where available land is limited Consider the creation of overlay districts to promote higher density or mixed-use development in nonresidential zones Pursue federal and state funding programs designed to redevelop, improve, or maintain conditions of existing housing stock 	Short-term (1-2 years)	<ul style="list-style-type: none"> Complete housing needs assessment and strategic plan
Expand additional housing options within affordable range for regional workforce.	<ul style="list-style-type: none"> Identify and potentially incentivize opportunities for workforce (low- and moderate- income) housing near employment centers Explore opportunities for employers to contribute to or develop housing for year-round and seasonal employees 	Medium-term (2-3 years)	<ul style="list-style-type: none"> Complete funding scan Convene business resources group and establish workforce housing working group

Appendix

Appendix A: Resolution

The formal adoption of the CEDS by the Eastern Sierra Council of Governments (ESCOG) will take place in the coming weeks after the following groups formally adopt a resolution of support after the finalization of this document: Alpine County, Inyo County, Mono County, Town of Bishop, and Town of Mammoth Lakes. Below is the language planned for the resolution that will be considered by the ESCOG Board of Directors at an upcoming meeting

RESOLUTION NO.

RESOLUTION OF EASTERN SIERRA COUNCIL OF GOVERNMENTS JPA APPROVING THE EASTERN SIERRA COMPREHENSIVE ECONOMIC DEVELOPMENT STRATEGY FOR ALPINE, INYO AND MONO COUNTIES AS PREPARED AND AUTHORIZING THE STRATEGY TO BE SUBMITTED TO THE U.S. ECONOMIC DEVELOPMENT ADMINISTRATION

WHEREAS, U.S. Department of Commerce, Economic Development Administration (EDA) requires the preparation and adoption of a Comprehensive Economic Development Strategy (CEDS) to be approved by the Alpine County Board of Supervisors, the Inyo County Board of Supervisors, the Mono County Board of Supervisors and the EDA prior to consideration of certain federal funding; and

WHEREAS, A CEDS is a document developed by jurisdictions for the EDA to apply for vital funding for community economic development initiatives; and

WHEREAS, The Counties of Alpine, Inyo and Mono conducted its CEDS process following federal Code of Federal Regulations (CFR), 13 CFR §303.6; and

WHEREAS, The CEDS takes into account and, where appropriate, incorporates or leverages other regional planning efforts, including the use of available federal funds, private sector resources, and state support which can advance a region's CEDS goals and objectives; and

WHEREAS, The CEDS process analyzes existing regional conditions, opportunities, and global economic conditions, leading to a region-specific strategy-driven plan for economic prosperity; and

WHEREAS, The CEDS must be updated every five years to stay relevant with changing economic conditions and to qualify for U.S. Economic Development Administration (EDA) funding assistance under its Public Works and Economic Adjustment Assistance programs; and

WHEREAS, EDA has been an important partner in financing economic development projects; and

WHEREAS, In addition to summarizing the status of the local economy and areas of opportunities, the focal point of the CEDS is identification of projects that may be eligible for federal grant funding; and

WHEREAS, Adoption of the CEDS is a federal requirement which the Alpine County, Inyo County and Mono County, and qualified organizations within the region, must meet to apply to EDA for Public Works or Economic Adjustment Assistance Program grants; and

WHEREAS, the Eastern Sierra Council of Governments serves as a regional joint powers authority representing Inyo County, Mono County, the Town of Mammoth Lakes, and the City of Bishop, and is the appropriate regional organization to serve as the lead agency to submit the CEDS to the EDA; and

NOW THEREFORE BE IT RESOLVED by the Board of the Eastern Sierra Council of Governments JPA that

1. After reviewing the CEDS document attached hereto as Exhibit A, hereby approves the report and authorizes the submission of the CEDS to the EDA.
2. Adoption of this Resolution is not a Project as that term is defined by the California Environmental Quality Act.

Passed and adopted this ___ day of _____

Jeff Griffiths, Chair, Eastern Sierra Council of Governments

ATTEST:

Clerk

Appendix B: CEDS Steering Committee & Participating Organizations

The CEDS Steering committee included community leaders from across the region, as well as representatives from the Rural County Representatives of California (RCRC). The group met regularly to guide the CEDS process and offer perspectives from their respective communities and the region as a whole. The steering committee included:

SARAH BOLNIK

Rural County Representatives of California (RCRC)

BOB BURRIS

Rural County Representatives of California (RCRC)

JT CHEVALIER

Economic Development Director & Public Information Officer, Alpine County

CHRIS EGAN

Rural County Representatives of California (RCRC)

LIZ GRANS

Economic Development Manager, Mono County

BARBARA HAYES

Chief Economic Development Officer, Rural County Representatives of California (RCRC)

DANIEL HOLLER

Town Manager, Town of Mammoth Lakes

ELAINE KABALA

Executive Director, Eastern Sierra Council of Governments

MEAGHAN MCCAMMAN

Assistant County Administrator, Inyo County

SANDRA MOBERLY

Community & Economic Development Director, Town of Mammoth Lakes

TERRANCE ROGERS

Rural County Representatives of California (RCRC)

JEFF SIMPSON

Economic Development Director, Mono County

Appendix C: Verification of the 30-Day Public Comment Period

The 30-day public comment period opened on July 31, 2023 and closed on September 1, 2023. The draft CEDS and an online form for members of the public to freely enter their thoughts were published on ESCOG's website, www.escog.gov, and promoted to the public by members of the steering committee.

All comments submitted during the 30-day public comment period are appreciated and included here to take into consideration to inform next steps as ESCOG and partners across the region take steps to continue planning and execute implementation. ESCOG is also encouraged to review and update the CEDS regularly as more data is gathered and recommendations can become more targeted with specific projects.

While the ESCOG is responsible for developing and maintaining the regional CEDS, the deployment of this CEDS requires efforts to be advanced by many organizations within the ecosystem across the region.

All comments are listed below with the county of the commenter noted (if it was provided). The body of each comment is shared exactly how it was entered into the online comment portal. This includes errors related to spelling, grammar, and punctuation.

PROJECT UPDATES

On July 31, 2023, a draft of the 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDS) was made available for public comment. The Eastern Sierra region includes Alpine, Inyo, and Mono Counties. A CEDS is designed to guide a region's economic developments, not to prescribe specific initiatives at the local level.

Members of the public are encouraged to review the draft of the CEDS to learn about the purpose of the document, the process executed to develop the CEDS, and goals and objectives for the region to consider to advance economic interests of the region in the next five years.

The public comment period will close on August 30, 2023. At that time, all public comments received will be reviewed prior to formal adoption of the final version of the Eastern Sierra Region CEDS.

You can review the document and provide comments via our public comment portal at the links below.

[DRAFT EASTERN SIERRA CEDS](#)

[PUBLIC INPUT PORTAL](#)

Comment (with County of representation, if identified)

[Inyo County] Please be aware that government funds used for housing now limits landlords ability to manage those properties. There are new laws regarding this type of funding/loans. Where can the community see the entire ceds package. There was more information shown to the City Council, that is not shown here.

Does the city/county have a list of non-occupied homes in the area? Is there a list of airbnb homes in the area. Two sources of housing that are not mentioned in the ceds.

Response

Flagged for further discussion: The material included in this report constitutes the entire CEDS package, although local governments may discuss a number of topics tangential to the CEDS or in order to inform the CEDS.

Accepted: ocal housing policies and practices vary throughout the CEDS region, and we recommend reaching out to your local elected officials to inquire about such a list. Language has been added to the draft acknowledging the potential effects of second-home ownership and short-term rentals on the housing stock throughout the region.

[Mono County] think long term goals and how to get there with smart growth in mind

Accepted

[Inyo County] Most of this document appears to be boilerplate language that repeats information that is already well known. It appears to make no mention of really expanding on and encouraging the development of mineral extraction within the region which is greatly needed for jobs and construction projects. The area's history and development was from mining and lumber industry and the resources still exist within the area and aren't being utilized. The area needs surface mining operations for gravel, DG, cinders, and sand for road construction and maintenance and for private construction projects. Right now, there are no available local sources for that and most of it is hauled into the area from Kern and Nevada. Economic development in the area will benefit from reliable, locally sourced material and this needs to start with BLM, the USFS, State Lands commission, and LADWP who have something to do with mining.

Flagged for further discussion: While the region's important history as a collection of mining communities is discussed in the CEDS, mining did not emerge as an industry with high growth rates or a large economic impact in the present-day. Expanding mining operations in the region may be further complicated by the lack of available land and environmental conservation and preservation efforts. That said, construction and manufacturing did emerge as growing industries, with wood product manufacturing showing modest growth. These industries may play an important role in the infrastructure needs referenced.

[Inyo County] In the draft CEDS document, the median housing costs seem low, especially housing anywhere near employment opportunities. I've always paid almost twice that in rent in the past decade, and it's increased annually since Covid-19. I assume this uses ACS data. What's shown doesn't reflect what full-year, employed residents pay. I'm not sure usual methodology makes sense in a mountain community with such unusual constraints. Those moving here to fill positions needed to grow/diversify the economy will pay much more.

Accepted: Additional discussion of ACS methodology and the potential for higher housing costs than reflected by the ACS has been added. Additionally, a short section titled "Seasonal Homes and Vacancy" has been added to discuss the prevalence of seasonal residents and their impact on the data included in this report.

The issue with housing costs and availability is addressed, but may be under-developed in the plan and may need more recent data with more granularity. Perhaps greater segmentation of the data would show more opportunities and a better representation of the issues faced in an economic development framework.

Flagged for further discussion: This comment demonstrates the importance of the recommendation related to conducting a housing needs assessment with a strategic plan.

[Inyo County] More tourism needs to be brought to the 395 corridor of Lone Pine, Big Pine, Independence, etcetera, even Bishop, these communities are dying. Lack of medical, lack of services, lack, lack, lack. Go visit Gardnerville just across the border in Nevada and see a thriving "cute" community. A place you want to visit (not referring to gambling), that has a charm as you drive through and makes you want to stop even if you have no reason to. Right now all these ES 395 cities are basically drive through cities, like flyover states. Make them a reason to visit for tourists to spend dollars, year round. A place that young families will want to come and put down roots and start families. Without opportunity nothing will survive.

Flagged for further discussion

Comment (with County of representation, if identified)

[Mono County] Yes, infrastructure is good and of course so is tourism, which is the life blood for many full-time residents. What we don't want is Disneyland in ML resulting in manifestations of more trash, more cigarette butts, more traffic, more diesel and tail pipe pollution for those of us who enjoy walking and biking around town, and air b and b rental properties continuing to price out and reduce housing opportunities for residents and seasonal mountain employees and the perceived need to cut down trees to build more low income housing, or competition to be the new Vail with continuous sprawl and an ever-expanding footprint into natural lands. (It is upsetting to see a street that is named for what beautiful thing used to be there but was destroyed for the development.) Always take into consideration the environment/ecosystem/climate costs (i.e. removing mature trees and disrupting soil and meadowlands, water, CO2 and methane production/capture). For example, petroleum- based plastic covering on forest soil is a travesty and is flat out wrong on so many levels. This should be banned already. I think your shuttle and City wide/county wide vehicle fleet should be electric with more charging stations around town. THINK OF WAY TO CUT ML'S CARBON FOOTPRINT NOT ADD TO IT!!!! THIS IS OUR #1 RESPONSIBILITY! An effective ZERO WASTE policy and executable and enforceable plan is not an option but a necessity for EVERYTHING that is currently landfilled ASAP; especially with the increase in tourism. In the meantime, hire a team to clean up after them and their cigarette butts (tobacco ban ordinance should be considered). You are correct that all building and expansion must be carried out with the best available science in mind and with the input from tribal representatives for our best shot at resiliency and adaptation to unpredictable and increasingly extreme climate conditions. For example, indigenous peoples hold the knowledge of how to best manage the forest and grasslands. Invite them to take on these important roles, avoid tokenism, and compensate them well for their time to sit at your table and provide input for your plans. Mammoth's beauty is unparalleled. THE BIGGEST THING WE NEED TO DO IS LEAVE IT ALONE AND NURTURE IT. If the tribal members do come to the table, hopefully they will echo that exploitation and growth is not always the best answer. Progress does not always equal development. Thank you for your caring and consideration. I have a full-time job, but I am glad to help pro-bono to implement any or all of the above-mentioned policies and solutions. Respectfully, [REDACTED]

Response

We agree that sustainability and conservation of natural resources must be a top priority for the region. We hope that this plan's third focus area, Resilience and Sustainability, addresses the items discussed here.

Accepted: Specifically, we hope that the second objective, "Enhance the network of industry and community stewards to develop, adopt, and promote guidelines for sustainable tourism" is embraced as the first step of many towards ensuring that economic growth does not come at the expense of the region's environment and natural resources. The strengthening of tribal relationships and ongoing partnerships with tribal communities is also critical in the implementation of the CEDS.

[Mono County] On Page 9, under Cultural Assets, I would recommend removing mining from the list of things that add to our rich history.

Flagged for Further Discussion

Pg. 11, Add John Muir Trail to the discussion about the backpacking opportunities on the PCT.

Accepted

On page 15, the Median Monthly Housing Costs look low to me. I understand this came from the ACS but are there any other sources? I think if not then we should make note that there is a lack of available housing stock to rent so the Percent of Cost Burdened Household in Figure 8 appears artificially low.

Accepted: Additional discussion of ACS methodology and the potential for higher housing costs than reflected by the ACS has been added.

On page 22, under Air Quality, add information about the challenges faced at the Dry Owens lake bed and Mono Lake with respect to PM 10 particulate matter.

Accepted

A threat we face as a region that I did not see specifically called out is the risk that our rural hospitals face as reimbursement rates continue to be inadequate to cover costs. That poses risks to community members in terms of access and also to local employment because healthcare jobs are a key component of our workforce.

Flagged for Further Discussion

Comment (with County of representation, if identified)

[Inyo County] page 13 (median household income) -- how are these computed? is there a way to compute it for permanent residents?

page 28 (figure 13) -- that figure is gross and not very informative. We should change it from a venn diagram to a table. venn diagrams are typically normalized so the two circles are the same size. This is not the case here, so this shouldn't be a venn diagram. One question about the data here, though: it would be good to know of the large number of people who "live in the selection area, employed outside", how many of those are remote jobs? I ask because those don't really require commuting, which seems to be what this figure is trying to get at (and concluding when they say this figure indicates many residents are seeking jobs outside the region).

SWOT analysis pie charts (pages 30-33): those pie charts aren't well described. I have no idea what they mean from reading the document. For example, in the first one (Access and Connectivity) is this saying that 14% of the respondents think broadband access is the biggest challenge we face? 14% of respondents think it's a problem? 14% think it's an asset that we have? There needs to be some description (at the very least a legend) that says what these graphs are actually showing.

Same comment also applies to the next section -- what are these pie charts indicating? are they indicating what respondents think is the main strength/weakness/issue? it's not clear what those pie charts are saying.

Goal 1: (access and connectivity) -- can you expand on the goal about road conditions? I'm not clear why this is a priority for economic development. is there any indication that our economic development is currently stifled by the lack of road stuff?

Goal 3: I feel like part of diversification should include industries that take advantage of the natural resources we have here (but not like the old-school way of thinking, i.e., mining). I would imagine things like city of bishop has access to a lot of water, so hydroponic growing; or solar farms; the kind of things that make use of our resources to diversify industries but in novel ways. Also, I think we should also look at what kind of remote jobs people in the area are getting, and focus efforts on making sure we have schools to gain the skills needed for those jobs.

Goal 5 (housing): that's a worthwhile goal, but do we really think CEDS is the one that's going to do this?

Response

Accepted: This data is from the American Community Survey. A short section titled "Seasonal Homes and Vacancy" has been added to discuss the prevalence of seasonal residents and their impact on the data included in this report.

Flagged for Further Discussion: This figure is not technically a Venn diagram, although it does have the same shape as a Venn diagram. The figure is produced by the US Census Bureau and does not address remote work.

Accepted: Additional language has been added to help clarify the figures referenced.

Accepted: Additional language has been added to help clarify the figures referenced.

Flagged for Further Discussion: Flooding and severe winter weather have, in recent years, caused road closures that render businesses and attractions inaccessible. Transportation infrastructure is vital to the exchange of commerce and workers.

Accepted: An expanded targeted industry analysis has been added to the recommendations.

Flagged for Further Discussion: The CEDS implementation falls on a broad coalition of stakeholders, and the CEDS can be a supporting tool accessing federal funding to support housing if appropriate programs are available.

Comment (with County of representation, if identified)

[Inyo County] Hello and thank you for this strategy report. My name is [Redacted] and I work as [Redacted].

I am very concerned about the absence of local food systems considerations in the current CEDS draft of July 31st. I understand that this may reflect a lack of responses in this domain from your respondents, rather than your own previous omission. However, I believe that the SWOT Analysis results significantly downplay the opportunities for local food systems development and investment.

Considering our location, natural resources, and existing industries, we have very important potential for building up our local food economy through sustainable agritourism development. Many ranchers I have spoken with express a keen need for expanding local meat processing capacities. Restaurants currently have to import much of their food, resulting in lost local revenues sub-par culinary experiences for our region's guests and residents, even with food service being one of our major industries. I would propose that your final report recommend a "local food system assessment." Better yet, if your team can do the research now, please include one as an appendix, as was recently done with the The Bay Area Food Economy: Existing Conditions and Strategies for Resilience, attached to the Bay Area's CEDS). I would be glad to participate in those discussions and bring Tribal stakeholders to the table as best I can.

Thank you,
[Redacted]

[Inyo County] Page 9 – states “around half of the visitors that come to the region come from other areas of California.” Do you know where this info is coming from? Is it possible to add something that addresses the long-haul travelers and international visitors that come to see the iconic places in our region?

Page 9 – consider adding OHV, trail running and horseback riding to the list of activities. Many people also come here for wildlife viewing, birdwatching and landscape photography.

Page 9 – under Natural Assets, should probably say that Death Valley is in the south eastern part of Inyo.

Page 19 – ESTA's Lancaster to Reno route is not daily. It does not run on Sundays and holidays.

Page 28 – This information really surprises me. Is it because so many people live in Alpine County that work in Tahoe or other areas? Is it skewed because of the seasonality of employment in the ski areas?

Lastly, I don't know where exactly this would fit in....

It is mentioned several times that our tourism industry is “robust.” That's good, but there is still room for improvement and growth in this sector. Bishop's average annual hotel occupancy is only at 70%. That means we could sell 93K more room nights per year – without building even one more hotel. We've made good progress in smoothing out the severe seasonality, but there is much work to be done there. If we can fill the rooms in the slower season, this would lead to better year-round employment for everyone employed in hospitality.

Also, in speaking about job training/education, it would be good to see some emphasis on improving skills/knowledge of hospitality workers. There are good careers in this sector in management and all of the local hotels and restaurants have trouble finding management level employees. (and the pay is darn good!)

Response

Flagged for Further Discussion: The comment is from an individual affiliated with one of the area's indigenous tribes. The recommendation for a local food system assessment connects other comments and opportunities related to economic diversification and leveraging the tourism industry in the CEDS. This is a strong example of what can come from advancing the objective to “build upon and transform opportunities for businesses to convene by industry sector to better understand and address common issues related to supply chain, workforce, etc.” Because this person expressed a desire to be involved with future issues on this matter, their contact information has been shared with a representative of ESCOG. This may be a great relationship to nurture to help with strengthening connections with tribal communities.

Accepted: This information is from a Tourism Industry study conducted by Mono County. A citation has been added, along with a sentence noting other types of visitors.

Flagged for Further Discussion

Accepted

Accepted

Flagged for Further Discussion: Additional language has been added about the prevalence of second-home owners and their potential effect on the data.

Accepted: The continued growth of the tourism sector (in an environmentally conscious manner) is a focus of recommendations across focus areas. These include BRE programming recommendations, as well as transportation infrastructure improvements to continue to address seasonality.

Flagged for Further Discussion





U.S. DEPARTMENT OF COMMERCE

Economic Development Administration
Jackson Federal Building, Room 1890
915 Second Avenue
Seattle, Washington 98174
206-220-7660

January 5, 2024

Elaine Kabala, Executive Director
Eastern Sierra Council of Governments
PO Box 1609
Mammoth Lakes, CA 93546

Re: Comprehensive Economic Development Strategy review

Dear Ms. Kabala:

The Economic Development Administration's (EDA) Seattle Regional Office staff have reviewed the 2024-2029 Comprehensive Economic Development Strategy (CEDS). **Your CEDS is Approved.**

We commend Eastern Sierra COG for its good efforts, and we look forward to working with you as you continue to address the economic development planning and implementation needs of your region.

If you have any questions, please contact Economic Development Representative Wil Marshal at wmarshall@eda.gov.

Sincerely,

Carleen Herring
Economic Development Representative – Idaho

cc: Wil Marshall, EDR
LaTarche' Collins, Project Officer

Sent via email



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Emergency Management

TIME REQUIRED 25 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendilyn Grasseschi, Wildfire
Mitigation Coordinator

SUBJECT Discussion on Funding Opportunities
for Wildfire Resilience and Forest
Health Projects

AGENDA DESCRIPTION:

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

The Board received a presentation regarding the Eastern Sierra Climate and Community Resilience Project and the Wildfire Resilience Action Financial Team on May 14, 2024 and had a number of questions about project funding. This item provides an opportunity for the Board members to learn more about funding for wildfire resilience and forest health projects.

RECOMMENDED ACTION:

Receive presentation and provide questions as needed.

FISCAL IMPACT:

None.

CONTACT NAME: Wendilyn Grasseschi

PHONE/EMAIL: (970) 509-0126 / wgrasseschi@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation

History

Time	Who	Approval
6/13/2024 2:15 PM	County Counsel	Yes
6/11/2024 12:19 PM	Finance	Yes

6/14/2024 3:03 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Wendilyn Grasseschi, Mono County Wildfire Mitigation Coordinator

Date: June 18, 2024

Re: Follow up on funding opportunities for the Eastern Sierra Climate and Communities wildfire resilience and forest health projects in the Eastern Sierra.

Strategic Plan Focus Area(s) Met

A Thriving Economy Safe and Healthy Communities Mandated Function

Sustainable Public Lands Workforce & Operational Excellence

Discussion

The Board of Supervisors received an update on the [Wildfire Resilience Action Financial Team \(WRAFT\) Information](#) on May 14 and a number of questions were raised regarding conservation funding processes and opportunities. Staff has coordinated with Whitebark Institute, which has been awarded several multi-million-dollar grants to partially fund a landscape-scale forest fuels treatment and forest restoration project within Mono County on the Inyo National Forest, to provide additional information about these types of projects and how they are funded. This agenda item will provide the Board an opportunity to ask questions and develop a better understanding of the issues associated with the ESCCRP work and associated funding sources.

Attachment – Wildfire Resilience Update Presentation



Wildfire Resilience Update - June 2024

Overview

- Whitebark Institute
- Wildfire Resilience in the Eastern Sierra
 - Landscapes & Communities
 - Partnerships
- Fundamentals for Success
 - Sustainable Funding
 - Biomass Management
 - Workforce
- Questions





*To take action, cultivate partnerships,
and empower communities to create
and sustain resilient landscapes for
future generations.*

Landscape Health

- Fuel reduction, restoration, and planning that promote healthy forests and landscapes
- Integrated, innovative approach

Community Preparedness

- Engagement & planning support for wildfire protection plans & community-scale projects

Education & Outreach

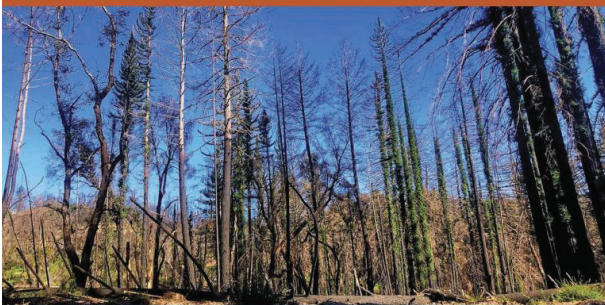
- Programs for youth, educators & local business owners
- Home-hardening & Defensible Space





Recent Progress Spanning Eastern Sierra Communities

REGIONAL PORTFOLIO OF WORK



The Economic, Fiscal, and Environmental Costs of Wildfires in California

James Paci, Matthew Newman, and Tim Gage

JUNE 27, 2023

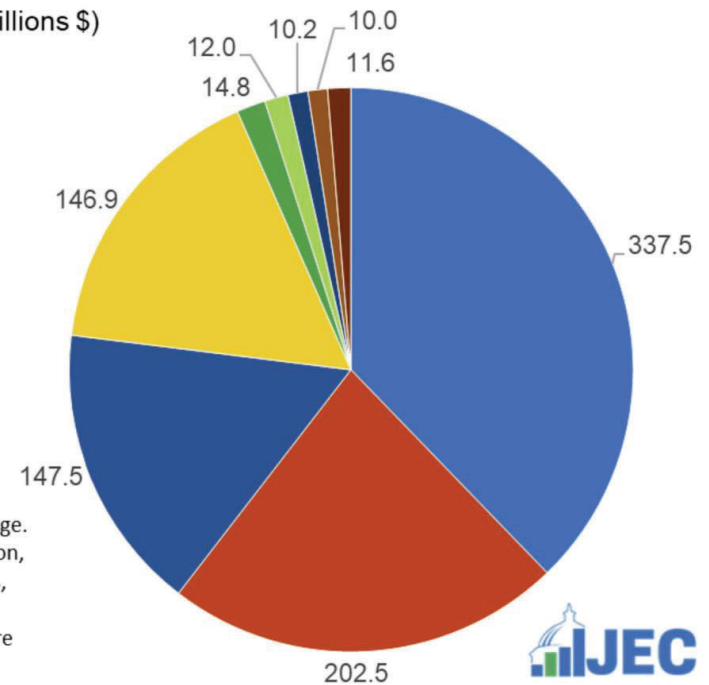
GORDON AND BETTY
MOORE
FOUNDATION

Wildfire Impacts Communities & Livelihoods

Climate-Exacerbated Wildfires Cost As Much as \$893 Billion Per Year

Top-end Annual Total Costs and Losses (Billions \$)

- Diminished Real Estate Value
- Exposure to Wildfire Smoke
- Income Loss From Wildfires
- Watershed Costs
- Insurance Payouts
- Timber Loss
- Property Damage
- Electricity Costs
- Other Costs



Note: Chart shows the higher end of the estimated range. Other Costs include evacuation costs, wildfire suppression, direct death and injuries, insurance premium increases, learning loss, tourism loss, and psychological costs.

Source: Analysis by JEC Democratic Staff, all values were adjusted for inflation into 2022 dollars.



Mono County has a **very high** risk of wildfire—higher than 92% of counties in the US.

Understand your risk

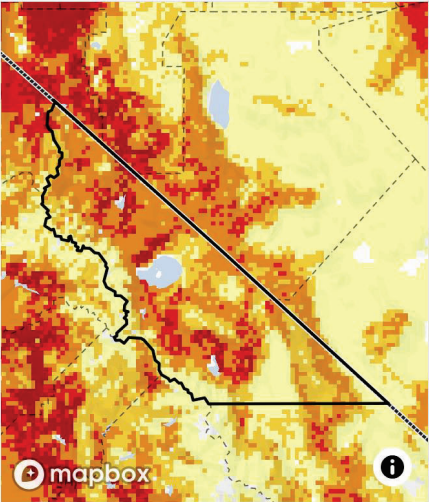
Wildfire risk is based on several factors. Understanding which factors affect your community can help you identify strategies to reduce your risk.

Very High

Risk to Homes

The relative risk to a house for every location on the landscape, whether a house currently exists there or not.

[Learn more >](#)

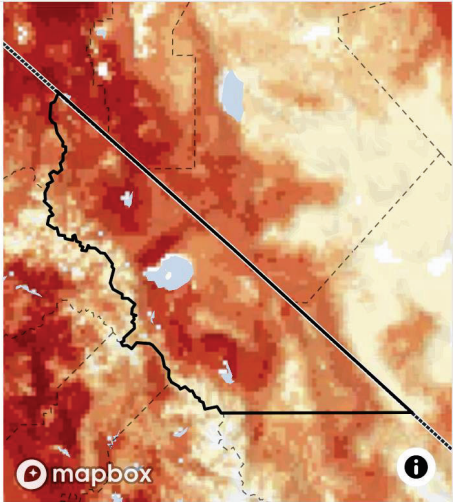


High

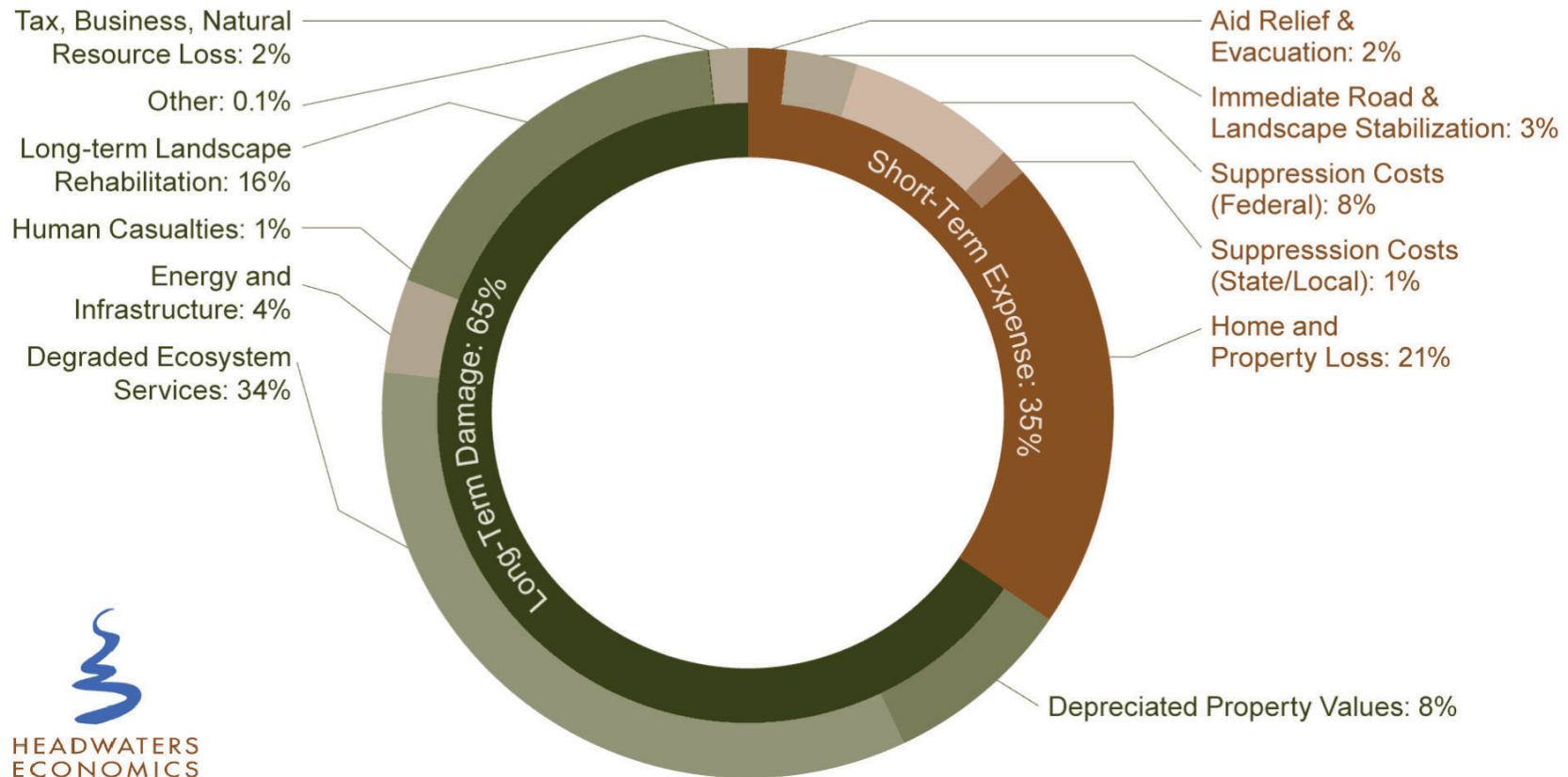
Wildfire Likelihood

The probability of a wildfire burning in any given year.

[Learn more >](#)



Proportional costs of wildfire impacts, as short-term expenses and long-term damages



Mountain View Fire

Mono County, CA

- 20,879 acres
- Destroyed 90 structures
- 1 death
- COST: ~\$2.5- 5 million



Dixie Fire

Butte, Plumas, Lassen, Shasta, Tehama Counties, CA

- 963,309 acres
- Destroyed 1,329 structures
- 1 death
- COST: \$1.15 billion

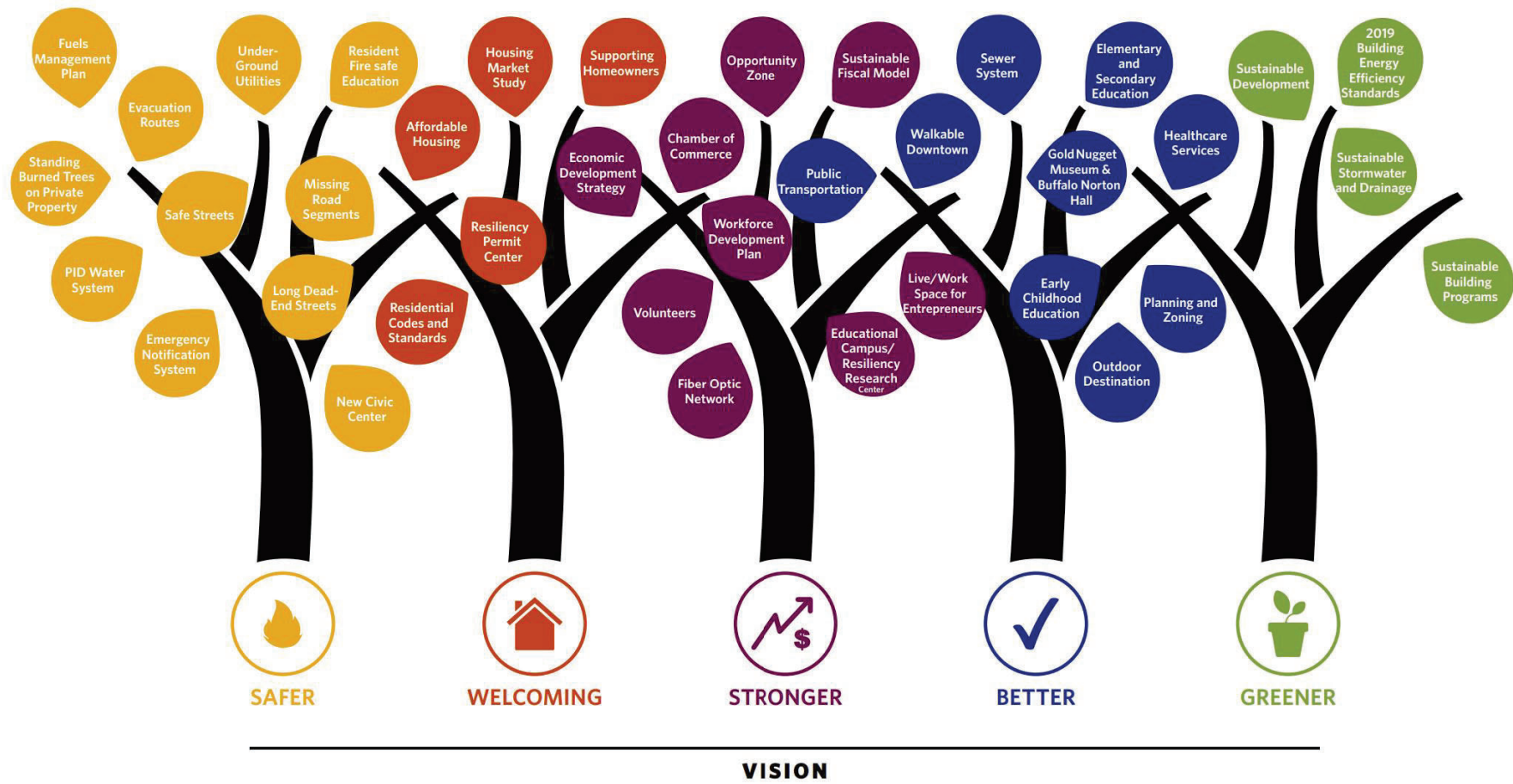


Camp Fire

Butte County, CA

- 153,336 acres
- Destroyed 18,804 structures
- 85 deaths
- COST: \$16.65 billion



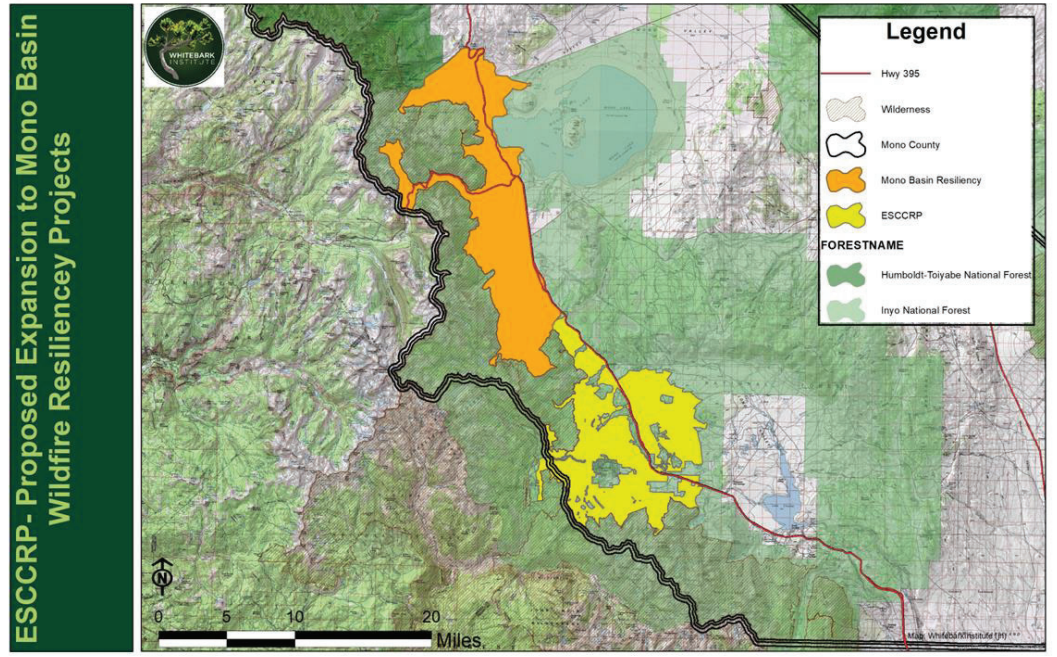
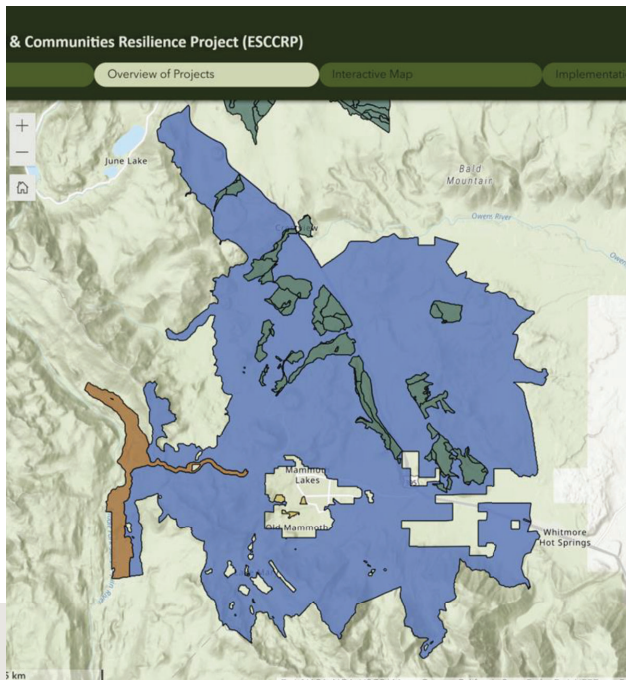


Working Together for a More Resilient Future

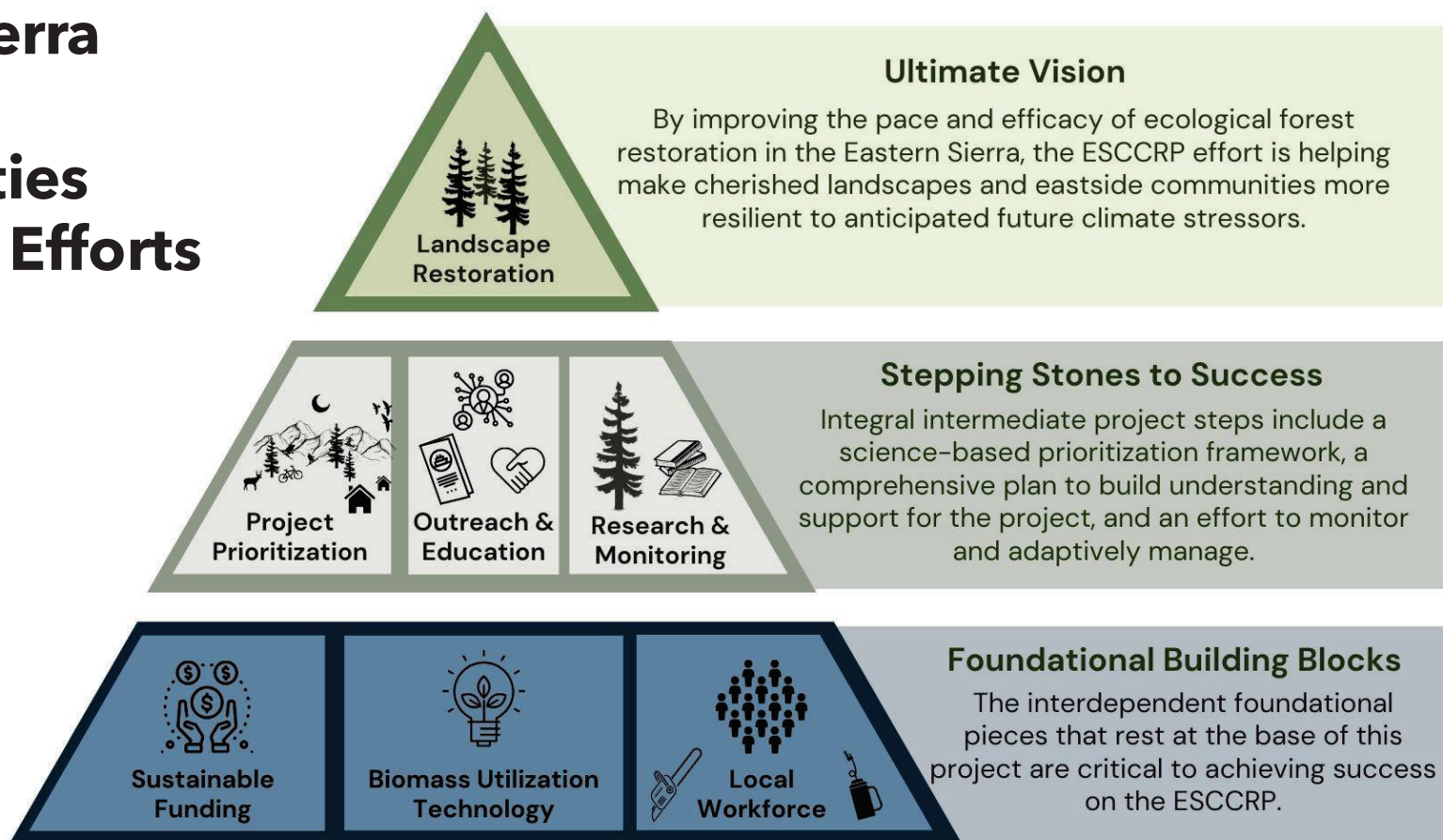
Partners

- Inyo National Forest
- California Department of Fish & Wildlife
- CALFIRE

- MLFD
- Town of Mammoth Lakes
- Mono County
- ESCOG



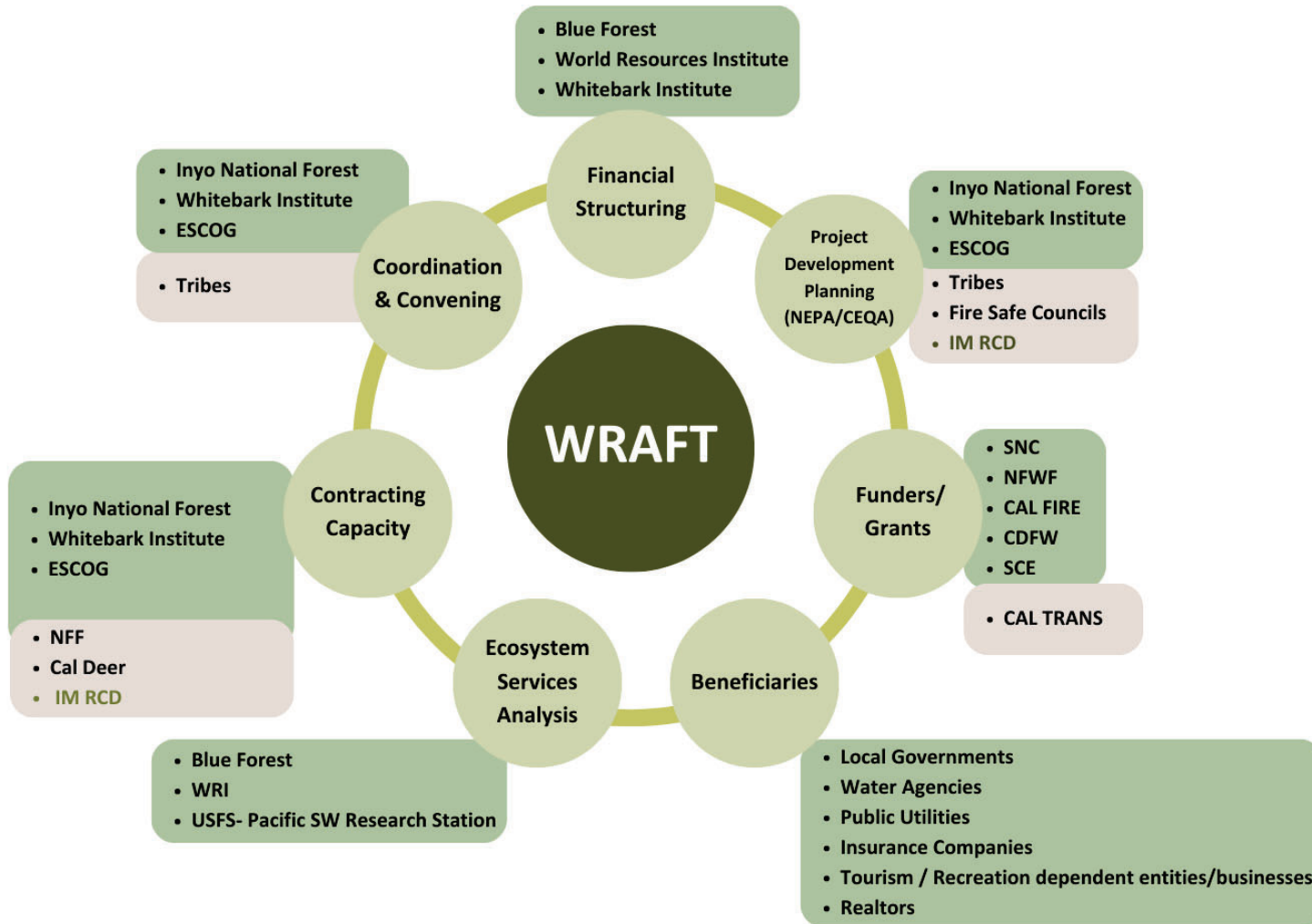
Eastern Sierra Climate & Communities Resilience Efforts



Sustainable Funding

- To date, more than \$31,000,000 leveraged or pending to support planning and restoration efforts
- Current partnerships and growing engagement allow us to take advantage of resources for wildfire resilience
- Opportunities to leverage Conservation Finance partnerships to support long-term project needs

Eastern Sierra Climate & Communities Resilience Project				
Comprehensive project funding summary (2019- Present)				
Planning Grants				
Funder	Project Goal	Project Lead	Cost	Program Priority
SNC	Project Development	Plumas Corp	\$339,000.00	Resilient Communities
NFWF	Perform Feasibility Analysis for Biomass Processing and Model GHG/Water benefits	Cal Trout	\$205,000.00	Southwest Strategic Fuels Partnership
CDFW	Conduct Environmental Review (NEPA) on total ESCCRP. Conduct surveys on priority 10,000 acres	Eastern Sierra Council of Governments	\$3,400,000.00	Managing Headwaters for Multiple Benefits
USDA	Biomass Planning	Mono County	\$300,719.00	Wood Innovations Grants
TOML	Finance Director Funding	Whitebark Institute	\$150,000.00	Other
SCE	Project Development + Environmental planning	Whitebark Institute	\$450,000.00	
Subtotal Planning			\$4,844,719.00	
Implementation Grants				
CAL FIRE	Early implementation in existing NEPA project within ESCCRP	Whitebark Institute	\$4,913,000.00	Forest Health
SNC	Implement Reds meadow- Reds Meadow EA	Whitebark Institute	\$3,885,401.00	Forest Health
USFS-INF	Cover excess costs in removal of large woody debris removal and WUI acres.	Whitebark Institute	\$900,000.00	Forest Health
CAL FIRE	Phase I Priority Acres	Whitebark Institute	\$6,908,926.51	Forest Health
DOE	Community BioEnergy Design Build	West BioFuels	\$10,000,000.00	OCED- Rural & Remote Communities Program
Subtotal Implementation Investment			\$26,607,327.51	
Pending Grant Proposals			\$6,999,932.28	
*Federal funds noted in bold text			Total Project Investment Secured	\$31,452,046.



Biomass



Opportunity

Generate energy with green waste from fuel reduction projects

Planning Grants (awarded)

Sierra Fuels Reduction Impact-
NFWF \$205K to Cal trout

The Missing Link: Solving Biomass
Utilization Needs in Eastern Sierra-
USDA \$300K to Mono County

\$300 K match ESCOG

Capacity Development Grants

*USDA - \$884k- GC Forest
Products*

DOE: \$10M, West Biofuels

Workforce Opportunities & Development

- Tribal Stewardship – Training & Financial Support
- Certificate & Degree programs through Cerro Coso
- Local Industry Growth





Thank you !

By working together, we can develop solutions and take action to ensure healthy, resilient communities and landscapes throughout the Eastern Sierra.

Learn more about our work at:

Whitebarkinstitute.org

Reach out to us directly:

Laura@whitebarkinstitute.org

Janet@whitebarkinstitute.org



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Public Works

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

SUBJECT Proposition 68 Deed Restrictions for
Bridgeport, Lee Vining, and Walker
Parks

AGENDA DESCRIPTION:

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

Deed restrictions for the Walker Park, Bridgeport Park, and Lee Vining Park Connection are necessary for receipt of Proposition 68 Per Capita Grant funds approved by the Board on January 21, 2020. This item requests signatures on three deed restrictions, having a time limit of 25 to 30 years. The deed restrictions ensure the parks are not sold or leased after completion of the Proposition 68 Grant Improvements.

RECOMMENDED ACTION:

Approve the three Deed Restrictions for Walker Park, Bridgeport Park, and Lee Vining Park Connection and Board Chair to sign on behalf of the County.

FISCAL IMPACT:

Proposition 68 per capita grant funding will be forfeited absent the deed restricting.

CONTACT NAME: Valentine Vega

PHONE/EMAIL: 7606164189 / vvega@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
BOS Staff Report Proposition 68
Walker Park Deed Restriction
Bridgeport Park Deed Restriction
Lee Vining Park Connection Deed Restriction

History

Time	Who	Approval
6/11/2024 9:54 AM	County Counsel	Yes
6/11/2024 2:14 PM	Finance	Yes
6/13/2024 7:33 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: June 18, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Valentine Vega – Project Manager
Re: Deed Restrictions for Proposition 68 funding

Background:

At the January 21, 2020, regular meeting of the Mono County Board of Supervisors, the board unanimously adopted resolution R20-10 providing authorization for staff to apply for Proposition 68 – Per Capita funding made available to cities, districts, counties, and regional park districts for the purpose of local park rehabilitation, creation, and improvement on a per capita basis.

At the October 19, 2021, regular meeting of the Board of Supervisors, following projects were authorized (note there is no number 1):

2. Mono Lake – LADWP
3. Bridgeport Park – County Owned
 - a. Tennis Court Repurposed
 - b. ADA Restroom/Sidewalk
4. Lee Vining – County Owned
 - a. Pathway connecting Guss Hess Park with Highway 395
 - b. Lighting for the Pathway
 - c. New Fence on Mono County Yard
5. Walker Park– County Owned
 - a. Horseshoe Pits
 - b. Shuffleboard
 - c. Putting Greens
 - d. Various Park Accessories

Discussion:

The County Owned parcels must be deed restricted prior to funding being released.

As part of the requirements for funding under Proposition 68, the parcels where work is done must be deed restricted. The Deed Restriction restricts the title to the property, safeguarding the property for the purposes consistent with the grant for the duration of the contract performance period. Therefore, signatures for the Deed Restriction need to be completed before any payments are eligible for locations 3, 4, and 5.

Location 2 is on the Los Angeles Department of Water and Power Property and is acceptable for funding but will require renewal of our Lease.

Please contact me at 760.932.5446 or by email at vvega@mono.ca.gov if you have any questions regarding this project.

Respectfully submitted,



Valentine Vega - Project Manager

Attachments:

Deed Restriction Documents for: Bridgeport Park
 Lee Vining Connector
 Walker Park

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Lydia Willett

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the County of Mono, California (hereinafter referred to as "Owner(s)") is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for Install sports courts, and group picnic spaces at Walker Park on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-26-005 , (hereinafter referred to as "Grant") for Install sports courts, and group picnic spaces at Walker Park on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2038.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner: _____

Owner: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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, _____, a 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.

Signature _____

(Seal)

Exhibit A
Legal Description

LEGAL DESCRIPTION

Vol 180 Page 144 & 145
Jan 6 1975

Parcel Y-9 of Mill Creek Ranch Subdivision, County of Mono, State of California according to the Official Map thereof, filed in the office of the County Recorder, Mono County, state of California on December 29, 1959, pages 27, 27A, and 27B of Maps.

RECORD OF SURVEY

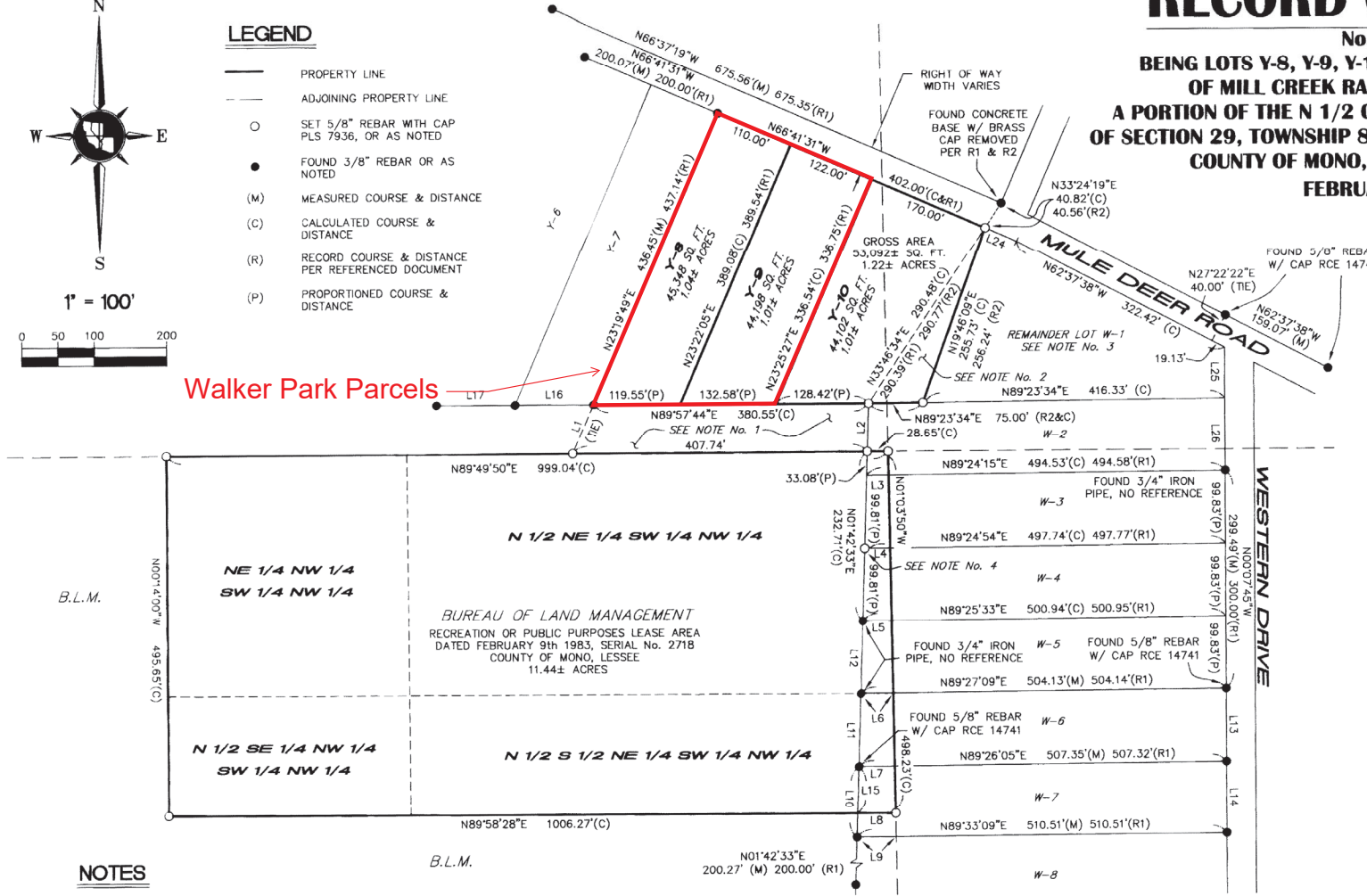
No. 31-52
 BEING LOTS Y-8, Y-9, Y-10 & A PORTION OF LOT W-1
 OF MILL CREEK RANCH SUBDIVISION AND
 A PORTION OF THE N 1/2 OF THE SW 1/4 OF THE NW 1/4
 OF SECTION 29, TOWNSHIP 8 NORTH, RANGE 23 EAST, M.D.M.
 COUNTY OF MONO, STATE OF CALIFORNIA
 FEBRUARY, 2009



LEGEND

- PROPERTY LINE
- - - ADJOINING PROPERTY LINE
- SET 5/8" REBAR WITH CAP PLS 7936, OR AS NOTED
- FOUND 3/8" REBAR OR AS NOTED
- (M) MEASURED COURSE & DISTANCE
- (C) CALCULATED COURSE & DISTANCE
- (R) RECORD COURSE & DISTANCE PER REFERENCED DOCUMENT
- (P) PROPORTIONED COURSE & DISTANCE

Walker Park Parcels



REFERENCES

- (R1) MILL CREEK RANCH SUBDIVISION VOL. 2 PG. 27, DECEMBER 29, 1959
 - (R2) GRANT DEED, VOL. 375 PG. 85
 - (R3) DEPENDENT RESURVEY & SUBDIVISION OF SECTIONS IN T. 8 N., R. 23 E., M.D.M., BY THE US DEPT. OF THE INTERIOR, BUREAU OF LAND MANAGEMENT, DATED SEPTEMBER 30, 1994.
- OFFICIAL RECORDS OF MONO COUNTY, STATE OF CALIFORNIA

LINE	LENGTH	BEARING
L1	73.68'	N23°19'49"E
L2	66.73'	N01°42'33"E
L3	30.25'	N89°24'15"E
L4	35.07'	N89°24'54"E
L5	39.90'	N89°25'33"E
L6	44.73'	N89°27'06"E
L7	49.57'	N89°26'05"E
L8	52.76'	N89°58'28"E
L9	54.35'	N89°33'09"E
L10	98.78'	N01°42'33"E
L11	100.20'	N01°42'33"E
L12	99.67'	N01°42'33"E
L13	99.96'	N00°07'45"W
L14	99.75'	N00°07'45"W
L15	65.73'	N01°42'33"E
L16	108.72'	N89°57'44"E
L17	109.02'	N89°57'44"E
L18	165.50'	N00°30'40"W
L19	165.50'	N00°30'40"W
L20	165.22'	N00°14'00"W
L21	334.62'	N89°55'36"E
L22	165.22'	N00°14'00"W
L23	334.62'	N89°55'36"E
L24	47.19'	N66°41'31"W
L25	69.33'	N00°07'45"W
L26	99.83'	N00°07'45"W

NOTES

- GAP AREA BETWEEN BLM R&PP LEASE PARCEL AND LOTS Y-8, Y-9, & Y-10 WITH THE EXTENSION OF LOT SIDELINES TO THE LEASE PARCEL IS EQUAL TO 26,466 SQ. FT. (0.61± ACRES). PROPERTY IS CURRENTLY OCCUPIED BY THE EXISTING COUNTY PARK.
- AREA BY GRANT DEED, VOL. 375 PG. 87 8,990 SQ. FT. (0.21± ACRES).
- LOT W-1 AS PLATTED PER R1 DOES NOT MATHEMATICALLY CLOSE BY 47.19'. IN THE OFFICE OF THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS THERE ARE UNRECORDED FILES AND NOTES PREPARED BY WALTER REID AND HIS EMPLOYEES THAT REFERENCE THE WORK PERFORMED ON THIS MILL CREEK RANCH SUBDIVISION IN THE ERA OF THE LATE 1950'S. IN THESE FILES METES AND BOUNDS DESCRIPTIONS WERE FOUND FOR THE LOTS WITHIN THIS SUBDIVISION. THE TRUE AUTHORSHIP OF SAID DESCRIPTIONS IS UNKNOWN, YET CONTAINED IN THE FILES PREPARED BY WALTER REID. THE DESCRIPTION LABELED "PARCEL W-1" WITHIN THESE DESCRIPTIONS IS DATED JUNE 29, 1959 AND CONTAINS ALL THE COURSES AND DISTANCES AROUND LOT W-1 AS PLATTED WITH THE ADDITION OF A FINAL COURSE; "N. 66°36' W., 47.19 FEET". IT IS MY OPINION THAT THIS FINAL COURSE AS DESCRIBED WAS INTENDED TO BE PLATTED BUT WAS OMITTED AS AN OVERSIGHT OR DRAFTING ERROR ON THE RECORDED PLAT.
- AT THE REQUEST OF THE MONO COUNTY DEPARTMENT OF PUBLIC WORKS THE NORTHWESTERLY CORNER OF LOT W-4 WAS RESET AS PART OF THIS SURVEY AT THE LOCATION ON THE GROUND AS ORIGINALLY ESTABLISHED PER R1. IT IS NOT THE INTENT OF THIS SURVEY TO DEFINE THE OWNERSHIP LIMITS OF ANY LOTS SHOWN HEREON.



TRI STATE SURVEYING, LTD

425 EAST LONG STREET
 CARSON CITY, NEVADA 89706-2418
 (775) 887-9911 • FAX # 887-9915

07445.01.CM

SHEET 2
 OF 2

RECORDING REQUESTED BY

County of Mono

AND WHEN RECORDED MAIL TO

Name: N. Edward Denton, Dist. Atty.
Street Address: P.O. Box 617
City: Bridgeport, Ca. 93517

MAIL TAX EXEMPT TO

Name: County of Mono
Street Address: Bridgeport, Ca. 93517

3044

VOL 180 pg 145

RECORDED AT REQUEST OF
County of Mono
AT 30 MIN. PAST 3P M
VOL 180 OFFICIAL RECORDS, PG 145

JAN 6 1975

MONO COUNTY, CALIFORNIA

Quinn M. Hubbs
COUNTY RECORDER

NO FEE

COMPARED
INDEXED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 3.30
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.

Signature of Declarant or Agent determining Firm Name

Grant Deed

TO 408.1 CA (1-70)

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,
Harris C. Larson and Helen I. Larson, husband and wife

hereby GRANT(S) to
County of Mono

the following described real property in the
County of Mono, State of California:

Parcel Y-9 of the Mill Creek Ranch Subdivision, County of Mono
State of California according to the Official Map thereof,
filed in the office of the County Recorder, Mono County,
State of California on December 29, 1959, pages 27, 27A,
and 27B of Maps.

Dated October, 1974

Harris C. Larson
Helen I. Larson

STATE OF CALIFORNIA }
COUNTY OF Inyo } ss.
On October 21, 1974 before me, the undersigned, a Notary Public in and for said State, personally appeared
Harris C. Larson and
Helen I. Larson

known to me to be the person s whose name s are subscribed to the within instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature: *Beverly Hopkins*



Name (Typed or Printed)

(This area for official notarial seal)

RECORDING REQUESTED BY

County of Mono

AND WHEN RECEIVED MAIL TO

N. Edward Denton,
District Attorney
Bridgeport, Ca. 93517

Name
Street Address
City & State

307 VOL 180 No. 144

RECORDED AT REQUEST OF
County of Mono
AT 30 MIN. PAST 3P
VOL 180 OFFICIAL RECORDS, PG 144
JAN 6 1975
MONO COUNTY, CALIFORNIA

Ann M. Webb

COMPARED
INDEXED

NO FEE

SPACE ABOVE THIS LINE FOR RECORDER'S USE

MAX TAX STATEMENT TO

County of Mono

Bridgeport, Ca. 93517

Name
Street Address
City & State

DOCUMENTARY TRANSFER TAX \$ 32.30
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES REMAINING AT TIME OF SALE.
John Wolin
Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TO 408.1 CA (1-70)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

John Wolin and Mayme L. Wolin, husband and wife

hereby GRANT(S) to
County of Mono

the following described real property in the
County of Mono, State of California:

Parcel Y-8 of the Mill Creek Ranch Subdivision, County of Mono,
State of California, According to the official map thereof
filed in the office of the County Recorder of Mono County,
State of California on December 29, 1959, in book 2, pages
27, 27A, and 27B of Maps.

Dated October, 1974

STATE OF CALIFORNIA }
COUNTY OF Los Angeles } ss.

On Oct. 28th, 1974 before me, the under-
signed, a Notary Public in and for said State, personally appeared
John Wolin and
Mayme L. Wolin

known to me
to be the persons whose names are subscribed to the within
instrument and acknowledged that they executed the same.
WITNESS my hand and official seal.

Signature *Elizabeth Gaudette*

Name (Typed or Printed)



(This area for official notarial seal)

Title Order No.

Escrow or Loan No.

Exhibit B
Contract

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of Mono

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

County of Mono, Community Dev

By *Tony Dublino* Grantee
2D37929938144E7
(Signature of Authorized Representative)

Title Director of Public Works
Date 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By *Cristelle Fazeli*
7009862C771E404...
Date 2/14/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801087	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000013445			PROJECT NO. 18-26-002, 18-26-003, 18-26-004, 18-26-005
AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$400,000.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Mono

GRANTEE DocuSigned by:

By: Tony Dublino
2D37929938144E7...

Signature of Authorized Representative

Title: Director of Public Works

Date: 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: Cristelle Fazeli
7009862C771F404...

Date: 2/14/2022

Amendment 1
Contract Extension

**State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

AMENDMENT TO CONTRACT

Contract No. C9801087 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the County of Mono

The State and, County of Mono in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

The appropriation liquidation date has been extended to June 30, 2028.
Special Provisions language regarding Executive Order N-6-22 has been added.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: County of Mono

By 

Title Director of Public Works
Applicant's Authorized Representative as shown in Resolution

Date December 12, 2023

STATE DEPARTMENT OF PARKS AND RECREATION

By  DocuSigned by:
Cristelle Fazeli

Date 12/20/2023

**CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)**

CONTRACT NO C9801087	AMENDMENT NO 1	FISCAL SUPPLIER I.D. 0000013445	PROJECT NO 18-26-002, 18-26-003, 18-26-004, 18-26-005		
AMOUNT ENCUMBERED BY THIS DOCUMENT	FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$400,000	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2023/24	
TOTAL AMOUNT ENCUMBERED TO DATE \$400,000	Reporting Structured 37900091	Account/Alt Account 5432000- 5432000000	ACTIVITY CODE 69806	PROJECT/WORK PHASE	

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I. Use of Facilities

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2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

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Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

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GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

SIGNATURES


County of Mono
GRANTEE

By: 
Signature of Authorized Representative

Title: Paul Roten, Director of Public Works

Date: December 19, 2023

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
7009862C771F404...

Date: 12/20/2023

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Lydia Willett

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the County of Mono, California (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for repair existing sports court and which might include various park improvements at Bridgeport on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-26-003 , (hereinafter referred to as "Grant") for repair existing sports court and which might include various park improvements at Bridgeport on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond

Act Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner: _____

Owner: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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, _____, a 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.

Signature _____ (Seal)

Exhibit A
Legal Description

LEGAL DESCRIPTION OF BRIDGEPORT PARK

Vol 180 page 218

Res 75-5, Vol 180 page 279

A Parcel of land in the town of Bridgeport, County of Mono, State of California, as shown on a map recorded in Book 1, Page 18 of Maps in the office of the County Recorder of said County, and More Particularly described as follows:

Beginning at the intersection of the West right of way line of School Street and the South right of way line of Emigrant Street; Thence North 89 degrees 43 minutes 33 seconds West along the South right of way line of Emigrant Street, 232 feet, more or less, to North 89 degrees 43 minutes 33 seconds West, 50.00 feet; thence North 0 degrees 15 minutes 33 seconds West 100.00 feet; thence South 89 degrees 43 minutes 33 seconds East, 5.00 feet along the South right of way line of Emigrant Street to the point of beginning.

EXHIBIT A - 1

POR. SEC.28,29,32,33 T.5N., R.25E., M.D.B.& M.
BRIDGEPORT NORTH

Tax Rate Area
51-07

08-09



DEED RESTRICTED
PORTION OF APN
008-093-033-000

1 Inch = 100 Feet

P.M.32-37, M.B.3-39 (008-091-037 THRU 042)
P.M.32-33, M.B.2-94 (008-091-035 THRU 036)
M.B.1-18, BRIDGEPORT
P.M.32-49, M.B.4-104 (008-091-043 THRU 044)

LLA06-05, 08-1566 (008-091-045 THRU 048)
LM19-001-MC DOC#2019001537 (008-090-049)

Note: This map is prepared for the use of the Mono County Assessor, for assessment purposes only. It does not necessarily represent a survey of the premises. No liability is assumed as to the sufficiency or accuracy of the data drawn hereon.

Revised By: S. Robison	Created: 1991	Revised: 5/20/2019
Mono County Cadastral Mapper		

UNINCORPORATED AREA
Book 08, Page 09
County of Mono, California
Assessor's Block Numbers Shown in Ellipses.
Assessor's Parcel Numbers Shown in Circles.
Assessor's Condo Parcel Numbers Shown in 3 Digits.
Assessor's PUD Parcel Numbers Shown in 2 Digits.

1
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RESOLUTION NO. 75-5

RESOLUTION OF ACCEPTANCE OF PROPERTY

WHEREAS, there is a Grant Deed dated January 6, 1975, executed by Kenneth O. and Carolyn Strosnider wherein they, and both of them grant to the County of Mono all their title and interest in that certain parcel of land in the County of Mono, State of California, recorded in Book 1, Page 18 of Maps in the Office of the County Recorder of said County, and

WHEREAS, the County of Mono wishes to accept said Deed from Kenneth O. and Carolyn Strosnider.

NOW, THEREFORE, BE IT RESOLVED that the County of Mono does hereby accept from Kenneth O. and Carolyn Strosnider the property as described in the Grant Deed dated January 6, 1975, and executed by Kenneth O. and Carolyn Strosnider.

DATED: January 14, 1975

ATTEST: Ann M. Webb
County Clerk

Eugene J. Hanson
Eugene J. Hanson, Chairman
Board of Supervisors
County of Mono

By Dayme S. Payne
Principal Clerk

The foregoing instrument is a full, true and correct copy of the original on file in this office.

Attest January 15 1975
ANN M. WEBB, County Clerk and Clerk of the Superior Court,
of the State of California, in and for the County of Mono

By Dayme S. Payne Deputy

RECORDING REQUESTED BY

BOARD OF SUPERVISORS

AND WHEN RECORDING SENT TO

CLERK'S OFFICE

Bridgeport Park

08-093-

3152

VOL. 180 278

RECORDED AT REQUEST OF
Board of Supervisors
AT 30 MIN PAST 3P
VOL. 180 OFFICIAL RECORDS, PG. 278
JAN 15 1975
MONO COUNTY, CALIFORNIA

Ann M. Hall

NO FEE

COMPARED
INDEXED

SPACE ABOVE THIS LINE FOR RECORDER'S USE

DOCUMENTARY TRANSFER TAX \$ 6.60
COMPUTED ON FULL VALUE OF PROPERTY CONVEYED,
OR COMPUTED ON FULL VALUE LESS LIENS AND
ENCUMBRANCES EXISTING AT TIME OF SALE.
[Signature]
Signature of Declarant or Agent determining tax. Firm Name

Grant Deed

THIS FORM FURNISHED BY TITLE INSURANCE AND TRUST COMPANY

TD 600 - CA (1-70)

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, \$6,000.00

KENNETH O. STROSNIDER, AND CAROLYN STROSNIDER, his wife

hereby GRANT(S) to

COUNTY OF MONO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

the following described real property in the TOWN OF BRIDGEPORT
County of MONO, State of California:

A parcel of land in the town of Bridgeport, County of Mono, State of California, as shown on the Map recorded in Book 1, Page 18 of Maps in the office of the County Recorder of said County, and more particularly described as follows:

Beginning at the intersection of the West right of way line of School Street and the South right of way line of Emigrant Street; thence North 89° 43' 33" West along the South right of way line of Emigrant Street, 232 feet, more or less, to the true point of beginning; thence South 0° 15' 33" East, 100.00 feet; thence North 89° 43' 33" West, 50.00 feet; thence North 0° 15' 33" West 100.00 feet; thence South 89° 43' 33" East, 50.00 feet along the South right of way line of Emigrant Street to the point of beginning.

Dated January 6, 1975

Kenneth O. Strosnider
Carolyn Strosnider

STATE OF CALIFORNIA } ss.
COUNTY OF Mono

On January 6, 1975 before me, the undersigned, a Notary Public in and for said State, personally appeared Kenneth O. Strosnider & Carolyn Strosnider

known to me to be the person whose name subscribed to the within instrument and acknowledged that they executed the same. WITNESS my hand and official seal.

Signature Bonnie J. Symmonds
Name (Typed or Printed) Bonnie J. Symmonds



Title Order No.

Escrow or Loan No.

Exhibit B
Contract

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of Mono

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

County of Mono, Community Dev

By *Tony Dublino* Grantee
2D37929938144E7
(Signature of Authorized Representative)

Title Director of Public Works
Date 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By *Cristelle Fazeli*
7009862C771E404...
Date 2/14/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801087	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000013445			PROJECT NO. 18-26-002, 18-26-003, 18-26-004, 18-26-005
AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$400,000.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Mono

GRANTEE DocuSigned by:

By: Tony Dublino
2D37929938144E7...

Signature of Authorized Representative

Title: Director of Public Works

Date: 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: Cristelle Fazeli
7009882C771F404...

Date: 2/14/2022

Amendment 1
Contract Extension

**State of California – Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION**

AMENDMENT TO CONTRACT

Contract No. C9801087 Amendment No. 1

THIS AMENDMENT is hereby made and agreed upon by the State of California, acting through the Director of the Department of Parks and Recreation and by the County of Mono

The State and, County of Mono in mutual consideration of the promises made herein and in the contract in which this is an amendment, do promise as follows:

The appropriation liquidation date has been extended to June 30, 2028.
Special Provisions language regarding Executive Order N-6-22 has been added.

In all other respects, the contract of which this is an amendment, and the terms and conditions if relevant thereto, shall remain in full force and effect. In witness whereof the parties hereto have executed this amendment as of the date entered below.

Applicant: County of Mono

By 

Title Director of Public Works
Applicant's Authorized Representative as shown in Resolution

Date December 12, 2023

STATE DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By 

7009882C771F404...

Date 12/20/2023

**CERTIFICATION OF FUNDING
(FOR STATE USE ONLY)**

CONTRACT NO C9801087	AMENDMENT NO 1	FISCAL SUPPLIER I.D. 0000013445	PROJECT NO 18-26-002, 18-26-003, 18-26-004, 18-26-005		
AMOUNT ENCUMBERED BY THIS DOCUMENT	FUND Drought, Water, Cln Air, Cstl Protc, Outdoor Fund				
PRIOR AMOUNT ENCUMBERED BY THIS CONTRACT \$400,000	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2023/24	
TOTAL AMOUNT ENCUMBERED TO DATE \$400,000	Reporting Structured 37900091	Account/Alt Account 5432000- 5432000000	ACTIVITY CODE 69806	PROJECT/WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2028.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds may be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the grant and

any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

III. SPECIAL PROVISIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. This Executive order extends to recipients of any State Grants (Grantee). Grantees include those who have contracted or will contract to receive State grants funds. Accordingly, should the State determine that a Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide the Grantee advance written notice of such termination, allowing the Grantee at least 30 calendar days to provide a written response. **Termination of any contract found to be in violation of this Executive Order shall be at the sole discretion of the State.**

SIGNATURES


County of Mono
GRANTEE

By: 
Signature of Authorized Representative

Title: Paul Roten, Director of Public Works

Date: December 19, 2023

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
7009862C771F404...

Date: 12/20/2023

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Lydia Willett

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, the County of Mono, California (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for The Lee Vining Park Connection including park improvements, walking paths, and other park features at a portion of the Mono County Yard in Lee Vining, Mono County, California, more particularly described on the attached Exhibit A; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-26-004 , (hereinafter referred to as "Grant") for Install multi-sport pump track, and walking paths at Lee Vining Community Center on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond Act

Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted; and

VI. WHEREAS, Owner(s) has/have elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2038.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and

including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner: _____

Owner: _____

Title: _____

Title: _____

Signed: _____

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
(GRANTEE'S AUTHORIZED REPRESENTATIVE)

PRINT/TYPE NAME & TITLE OF ABOVE
(ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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, _____, a 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.

Signature _____ (Seal)

EXHIBIT A

A DEED RESTRICTION ACROSS THAT PARCEL AS RECORDED
IN VOLUME 37, PAGES 7 & 8, IN THE COUNTY OF MONO,
CALIFORNIA, AND BEING LOCATED IN A PORTION OF THE
NW1/4 SW1/4 AND SW1/4 NW1/4 OF SECTION 9, T1N, R26E,
MDBM, COUNTY OF MONO, CALIFORNIA

FURTHER DESCRIBED AS the southeasterly 73.00 feet of said parcel;

SEE EXHIBIT "B" attached hereto and made a part hereof.



VOLUME 55,
PAGE 377

VOLUME 888,
PAGE 435

VOLUME
37,
PAGES
7 & 8

Highway 395

LAND
OF
L.A.D.W.P

DEED
RESTRICTED
PORTION OF
VOLUME 37,
PAGES 7 & 8

73.00'

VOLUME 49,
PAGE 393

1" = 70'

A DEED RESTRICTION ACROSS THAT PARCEL AS
RECORDED IN VOLUME 37, PAGES 7 & 8, IN THE
COUNTY OF MONO, CALIFORNIA, AND BEING
LOCATED IN A PORTION OF THE NW $\frac{1}{4}$ SW $\frac{1}{4}$ AND
SW $\frac{1}{4}$ NW $\frac{1}{4}$ OF SECTION 9, T1N, R26E, MDBM,
COUNTY OF MONO, CALIFORNIA

LEE VINING ROAD SHOP
DEED RESTRICTION

EXHIBIT B

6/3/24

S. Robison
Mono County

D E E D

THIS INDENTURE, made this 9th day of March, 1957, between The City of Los Angeles, a municipal corporation organized and existing under and by virtue of the laws of the State of California, and the Department of Water and Power of The City of Los Angeles, a department of said City created and existing under and by virtue of the Charter of said The City of Los Angeles, hereinafter collectively referred to as "Grantor", and

COUNTY OF MONO, a body politic and corporate of the State of California

hereinafter referred to as "Grantee",

W I T N E S S E T H:

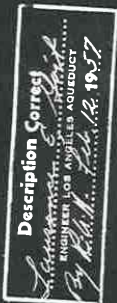
For a valuable consideration, receipt whereof is hereby acknowledged, and as authorized and directed by Resolution No. 513 of the Board of Water and Power Commissioners of The City of Los Angeles, adopted December 20, 1956, and by Ordinance No. 108,847 of The City of Los Angeles, approved February 2, 1957, the said Grantor hereby grants, bargains, sells and conveys unto said Grantee all that certain real property situate in the County of Mono, State of California, and more particularly described as follows, to-wit:

That portion of the NW $\frac{1}{4}$ SW $\frac{1}{4}$ and SW $\frac{1}{4}$ NW $\frac{1}{4}$ of Section 9, Township 1 North, Range 26 E., M.D.B. & M., bounded and described as follows:

Beginning at a point in the Easterly right of way line of the California State Highway which is N. 30°16' W. 306.00 feet from the intersection of the Northerly line of First Street in the Town of Lee Vining, as per map of said town filed in the office of the County Recorder of said Mono County on the 7th day of July 1937, and the Easterly right of way line of the California State Highway; thence N. 41°17' E. 64.03 feet; thence N. 12°54' W. 332.82 feet; thence N. 67°09' W. 266.72 feet, more or less, to a point in the said Easterly right of way line which is N. 30°16' W. 551.25 feet from the point of beginning; thence S. 30°16' E. along the said Easterly right of way line 551.25 feet to the point of beginning. Containing 1.21 acres, more or less.

SUBJECT TO taxes and assessments, if any, for the fiscal year 1956-57; and subject to any and all existing rights of way and encroachments, and to all easements, covenants, conditions, restrictions and other matters of record.

EXCEPTING THEREFROM AND RESERVING unto The City of Los Angeles all water and water rights, whether surface, sub-surface, or of any other kind, and all water and water rights appurtenant or in anywise incident to the real property herein described, or used thereon, or in connection therewith, together with the right to develop, take, transport, control, regulate and use all such water;



FURTHER RESERVING unto The City of Los Angeles the right to set power poles and guy wires and to construct, maintain and repair power lines on, over and across said property, together with the right of ingress and egress to and from the same, and the right to prune or trim trees at any time growing or standing upon said property, in such manner as to prevent interference of the same with any electric, telephone or telegraph lines of the said City and/or said Department at any time existing, whether operated on or over private property or on or over streets or highways.

TO HAVE AND TO HOLD, all and singular the above described premises unto said Grantee forever.

IN WITNESS WHEREOF, said The City of Los Angeles has caused this instrument to be executed in its behalf by its Mayor and its corporate seal to be hereunto affixed and attested by its City Clerk, thereunto respectively authorized and directed by said Ordinance, and said Board of Water and Power Commissioners of The City of Los Angeles, likewise thereunto authorized and directed by said Ordinance, and acting by its President (or its Vice-President) and its Secretary (or its Assistant Secretary) thereunto respectively authorized by said Resolution of said Board, has executed this instrument on behalf of said Department of Water and Power of The City of Los Angeles, the day and year first above written.

THE CITY OF LOS ANGELES
By [Signature]
MAR 4 1957

Attest:

[Signature]
City Clerk

DEPARTMENT OF WATER AND POWER OF
THE CITY OF LOS ANGELES BY BOARD
OF WATER AND POWER COMMISSIONERS
OF THE CITY OF LOS ANGELES

By [Signature]
President

And [Signature]
Secretary

APPROVED AS TO FORM AND LEGALITY
ROGER ARNEBERGH
City Attorney

FEB 19 1957

By [Signature]
GEO. K. WHITWORTH, Deputy

STATE OF CALIFORNIA }
 COUNTY OF LOS ANGELES } SS

On this 5th day of March, 1957, before me, _____

M. B. WILSON, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared NORRIS FOULSON known to me to be the _____ Mayor, and WALTER C. PETERSON, known to me to be the _____ City Clerk of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said The City of Los Angeles and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

M. B. Wilson

Notary Public in and for said
 County and State

My Commission Expires May 28, 1958

STATE OF CALIFORNIA }
 COUNTY OF LOS ANGELES } SS

On this 7th day of March, 1957, before me, _____

Opal L. Murphy, a Notary Public in and for said County and State, duly commissioned and sworn, personally appeared J. C. MOLLER, JR. known to me to be the _____ President, and JOSEPH L. WILLIAMS known to me to be the _____ Secretary of the Board of Water and Power Commissioners of The City of Los Angeles, the governing body of the Department of Water and Power of The City of Los Angeles, the municipal corporation that executed the within instrument, known to me to be the persons who executed the within instrument on behalf of said Department of Water and Power of The City of Los Angeles, and acknowledged to me that such municipal corporation executed the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year in this certificate first above written.

Opal L. Murphy
 Notary Public in and for said
 County and State

My Commission Expires December 9, 1960

CERTIFICATE OF ACCEPTANCE

I, GEO. C. DELURY, JR., Clerk of the County of Mono, in accordance with the provisions of Resolution No. 180, do hereby, on behalf of the County of Mono, accept the attached grant of real property and authorize its recordation.

Date: APRIL 1, 1957

Geo. C. Delury, Jr.
GEO. C. DELURY, JR., County Clerk,
County of Mono, State of California



1098

RECORDED AT REQUEST OF

COUNTY OF MONO

AT 5 MIN. PAST 3 PM
VOL 37 OFFICIAL RECORDS, PG 7

APR -2 1957

MONO COUNTY, CALIFORNIA

Naomi V. Smith
Naomi V. Smith
COUNTY RECORDER

No fee INDEXED 2

PERMANENT RECORD



**Lee Vining Park Connection
Exhibit B - Contract**

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE County of Mono

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

County of Mono, Community Dev

By *Tony Dublino* Grantee
2D37929938144E7
(Signature of Authorized Representative)

Title Director of Public Works
Date 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By *Cristelle Fazeli*
7009862C771E404...
Date 2/14/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801087	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000013445			PROJECT NO. 18-26-002, 18-26-003, 18-26-004, 18-26-005
AMOUNT ENCUMBERED BY THIS DOCUMENT \$400,000.00		FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund			
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18	FISCAL YEAR 2021/22	
TOTAL AMOUNT ENCUMBERED TO DATE \$ \$400,000.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69806	PROJECT / WORK PHASE	

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as “GRANTOR,” “DEPARTMENT” or “STATE”) and County of Mono (hereinafter referred to as “GRANTEE”).

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as “GRANT MONIES”) not to exceed \$400,000, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as “PER CAPITA GRANT”). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term “ACT” means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term “APPLICATION” means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term “DEPARTMENT” or “STATE” means the California Department of Parks and Recreation.
4. The term “DEVELOPMENT” means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term “GRANTEE” means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term “GRANT SCOPE” means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term “PROCEDURAL GUIDE” means the document identified as the “Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program.” The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

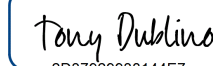
The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

County of Mono

GRANTEE DocuSigned by:

By: 
2D37929938144E7...

Signature of Authorized Representative

Title: Director of Public Works

Date: 2/14/2022

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:
By: 
7009882C771F404...

Date: 2/14/2022



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: County Counsel, Code Enforcement

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Christopher Beck, County Counsel

SUBJECT Proposed Ordinance Adding Chapter 1.14 (Administrative Subpoenas) to the Mono County Code

AGENDA DESCRIPTION:

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

Proposed ordinance amending the Mono County Code to authorize county staff to issue administrative subpoenas in connection with county investigations of alleged violations of county regulations.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

The fiscal impact of implementing the ordinance can be absorbed with current staff resources.

CONTACT NAME: Anne Frievalt

PHONE/EMAIL: 805 216-9290 / afrievalt@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance
Exhibit to Ordinance - Code Amendment MCC Chapter 1.14

History

Time	Who	Approval
6/11/2024 10:42 AM	County Counsel	Yes

6/11/2024 2:23 PM

Finance

Yes

6/13/2024 7:29 PM

County Administrative Office

Yes

County Counsel
Christopher L. Beck

Deputy County Counsel
Emily R. Fox
Jeff Hughes

Temporary Staff Attorney
Anne L. Frievalt

**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: Christopher Beck, County Counsel
Date: June 18, 2024
Re: Ordinance amending the Mono County Code to authorize administrative subpoenas in county investigations of violations of county regulations

Strategic Plan Focus Area(s) Met

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

Discussion

Subpoenas are a legally enforceable means to compel a person or entity to appear and testify and to produce documents and other relevant items. There are three types of subpoenas: judicial, legislative and administrative. Judicial subpoenas are issued by judges or attorneys in connection with court proceedings. Legislative subpoenas are issued by legislative bodies to compel witness testimony at public hearings. Administrative subpoenas are issued by government staff to assist in the performance of governmental duties. Federal, state, and local agencies commonly use administrative subpoenas to gather information for regulatory enforcement.

Administrative subpoenas are different than search warrants and inspection warrants. Administrative subpoenas legally compel the production of documents, things or testimony, but do not permit staff to enter, search, or seize any private property.

County staff do not currently have authority to issue administrative subpoenas but can be authorized to do so by county ordinance. The proposed ordinance would amend the county code to authorize the County Administrative Officer to direct County Counsel to issue administrative subpoenas in connection with specific investigations of specific violations of county regulations where there is a reasonable belief that a violation occurred. To enforce an administrative subpoena, the County would need to seek a court order. This requirement provides judicial oversight of the reasonableness and legality of an administrative subpoena issued by county staff.

The proposed ordinance would amend the code by adding the below language:

**Chapter 1.14
ADMINISTRATIVE SUBPOENAS**

Administrative Subpoena.

The CAO, or his or her designee, shall have the authority to request that county counsel subpoena persons to require the production of books, papers, records or other relevant items and to compel their attendance and testimony at hearings. Any administrative subpoena issued pursuant to this section shall be submitted in writing by the county attesting that the county has reasonable belief of a violation of a county regulation as defined in Section 1.12.010(b) and must be related to a specific investigation by the county alleging specific violation of a county regulation. The response must be received within 15 days, or a longer period upon mutual agreement of the parties. Failure to comply with such subpoena shall be punishable as a misdemeanor pursuant to Section 1.04.060, and enforceable by any means authorized by law.

Administrative subpoenas would provide the county with an important tool to investigate alleged violations, thereby improving the county's ability to effectively, efficiently and fairly enforce county regulations governing matters such as short-term rental violations, permit violations, and General Plan violations.

Environmental Review

The adoption of this ordinance does not constitute a "project" within the meaning of the California Environmental Quality Act ("CEQA"). It can be seen with certainty that there is no possibility that it may have an impact on the environment. (CEQA Guidelines Section 15061(b)(3))

Fiscal Impact

The fiscal impact of implementing the ordinance can be absorbed with current staff resources.

If you have any questions regarding this item, please call or email me at 760-924-1706 or cbeck@mono.ca.gov.



ORD24-__

**ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS ADDING
CHAPTER 1.14 (ADMINISTRATIVE SUBPOENAS) TO THE MONO COUNTY CODE**

WHEREAS, administrative subpoenas would be an effective means for the county to obtain testimony, documents and other items relevant to determining whether a county regulation has been violated;

WHEREAS, the Mono County Code does not currently authorize the use of administrative subpoenas in connection with the county's investigations of alleged violations of county regulations;

WHEREAS, Mono County desires to amend Title 1 (General Provisions) of the Mono County Code to add a new chapter under which the County Administrative Officer, or his or her designee, may direct that administrative subpoenas be issued requiring the production of records, items and/or testimony pertinent to investigations of alleged violation of county regulations under the Mono County Code.

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

SECTION ONE:

Title 1 of the Mono County Code is hereby amended to add Chapter 1.14 which reads as set forth in Exhibit "A" attached hereto and incorporated herein by this reference.

SECTION TWO:

The Board of Supervisors finds, pursuant to Title 14 of the California Code of Regulations, Section 15378(b)(5), that this ordinance is exempt from the requirements of the California Environmental Quality Act (CEQA) in that it is a governmental, organizational or administrative activity that will not result in direct or indirect changes in the environment.

SECTION THREE:

If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be invalid, such decision or decisions shall not affect the validity of the remaining portions of this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance, and each section, subsection, sentence, clause and phrase thereof irrespective of

1 the fact that any one or more sections, subsections, sentences, clauses or phrases be declared
2 invalid.

3 **SECTION FOUR:**

4 This ordinance shall become effective 30 days from the date of its adoption and final
5 passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this
6 ordinance and also publish the ordinance in the manner prescribed by Government Code section
7 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to so
8 publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30
9 days after the date of publication.

10 **PASSED, APPROVED and ADOPTED** this _____ day of _____ 2024, by
11 the following vote, to wit:

12 **AYES:**

13 **NOES:**

14 **ABSENT:**

15 **ABSTAIN:**

16 _____
17 John Peters, Chair
18 Mono County Board of Supervisors

19 **ATTEST:**

20 **APPROVED AS TO FORM:**

21 _____
22 Clerk of the Board

23 _____
24 County Counsel

Chapter 1.14
ADMINISTRATIVE SUBPOENAS

Administrative Subpoena.

The CAO, or his or her designee, shall have the authority to request that county counsel subpoena persons to require the production of books, papers, records or other relevant items and to compel their attendance and testimony at hearings. Any administrative subpoena issued pursuant to this section shall be submitted in writing by the county attesting that the county has reasonable belief of a violation of a county regulation as defined in Section 1.12.010(b) and must be related to a specific investigation by the county alleging specific violation of a county regulation. The response must be received within 15 days, or a longer period upon mutual agreement of the parties. Failure to comply with such subpoena shall be punishable as a misdemeanor pursuant to Section 1.04.060, and enforceable by any means authorized by law.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

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): Sandra Moberly, Mary Booher, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
6/11/2024 9:35 AM	County Counsel	Yes
5/17/2024 1:11 PM	Finance	Yes
6/11/2024 11:27 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Community Development

TIME REQUIRED 1.5 hours

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director, Aaron Washco,
Planning Analyst, and MIG consultant
team

SUBJECT Potential Revisions to Short-Term
Rental Policies and Regulations

AGENDA DESCRIPTION:

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

Presentation on draft General Plan and County Code amendments resulting from the Short-Term Rental Study and subsequent policy direction.

RECOMMENDED ACTION:

Review and provide direction on draft General Plan and County Code amendments and specific policy questions, direct staff to conduct another round of community outreach, and provide any further desired direction.

FISCAL IMPACT:

None at this time. Staff time and consultant budget are included in the FY 2023-24 department budget.

CONTACT NAME: Aaron Washco

PHONE/EMAIL: 760-924-1810 / awashco@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
1a General Plan Countywide Policies
1b General Plan Land Use Designations
1c General Plan Chapter 25 - STRs
1d General Plan Chapter 26 - VHRs
1e Mono County Code Chapter 5.65 - STRs
2 Policy options and discussion

History

Time	Who	Approval
6/13/2024 9:02 AM	County Counsel	Yes
6/13/2024 7:52 AM	Finance	Yes
6/13/2024 7:21 PM	County Administrative Office	Yes

Mono County Community Development

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

June 18, 2024

To: Mono County Board of Supervisors

From: Aaron M. Washco, Planning Analyst

Re: SHORT-TERM RENTAL POLICY UPDATES

FISCAL IMPACT

None.

RECOMMENDATION

1. Receive staff report and virtual workshop;
2. Deliberate policy revision draft text and alternatives; and
3. Provide additional direction to staff, including any desired changes to draft policy revisions.

BACKGROUND

On February 20, 2024, the Mono County Board of Supervisors received a presentation on a study concerning the effects of short-term rentals (“STRs”) on the Mono County housing market and economy that was prepared by MIG, Inc. (MIG) and BAE Urban Economics, Inc. At the same February 20, 2024, Board meeting, the Board discussed potential policy updates and provided direction to staff on policy options of interest. The Board additionally directed staff to conduct outreach to the communities through the Regional Planning Advisory Committees (“RPACs”). Presentations were given at the following RPACs and input was gathered through a “sticky star” exercise wherein participants could indicate policies they support and oppose:

- June Lake Citizens Advisory Committee: March 6
- Antelope Valley RPAC: March 7
- Bridgeport Valley RPAC (no quorum): March 14
- Mono Basin RPAC (no quorum): March 13
- Long Valley RPAC: March 21

In addition, the Planning Commission received a presentation on the study and provided feedback on the potential policy options on March 21.

At the April 2, 2024, Board meeting, the input gathered via community outreach was presented to the Board. Subsequently, the Board directed the Mono County Community Development Department to draft numerous revisions to the County’s short-term and transient rental policies and regulations, including the following:

1. Set a numeric cap on STR permits in June Lake.*
2. Increase violation fees.*
3. Implement a two-year waiting period before any new property can apply for a STR permit. *

4. Prohibit STR permits for a specified period where an eviction has occurred on a property in the previous two years.*
5. Allow one new STR to be permitted for three new workforce housing units.*
6. Do not allow a long-term renter to occupy an accessory dwelling unit (“ADU”) on a property while allowing STRs in the main home, and do not allow the ADU to be rented as an STR if the main unit is occupied by the owner or long-term renter.*
7. Increase compliance standards.
8. Amend language in the code regarding property rights to state STR permits do not run with the land.
9. Retain existing permitting requirements.
10. Require the same approval process for multi-family residential units as single-family residential units (two-permit, stricter process).
11. Consolidate the permitting process into a single unified procedure with a single set of terms and requirements for all permits, regardless of land use designation.
12. Add language to explore partnering with an organization to create a renter-owner matching program.
13. Allow “hosted” STRs and change county definitions and regulations for “occupied” STRs.
14. Add language to explore partnering with Sierra Business Council (or another entity) or create a new position to help housing development applicants through the development review and permitting process.
15. Encourage other jurisdictions, such as the Town of Mammoth Lakes, Inyo County, and the City of Bishop, to regulate STRs.
16. Add language to consider amending the definition of STRs of residential properties to include fractional ownership and/or timeshares.
17. Continue to require annual renewals for all STR permits.

** = Board requested options be provided, and/or additional discussion and/or direction is needed*

The Board additionally provided direction on the following issues, which do not require policy changes and will be addressed separately through implementation and budget decisions:

1. Increase compliance staffing.
2. Consolidate STR permitting and tracking and create a universal tracking system.
3. Publicize the County’s pre-approved ADU plans.
4. Highlight State housing law.
5. Offer loans and/or grants.
6. Collect code compliance data.
7. Track and report on STR transient occupancy tax revenue.
8. Track and report on STR permit activity and trends in the County’s annual report or as requested by the Board.

Upon receiving this direction from the Board, the Community Development Department again contracted with MIG to draft the policy and regulatory amendments requested by the Board. Since executing the contract, Community Development Department staff, MIG staff, and staff from County Counsel’s office have been working together to design and draft potential policy revisions.

DISCUSSION

At this June 18, 2024, Board hearing, MIG's Director of Planning Services for Northern California, Shawna Brekke-Read, and Associate Project Planner, Virginia Morgan, will be presenting a virtual workshop to the Board. The workshop will include an initial draft of certain policy revisions (Attachment 1) on which the Board can provide feedback and additional direction. Attachment 2 includes an analysis of options requested by the Board for certain policies, and a policy discussion to ensure the implications are clearly understood. Based on the direction, staff will continue drafting policy changes and initiate another round of outreach through the Regional Planning Advisory Committees (RPACs) and Planning Commission. Based on those results, draft policies will either be brought back to the Board for additional input, or General Plan and County Code amendments will be initiated.

This staff report has been reviewed by the Community Development Director.

ATTACHMENTS:

1. Draft amendments to the following policies and regulations:
 - a. Mono County General Plan Land Use Element (MCGP LUE) Countywide and June Lake Issues/Opportunities/Constraints
 - b. MCGP LUE Land Use Designations
 - c. MCGP LUE Chapter 25, Short-Term Rentals
 - d. MCGP LUE Chapter 26, Vacation Home Rentals
 - e. Mono County Code Chapter 5.65, Regulations for Short-Term Rentals
2. Policy options and discussion

I. ISSUES/OPPORTUNITIES/CONSTRAINTS

This section identifies and analyzes issues, opportunities and constraints that affect the future development potential of the county's unincorporated areas. This section also summarizes the issues, opportunities, and constraints pertaining to land use in each of the Area Plan areas, and for the Bridgeport and Lee Vining Airport Land Use Plans (ALUPs). Many of the environmental constraints governing development are addressed in the Conservation/Open Space Element; this section of the Land Use Element summarizes those concerns in light of their relevance to the development of land use policies. Issues pertaining to the Mammoth Lakes Airport Land Use Plan are discussed in detail in those documents.

COUNTYWIDE ISSUES/OPPORTUNITIES/CONSTRAINTS

[...]

23. Short-term rentals in single-family residential areas meet a tourism market need and have the potential to utilize existing units for additional visitor accommodations, rather than units remaining vacant and not contributing to the local economy. As of the 2020 census, 32.8% of Mono County's housing stock was considered a vacation home. According to census data, Mono County has the second highest vacation home ownership percentage of counties in the state.

24. The County commissioned an in-depth study to analyze the relationship between short-term rentals and housing availability in the county in June of 2023.

25. Community outreach done as a part of the STR study included focus groups with more than 20 individual stakeholders in the county, as well as a separate survey to a county-wide audience conducted by County staff.

26. Concerns related to the STR study included a sense of urgency around lack of housing, a request for community-specific solutions, and a sense that the proper balance between housing and rental needs must be met.

COUNTYWIDE LAND USE POLICIES

GOAL 1. Maintain and enhance the environmental and economic integrity of Mono County while providing for the land use needs of residents and visitors.

Objective 1.D. Provide for the housing needs of all resident income groups, and of part-time residents and visitors.

Policy 1.D.7. The County will explore the potential to partner with an existing program or organization or develop a staff position to help housing development applicants through the development review and permitting process.

Policy 1.D.8. The County will research opportunities for an owner-renter matching program and evaluate the success of such programs in similar jurisdictions.

Objective 1.M. Regulations and ongoing monitoring of short-term rentals of residences in in all residential land use designations (e.g., SFR, ER, RR, or RMH, excluding MFR-M and MFR-H) are needed to protect residential neighborhood character and quality of life, as well as capture potential benefits to the extent possible.

Policy 1.M.1. Approvals of ~~Owner-Occupied~~Hosted and ~~Not Owner-Occupied~~Non-Hosted ~~short-term rental operations~~rental activity permits shall be specific to the property owner and non-transferrable. Sale or transfer of the property renders the approval to operate the rental null and void.

Action 1.M.1.a. The following permits are required to operate ~~Owner-Occupied~~Hosted and ~~Not Owner-Occupied~~Non-Hosted ~~short-term~~ rentals: 1) a Use Permit pursuant to Chapter 25, ~~and~~ 2) a Short-Term Rental (STR) Activity Permit pursuant to Mono County Code Section 5.65, which shall be. The STR Activity Permit shall be specific to the property owner and non-transferrable, ~~3) a valid business license, and 4) a Transient Occupancy Tax certificate.~~

Policy 1.M.2. Short-term rentals in ~~single family residential neighborhoods~~residences should support a model for the supplemental sharing of excess assets, rather than a full business or investment model.

Action 1.M.2.a. Only the property owner may apply for a short-term rental use permit, and the owner is the party directly responsible for the management of the unit.

Action 1.M.2.b. Short-term rental permits shall be limited to one per person or entity and one per parcel, except as provided for in the Commercial Lodging (CL) land use designation.

Policy 1.M.3. In addition to reasonable opposition by the neighborhood, short-term rental applications may be denied in neighborhoods with certain safety and/or infrastructure characteristics that are not compatible with visitor use, or where conflicts with other regulations exist.

Action 1.M.3.a. Short-term rental applications may be denied where one or more of the following safety or infrastructure conditions exist:

- Emergency access issues due to a single access point to/from the neighborhood (see Safety Element, Objective 5.D. and subsequent policies, and Land Use Element 04.180).
- Access to the parcel, in whole or part, includes an unimproved dirt road (e.g., surface is not paved or hardened with a treatment) and/or roads are not served by emergency vehicles.
- The majority of parcels in a neighborhood/subdivision are substandard or small (less than 7,500 square feet), potentially resulting in greater impacts to adjacent neighbors and/or changes to residential character.
- Current water or sewer service is inadequate or unable to meet Environmental Health standards.

Action 1.M.3.c. Opposition by a Homeowner's Association (HOA) Board on a short-term rental application shall be considered and may constitute reasonable neighborhood opposition. The HOA Board should send a Board-approved comment letter on the project to the County prior to the public hearing or testify at the hearing.

Action 1.M.3.d. Uses on federal lands (e.g., Forest Service cabins) are governed by federal regulations; however, these rentals are required to comply with County transient occupancy tax requirements.

Policy 1.M.4. To support the tourist economy, short-term rentals are allowed in a limited form, and additional opportunities may be explored.

Action 1.M.4.a. Support an even playing field, e.g., equitable regulations and taxation, between hotels/motels and short-term rentals to support existing commercial lodging facilities.

Policy 1.M.5. Expand the enforcement effort to be more proactive, comprehensive, and include a larger suite of tools and methods, subject to County resource availability and legality.

Action 1.M.5.a. Implement an education campaign regarding short-term rentals, which may include a flier in property tax bills or other County mailings/communications, posting regulations on hosting websites (e.g., Airbnb’s “Responsible Hosting” webpage), refocus the County’s related webpage, information via Mono County tourism marketing and the Chamber of Commerce, and local media articles.

Action 1.M.5.b. Consider providing for a private right of action for property owners within 100’ of a short-term rental, similar to the City and County of San Francisco, which may be resolved in small claims court and does not provide for attorneys’ fees recovery.

Action 1.M.5.c. Provide an anonymous reporting hotline for illegal rental activity and complaints.

Action 1.M.5.d. The County shall, resources permitting, invest in technology, systems, and services to support identification of violations, tracking, enforcement actions, and other compliance issues.

Action 1.M.5.e. The County shall, within legal constraints, coordinate information between departments such as Community Development, Environmental Health, Tax Collector, Sheriff, and Assessor to ensure comprehensive permitting, taxing, approvals, and enforcement.

Policy 1.M.6. Consider how local market conditions and policy regulatory approaches taken in nearby areas affect the balance of rental unit availability and long-term housing.

Action 1.M.6.b. Consider amending the definition of Short-Term Rentals to include residences that are fractionally owned by several individuals or a business entity, thereby requiring use permits and STR activity permits for these residences.

Action 1.M.6.b. Encourage adjacent and nearby jurisdictions such as Mammoth Lakes, the City of Bishop, and Inyo County to regulate short-term rentals.

Mono Basin

GOAL 10. Maintain the spectacular natural values of the Mono Basin and rural, small-town character of communities by managing growth, ensuring high-quality aesthetics, and providing for community development needs to enhance the quality of life for residents.

Objective 10.B.

Manage buildout of the Mono City subdivision to retain its rural character.

Policy 10.B.1. Limit the buildable area of Mono City to the existing subdivision footprint.

Action 10.B.1.a. Coordinate with the BLM to ensure the next update of the Bishop Resource Management Plan reflects the agreement to remove APN 019-110-010 from the BLM disposal list.

Policy 10.B.2. Prohibit all types of short-term rentals that may be permitted under Chapter 25 in Mono City.

June Lake

GOAL 13. That June Lake ultimately develop into a moderately sized, self-contained, year-round community.

Objective 13.M. To balance the character of single-family residential neighborhoods and the tourist economy, utilize a mix of best practices, creative solutions, and regulatory mechanisms, as guided by public input and engagement, to address the complexity of short-term rentals.

Policy 13.M.1. Short-term rentals are subject to Chapter 25 of the General Plan Land Use Element and Mono County Code Chapter 5.65, with the following specifications based on the context of individual neighborhoods (see General Plan map), which vary in character.

~~**Action 13.M.1.a.** Not Owner Occupied Non-hosted short term rentals are prohibited throughout June Lake in residential land use designations (e.g., SFR, ER, RR, or RMH) except in specified locations (see below).~~

~~**Action 13.M.1.ab.** Owner Occupied Hosted and Non-Hosted short-term rentals, which are specific to the owner/non-transferrable (pursuant to Mono County Code Chapter 5.65), may be permitted in specific locations (see below). For areas not listed, both Hosted and Non-Hosted short-term rentals may be considered through the required permitting process.~~

~~**Action 13.M.1.be.** Prohibit Owner Occupied Hosted and Not Owner Occupied Non-Hosted rentals in the Williams Tract and Petersen Tract.~~

~~**Action 13.M.1.cd.** Defer short-term rental housing decisions for the Highlands to the appropriate tract map and specific plan procedures.~~

~~**Action 13.M.1.de.** No public input was received from the Dream Mountain neighborhood, and therefore short-term rentals may be permitted subject to the countywide discretionary permit(s) for short-term rentals.~~

~~**Action 13.M.1.ef.** In the Clark Tract, Owner Occupied Hosted and Not Owner Occupied Non-Hosted rentals may be permitted year-round on Nevada Street/Silver Meadow subject to the discretionary permit(s) for short-term rentals and June Lake Area Plan policies. In the rest of the Clark Tract, only Owner Occupied Hosted rentals may be permitted subject to the discretionary permit(s) for short-term rentals, June Lake Area Plan policies, and the following additional requirements: summer only (April 16 through October 31), the number of approvals shall be limited to eight parcels total (3% of existing parcels) including existing Transient Rental Overlay Districts (TRODs), and Not Owner Occupied Non-Hosted rentals are prohibited. See MCC Chapter 5.65 for other operational requirements specific to the Clark Tract.~~

~~**Action 13.M.1.fg.** In the South 158 neighborhood, Not Owner Occupied Non-Hosted rentals are prohibited. The CAC was evenly split on Owner Occupied Hosted rentals, and therefore Owner Occupied Hosted rentals may be permitted subject to discretionary permit(s) for short-term rentals and June Lake Area Plan policies.~~

Action 13.M.1.g.h. ~~Owner-Occupied~~Hosted and ~~Not-Owner-Occupied~~Non-Hosted rentals may be permitted in the Leonard Avenue neighborhood subject to discretionary permit(s) for short-term rentals and June Lake Area Plan policies.

Action 13.M.1.h.i. The Rodeo Grounds development could potentially be an appropriate location for short-term rentals, and the opportunity should be explored.

Long Valley

GOAL 23. Maintain the rural residential character of the Long Valley communities (i.e., Long Valley, McGee Creek, Crowley Lake/Hilton Creek, Aspen Springs, and Sunny Slopes) in a manner that provides for commercial uses to serve community needs, and that protects the area's visual, recreational, and natural resources.

Objective 23.B.

Maintain, protect and enhance the quality and livability of community areas.

Policy 23.B.1. Preserve and enhance existing single-family residential uses.

Action 23.B.1.d. Prohibit ~~not-owner-occupied~~Non-Hosted short-term rentals (see Chapter 25) in the Long Valley Planning Area.

Wheeler Crest

GOAL 24. Retain, as nearly as possible, the character and quality of life presently enjoyed in the community.

Objective 24.A.

Prevent incompatible or conflicting uses within the Wheeler Crest community.

Policy 24.A.3. Retain the rural residential character of the entire study area.

Action 24.A.3.f. Prohibit all types of short-term rentals that may be permitted under Chapter 25 in the Wheeler Crest Planning Area.

Paradise

GOAL 25. Retain the natural, aesthetic, environmental and lifestyle qualities valued by residents as part of a rural community surrounded by healthy wildlands.

Objective 25.B.

Retain a quiet, peaceful and tranquil residential atmosphere within the community.

Policy 25.B.3. Prohibit ~~not-owner-occupied~~Non-Hosted short-term rentals (see Chapter 25) in the Paradise Planning Area.

Tri-Valley

GOAL 26. Preserve the rural and agricultural character of the Tri-Valley area.

Objective 26.A.

Integrate compatible residential development into the existing community character in Benton.

Policy 26.A.1. Allow for the continuation of growth in Benton in a manner that promotes and protects its rural and agricultural character.

Action 26.A.1.i. Prohibit ~~not-owner-occupied~~Non-Hosted short-term rentals (see Chapter 25) in Benton.

Objective 26.B.

Preserve the agricultural character of the Hammil Valley.

Policy 26.B.1. Protect agricultural uses from the encroachment of incompatible land uses.

Action 26.B.1.e. Prohibit ~~not-owner-occupied~~Non-Hosted short-term rentals (see Chapter 25) in Hammil Valley.

Objective 26.C.

Integrate additional compatible development into the existing community of Chalfant.

Policy 26.C.1. Allow for the continuation of growth in Chalfant in a manner that promotes and protects its rural and agricultural character.

Action 26.C.1.f. Prohibit ~~not-owner-occupied~~Non-Hosted short-term rentals (see Chapter 25) in Chalfant Valley.

02.1210 Transient rental.

"Transient rental" means any structure, or portion of structure, which is occupied, or intended or designed for occupancy by transients for purposes of sleeping, lodging or similar reasons. A "transient" is any person who exercises occupancy, whether by agreement, concession, permit, right of access, license, contract, payment of rent or otherwise, for a period of 30 or fewer consecutive calendar days. For the purposes of the Mono County General Plan, the term "transient rental" applies to such uses approved in Transient Rental Overlay Districts (TRODs) or in non-residential land use designations prior to ORD24- (date) in non-residential land use designations and MFR-H (governed by those designations and Chapter 26), in contrast to "short-term rentals."

02.1035 Short-term rental.

"Short-term rental" means any structure, or portion of a structure, which is occupied, or intended or designed for occupancy, on a short-term basis for purposes of sleeping, lodging or similar reasons. "Short-term" means occupancy by persons other than the owner, whether by agreement, concession, permit, right of access, license, contract, payment of rent or otherwise, for a period of 30 or fewer consecutive calendar days. For the purposes of the Mono County General Plan, the term "short-term rentals" applies to such uses in residential land use designations (governed by Chapter 25 and Mono County Code Chapter 5.65), approved prior to ORD 24- (date) in contrast to "transient rentals." After this date, the term "short-term rentals" applies to such uses in all land use designations.

DEVELOPMENT STANDARDS

CHAPTER 16 – ACCESSORY DWELLING UNITS

16.050 Standards for New Accessory Dwelling Units.

H. Short-term rentals are prohibited in all accessory dwelling units.

DRAFT

Commercial (C)

INTENT: The “C” designation is intended to provide for a wide range of uses and services for the resident and visitor including retail, business and professional uses and services in community areas, including commercial lodging and higher density housing, when found compatible with retail and service functions.

The creation of a pleasant and efficient environment for shopping and business is an important function of this district.

PERMITTED USES

- Any proposed change of use when conducted within an existing conforming, legally developed structure for the following retail and professional uses. Exterior structural alterations or additional parking shall require a Director Review. The following uses are examples of such permitted uses within existing structures:
 - Retail Trade – e.g., food, drug, hardware, limited apparel, liquor stores, limited department stores, dry goods, gift shops, home furnishings, paint, tires, bookstores, bakery, florist, pet supplies, health food stores, sporting goods, etc.
 - Services – e.g., finance, insurance and real estate, banks, title & escrow, real estate developers and builders, investment services, bail bonds, etc.
 - Personal Services – e.g., self-service laundries and dry cleaning, beauty salons, barbers, shoe repair, photographic services, cleaning and laundry, etc.
 - Business Services – e.g., business centers, general advertising, business and management consulting, employment services, etc.
 - Repair Services – e.g., electronics repair, furniture and jewelry repair, repair of anything sold in this district, etc.
 - Professional Services – e.g., physicians, dental and legal services, welfare and charitable services, medical and dental laboratories, etc.
 - Cultural/Religious Activities – e.g., churches, art galleries, museums, etc.
 - Food-service establishments – e.g., restaurants, delis, fast food, bars, etc.
 - Any combination of permitted uses
 - When found compatible with the intent, single-family residential, duplex and triplex, plus accessory structures
 - Small-scale agriculture
 - Transitional and Supportive Housing⁵
 - Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- All permitted uses if determined necessary by the Director
- Temporary uses: model homes, mobile-home display units, etc., only if one year or less
- All new construction for the purpose of conducting sales, business or services, including any uses listed above.
- All conversions from a prior use when exterior structural alterations or additional parking are required.
- Accessory buildings and uses.

~~Transient Short term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short-Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M). rentals (fewer than 30 consecutive days).~~

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Household units; if found compatible with the district, apartments, condominiums, etc.

- Lodging – e.g., hotels, motels, time-share, RV parks, campgrounds, glamping, bed-and-breakfast establishments, etc.
- Transportation, communications – e.g., parking lot
- Retail trade – e.g., automotive service stations
- Educational – e.g., nursery and primary schools, private childcare facilities
- Miscellaneous services – e.g., religious activities
- Public – e.g., hospitals; post offices; water treatment plants; collection, sorting and transportation of recyclables; etc.
- Entertainment establishments – e.g., theaters, movies, cocktail lounges, bars, nightclubs, etc.
- Retail establishments – e.g., department stores, etc.
- Professional offices – e.g., medical complex, administrative centers, small animal hospitals and boarding kennels, etc.
- Buildings for conducting services – e.g., financial institutions, health clubs, convention centers, roller skating, bowling, indoor ice-skating, auto rental, fitness centers, etc.
- All of the permitted uses and uses subject to Director Review if determined necessary by the Director.
- Commercial cannabis activities: Manufacturing Type N, Manufacturing Type P, Distribution, Testing, Retail, and Microbusiness (only individual cannabis activities permitted in this designation shall be permitted in a Microbusiness), conducted in compliance with requirements of Chapter 13 of the Land Development Regulations and with the permit and operation requirements of Chapter 5.60 of the Mono County Code
- Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short-Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.).

DEVELOPMENT STANDARDS

Minimum Lot Area: 10,000 sf⁴

Minimum District Area: 2 acres

Minimum Lot Dimensions: Width – 60’
Depth – 100’

Maximum Lot Coverage: 60%, when principal use is a residential use
70%, all other uses

Minimum Setbacks:

Front: 10’ **Rear:** 5’ **Side:** 0’

See Section 04.120 for other provisions.

Density: Residential uses – 15 du/acre
Hotels, motels, bed-and-breakfast establishments, etc. – 40 units/acre

Maximum Building Height: 35’ See Table 04.010 for other provisions.

Landscaping: Fences and/or screening shall be required when abutting any residential district. Any use subject to use permit shall be required to either landscape (per approved landscape plan) or leave in natural open space (i.e., ungraded) all areas not covered by impervious surfaces.

NOTES

1. Accessory buildings and uses customarily incidental to any of the permitted uses are permitted only when located on the same lot and constructed simultaneously with or subsequent to the main building.
2. Densities stated are based upon availability of both community water and sewer.

3. Uses may have been omitted from the list of those specified, hence the Commission may find other uses to be similar and not more obnoxious or detrimental to the public health, safety and welfare. See explanation of interpreting "similar uses" Chapter 04, Uses not listed as permitted.
4. Lots requiring individual septic systems are subject to minimum dimensions as determined by the Lahontan Regional Water Quality Control Board.
5. Transitional and Supportive Housing projects are permitted in the same manner as other residential housing.

SEE ALSO

Land Development Regulations -

Ch. 04 Development Standards - General

Ch. 06 Development Standards - Parking

Ch. 07 Development Standards - Signs

Table 04.010 Building Heights

Commercial Lodging, Moderate (CL-M) and High (CL-H)

INTENT: The “CL-M” designation is intended to provide commercial lodging units for short-term occupation in or near residential uses.

The “CL-H” designation is intended to provide short-term commercial lodging units in close proximity to commercial/recreational centers.

PERMITTED USES

- Single-family dwelling (manufactured homes are not permitted)
- Duplexes and triplexes
- Accessory buildings and uses¹
- Animals and pets (see Animal Standards Section 04.270)
- Home occupations (see Home Occupation regulations, Section 04.290)
- Transitional and Supportive Housing including Single Room Occupancy facilities⁵
- Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act
- Short-term rentals (fewer than 30 consecutive days) with a valid Short- Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.)~~Transient rentals (rentals for fewer than 30 consecutive days), limited to one unit per individual in any land use designation in Mono County in developments where units are under individual ownership.~~

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- ~~Transient rentals (rentals for fewer than 30 consecutive days) in single-family residential units, including accessory dwelling units, and multi-family units under single ownership of up to three dwelling units.~~

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Mobile-home parks (see Dev. Standards –Mobile-home and RV Parks, Ch. 17), campgrounds and glamping
- Recreational-vehicle parks (see Ch. 17)
- Projects containing four or more units such as condominiums, cooperatives, townhomes, cluster developments, and/or apartments
- Hotels, motels, lodges, bed-and-breakfast establishments, cabins and other uses found to be similar by the Commission. Ancillary uses such as limited dining, lounges and convenience retail, provided the ancillary use does not occupy more than 25% of the project's habitable space
- Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short- Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.)~~Transient rentals (fewer than 30 consecutive days) in residential (single- or multi- family) units where the owner will have more than one short-term rental in any land use designation in Mono County~~~~multi-family units under single ownership of four or more dwelling units.~~
- ~~Conversion of five or more apartment units into transient rentals~~
- Conversion of existing habitable space into ancillary uses
- Parking lots and parking structures other than required off-street parking
- Construction of an accessory building prior to construction of the main building

DEVELOPMENT STANDARDS

Minimum Lot Area:

All uses – 10,000 sf⁴

Land uses on lots measuring less than 10,000 sq. ft. shall be limited to single-family residences, duplexes and triplexes (mobile homes are not permitted)

Minimum District Area: 3 acres CL-M
5 acres CL-H

If the land use designation and existing uses of abutting properties are compatible, a minimum district area of two acres may be considered.

Minimum Lot Dimensions: Width – 60’, Depth – 100’

Maximum Lot Coverage: 60%

Minimum Setbacks:

Front: 10’ **Rear:** 5’ **Side:** 0’

See Section 04.120 for other provisions.

Building Density:

CL-M Hotels, motels, lodges, bed-and-breakfast establishments, rental cabins and other similar uses – 15 du/acre
Apartments, multifamily units, condominiums and similar uses – 15 du/acre

CL-H Hotels, motels, lodges, bed-and-breakfast establishments, rental cabins and other similar uses – 40 du/acre
Apartments, multifamily units, condominiums and similar uses – 15 du/acre

If density bonuses are granted (see 04.100 Density), in no case shall projects exceed 26 units/acre for residential units and 60 units/acre for commercial lodging units in the CL-H.

Units designated as manager/employee housing unit shall not be counted in density calculations.

Population Density:

Maximum population density is 37.6 persons/acre for multifamily residential uses.

Maximum Building Height: 35’ See Table 04.010 for other provisions.

Landscaping: Projects subject to use permit shall submit a landscape site plan at the time of application.

NOTES

1. Accessory buildings and uses customarily incidental to any of the permitted uses are permitted only when located on the same lot and constructed simultaneously with or subsequent to the main building.
2. Densities stated are based upon availability of both community water and sewer.
3. Uses may have been omitted from the list of those specified, hence the Commission may find other uses to be similar and not more obnoxious or detrimental to the public health, safety and welfare. See explanation of interpreting "similar uses" (Ch. 04, Uses not listed as permitted).
4. Lots requiring individual septic systems are subject to minimum dimensions as determined by the Lahontan Regional Water Quality Control Board.
5. Transitional and Supportive Housing projects are permitted in the same manner as other residential housing.

SEE ALSO

Land Development Regulations –

- Ch. 04 Development Standards – General
- Ch. 06 Development Standards – Parking
- Ch. 07 Development Standards – Signs
- Table 04.010 Building Heights

Multi-Family Residential, Low (MFR-L), Moderate (MFR-M), High (MFR-H)

INTENT: The "MFR-L" designation is intended to provide for low-density multifamily residential development, such as duplexes and triplexes.

The "MFR-M" designation is intended to encourage long-term multifamily housing by allowing for higher population densities and by not allowing commercial lodging facilities; i.e., hotels, motels.

The "MFR-H" designation is intended to encourage multifamily units by allowing for higher population densities and to provide for commercial lodging facilities; i.e., hotels, motels.

PERMITTED USES

- Single-family dwelling
- Manufactured home used as a single-family dwelling¹ - MFR-L only^c
- Duplexes and triplexes
- Accessory buildings and uses²
- Animals and pets (see Animal Standards Section 04.270)
- Home occupations (see Home Occupation regulations, Section 04.290)
- Small-scale agriculture²
- Transitional and Supportive Housing including Single Room Occupancy facilities⁶
- Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- MFR-L Model units
- None stated for MFR-M and MFR-H

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

MFR-L, MFR-M and MFR-H

- Art galleries
- Quasi-public buildings and uses
- Public utility buildings and structures, not including service yards
- Country clubs and golf courses
- Condominiums, cooperatives, townhomes, cluster developments, apartments containing four or more units
- Parking lots and parking structures

MFR-H only

- Mobile-home parks (see Dev. Standards - Mobile Homes and RV Parks, Ch. 17)
- Recreational-vehicle parks (see Ch. 17)
- Social care facilities and related integrated professional offices
- Parking lots and parking structures when abutting a commercial district
- Hotels, motels, bed-and-breakfast establishments and dorms
- ~~Transient rentals (fewer than 30 consecutive days)~~
- Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short-Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.).
- Manufactured housing subdivision (see Ch. 18)

~~Transient Short-term rentals (fewer than 30 consecutive days)} are prohibited in MFR-L and MFR-M, except in the following complexes: Interlaken, Edgewater, Sierra Suns, or in complexes where transient use is not specifically addressed in the use permit and/or parcel map of an existing development and can be demonstrated as a non-conforming use prior to the adoption date of this General Plan Amendment.~~

Existing transient rentals in MFR-L and MFR-M land use designations may continue to operate subject to their approvals after the effective date of ORD24-____ (date), but the rental right does not transfer to a new property owner. Properties sold and/or otherwise transferred after the effective date of ORD24-____ (date) are subject to discretionary short-term rental regulations as described herein.

DRAFT

Population Density: Maximum population density is 37.6 persons per acre for multifamily dwellings.

DRAFT

Maximum Building Height: 35' See Table 04.010 for other provisions.

Landscaping: Projects subject to use permit shall submit a landscape site plan at the time of application. A minimum of 5% of the building site shall be landscaped in the MFR-L designation.

NOTES

1. Provided that the unit is fewer than 10 years old and meets the criteria set forth in Section 04.280. When there are two mobile homes on the same parcel, they must 1) comply with the Accessory Dwelling Unit requirements (see Ch. 16), or 2) comply with State standards for a mobile-home park and obtain a use permit from the County (see Ch. 17, Mobile Homes and RV Parks).
2. Accessory buildings, small-scale agriculture, and uses customarily incidental to any of the permitted uses are permitted only when located on the same lot and constructed simultaneously with or subsequent to the main building.
3. Densities stated are based upon availability of both community water and sewer.
4. Uses may have been omitted from the list of those specified, hence the Commission may find other uses to be similar and not more obnoxious or detrimental to the public health, safety and welfare. See explanation of interpreting "similar uses" (Ch. 04, Uses not listed as permitted).
5. Lots requiring individual septic systems are subject to minimum dimensions as determined by the Lahontan Regional Water Quality Control Board.
6. Transitional and Supportive Housing projects are permitted in the same manner as other residential housing.

SEE ALSO

Land Development Regulations -

- Ch. 03 Uses Permitted
- Ch. 04 Development Standards - General
- Ch. 06 Development Standards - Parking
- Ch. 07 Development Standards - Signs
- Table 04.010 Building Heights

FOOTNOTES

- c. Clarification

Mixed Use (MU)

INTENT: The “MU” designation is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development.

MU transitional areas can limit the size of business establishments and restrict uses incompatible with residential district. Not all areas need contain residential uses. Commercial uses shall conform to strict standards that prohibit obnoxious odors, obtrusive light and glare, and excessive noise.

USES PERMITTED

- Single-family dwelling
- Manufactured home used as a single-family dwelling.^{1 c} Mobile homes are excluded from June Lake GP
- Duplexes and triplexes
- Accessory buildings and uses²
- Animals and pets (see Animal Standards Section 04.270)
- Home occupations (see Home Occupation regulations, Section 04.290)
- Small-scale agriculture
- Transitional and Supportive Housing including Single Room Occupancy facilities⁶
- Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act.

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- Residential uses – e.g., condominiums, townhomes, commercial lodging, cluster developments, and apartments
- Retail trade – e.g., food, drug, hardware, apparel, arts and crafts, sporting goods, bookstores, bakery, florist
- Social care facilities – e.g., medical and dental offices, welfare and charitable services
- Professional offices – e.g., real estate, financial, insurance, rental and reservation services, legal services
- Business services – e.g., business centers, general advertising, business and management consulting
- Recreational activities – e.g., health clubs, dance studios
- Food service establishments – e.g., restaurants, cafes, delicatessens
- Conversion or expansion of existing operations
- ~~Transient Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short-Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.), rentals (fewer than 30 consecutive days)~~

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- All of the above uses subject to Director Review, if determined to be necessary by the Community Development director
- Parking lots and parking structures other than required off-street parking when abutting a commercial district
- Religious and cultural activities – e.g., museums, art galleries, churches
- Small-scale malls, plazas, parks and related pedestrian open space
- Conversion or expansion of existing operations
- Mobile-home parks (see Development Standards – Mobile-home Parks and RV Parks, Ch. 17) ^c
- Recreational-vehicle parks (see Ch. 17), campgrounds and glamping ^c
- Manufactured housing subdivision (see Ch. 18)

- ~~Commerical~~**Commercial** cannabis activity: Manufacturing Type N, Manufacturing Type P, Distribution, Testing, Retail, and Microbusiness (only individual cannabis activities permitted in this designation shall be permitted in a Microbusiness), conducted in compliance with ~~requirments~~**requirements** of Chapter 13 of the Land Development Regulations and with the permit and operation requirements of Chapter 5.60 of the Mono County Code
- Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short-Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.)

DEVELOPMENT STANDARDS

Minimum Lot Area:

All uses – 10,000 sf⁵

Areas lacking community water and sewer – one-acre minimum all uses^{c, rP}

Land uses on lots measuring less than 10,000 sq. ft. shall be limited to single-family residences, duplexes and triplexes.

Minimum District Area: 5 acres

If the land use designation and existing uses of abutting properties are compatible, a minimum district area of two acres may be considered.

Minimum Lot Dimensions: Width – 60’
Depth – 100’

Maximum Lot Coverage: 60%

An additional coverage bonus of 10% (total coverage of 70%) shall be granted to structures that contain mixed commercial and residential (employee or long-term rentals) uses; commercial uses with public accommodations; or commercial uses that front a public pedestrian mall or plaza.

Minimum Setbacks:

Front: 10’ **Rear:** 5’ **Side:** 10’

See Section 04.120 for other provisions.

Building Density: Hotels, resort hotels, motels – 40 du/acre

Apartments, multifamily units, condominiums and similar uses – 15 du/acre

Density for mixed uses on one parcel; e.g., apartment units and motel units, will be calculated at a proportionate rate.^{gP}

If density bonuses are granted (see 04.100 Density), in no case shall projects exceed 26 units per acre for residential units and 60 units per acre for commercial lodging units.

Units designated as manager/employee housing unit shall not be counted in density calculations.

Population Density: Maximum population density is 37.6 persons per acre for multifamily residential uses.

Maximum Building Height: 35’ See Table 04.010 for other provisions.

Landscaping: Projects subject to use permit shall be required to either landscape per an approved landscape site plan or leave in natural open space (i.e., ungraded) all areas not covered by impervious surfaces. Any combination is acceptable.

Special Regulations:

- A change of business shall be reviewed for compliance with mixed-use designation.
- The hours of operation shall be limited to the period between 7 a.m. and 10 p.m.
- Businesses operating within the zone shall not exceed a sustained or intermittent noise level of 60 dB(L_{dn}/CNEL).
- Projects shall be reviewed for adverse impacts resulting from exterior lighting and signs.
- Uses involving or producing noxious fumes or odors shall not be permitted unless fumes or odors are treated or diffused prior to release from the generating source.
- Operations using and storing noxious chemicals including but not limited to pesticides and herbicides, other than those packaged for resale, large volumes of solvents or flammable liquids, will not be allowed.

NOTES

1. Provided that the unit is fewer than 10 years old and meets the criteria set forth in Section 04.280. When there are two mobile homes on the same parcel, they must: 1) comply with the Accessory Dwelling Unit requirements (see Ch. 16); or 2) comply with State standards for a mobile-home park and obtain a use permit from the County (see Ch. 17, Mobile-home and RV Parks). Mobile homes are excluded from June Lake.
2. Accessory buildings and uses customarily incidental to any of the permitted uses are permitted only when located on the same lot and constructed simultaneously with or subsequent to the main building.
3. Densities stated are based upon availability of both community water and sewer.
4. Uses may have been omitted from the list of those specified, hence the Commission may find other uses to be similar and not more obnoxious or detrimental to the public health, safety and welfare. See explanation of interpreting "similar uses" (Ch. 04, Uses not listed as permitted).
5. Lots requiring individual septic systems are subject to minimum dimensions as determined by the Lahontan Regional Water Quality Control Board.
6. Transitional and Supportive Housing projects are permitted in the same manner as other residential housing.

SEE ALSO

Land Development Regulations –

- Ch. 04 Development Standards – General
- Ch. 06 Development Standards – Parking
- Ch. 07 Development Standards – Signs
- Table 04.010 Building Heights

Land Use Element – Antelope Valley Policies, June Lake Policies, and Long Valley Policies

FOOTNOTES

- c. Clarification
- rp. Recommendation from the Regional Planning Advisory Committee
- gp. General Plan addition

Natural Habitat Protection (NHP)

INTENT: The “NHP” designation is intended to protect sensitive environmental habitats by minimizing site disturbance and development. Private lands placed in this district contain valuable wildlife habitat, scenic resources, and/or areas subject to natural hazards. Lands contained in this district are high priorities for land exchanges into public holding or purchases by land conservation organizations.

PERMITTED USES

- Single-family dwelling (excluding mobile homes)
- Accessory buildings and uses¹
- Wildlife preserves, botanical preserves, wetland preservation/banking, and similar uses- c, gP
- Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act-

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- ~~Transient rentals (rental for fewer than 30 consecutive days) of up to three dwelling units (i.e., rental cabins or bed-and-breakfast establishments with up to three dwelling units.)-~~

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Construction of an accessory building prior to construction of the main building
- Limited-density residential development such as condominiums, cooperatives, townhouses, and cluster developments, if found to be compatible with the natural habitat area by the Commission
- Commercial lodging uses such as limited-scale hotels, motels, including lodges, bed-and-breakfast establishments, and cabins if found to be compatible with the natural habitat area by the Commission
- Recreation facilities, such as improved bike, cross country skiing, and pedestrian trails, golf courses, tennis courts, stables requiring modification of the natural landscape, if found to be compatible with the natural habitat area by the Commission
- Educational facilities such as a nature or interpretive center focusing on natural site characteristics, if found to be compatible with the natural habitat area by the Commission
- Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short-Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.)

DEVELOPMENT STANDARDS

Minimum Parcel Size: 2 acres

Minimum District Area: 5 acres

The Planning Commission may reduce the minimum district area in order to protect sensitive environmental habitats.

Minimum Lot Dimensions: None stated

Maximum Site Disturbance: 10% maximum lot coverage for all structures, parking and access is 5%. The county General Plan, area plans or specific plans may contain more-restrictive coverage limitations (i.e., see the June Lake Area Plan Natural Habitat Protection District policies). Project site plans shall show the extent of lot coverage and site disturbance.

Minimum Setbacks: 30 feet from any property line or road. Variances may be granted where the project is located to minimize impacts to significant natural site features, but shall not be granted to increase development intensity.

Density: 1 du/5 acres

Commercial lodging units, one unit/three acres

Population Density: Maximum population density is one person/acre for commercial lodging uses.

Maximum Building Height: 24' See for other provisions

Additional Requirements:

- Development projects in the NHP district shall be located in a manner that minimizes visual impacts on surrounding property owners and scenic highways or major thoroughfares. Visual screening may also be used to minimize visual impacts.
- Development projects, where feasible, shall be located away from or outside sensitive wildlife habitat areas.
- Projects in potential wetland areas shall receive 404 permit approvals or other applicable clearance from the Army Corps of Engineers prior to applying for County development permit.
- Other requirements may be required in area or specific plans.

NOTES

1. Accessory buildings and uses customarily incidental to any of the permitted uses are permitted only when located on the same lot and constructed simultaneously with or subsequent to the main building.
2. Large-scale projects may be subject to a specific plan (Ch. 36) in conformance to the General Plan.
3. Uses may have been omitted from the list of those specified, hence the Commission may find other uses to be similar and not more obnoxious or detrimental to the public health, safety and welfare. See explanation of interpreting "similar uses" Chapter 04, Uses not listed as permitted.

SEE ALSO

Land Development Regulations –

- Ch. 03 Uses Permitted
- Ch. 04 Development Standards – General
- Ch. 06 Development Standards – Parking
- Table 04.010 Building Heights

FOOTNOTES

- c. Clarification
- gp. General Plan addition

Rural Resort (RU)

INTENT: The “RU” designation is intended to provide appropriate sites for outdoor recreation facilities and limited visitor-oriented facilities and services in rural areas of the county. The district is intended to protect the environment and rural character of an area while allowing for compatible development.

PERMITTED USES

- Single-family dwelling
- Accessory buildings and uses¹
- Manufactured home used as a single-family dwelling²
- Animals and pets (see Animal Standards Section 04.270)
- Home occupations (see Home Occupation regulations, Section 04.290)
- Small-scale agriculture
- Adult-oriented businesses conducted in compliance with the locational requirements of Chapter 19 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with the permit and other operational requirements of Chapter 5.45 of the Mono County Code
- Accessory Dwelling Unit (as prescribed in Chapter 16, Development Standards – Accessory Dwelling Unit)
- Transitional and Supportive Housing including Single Room Occupancy facilities⁴
- Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act-

USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)

- None stated

USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)

- Construction of an accessory building prior to construction of the main building
- Recreational-vehicle parks (see Dev. Standards – Mobile-home and RV Parks, Ch. 17), campgrounds and ~~glamping~~^{glamping}
- Hotels, motels, bed-and-breakfast establishments, cabins and other uses found to be similar by the Commission. Ancillary uses such as limited restaurants, lounges and convenience retail, provided the ancillary use does not occupy more than 25% of the project's habitable space
- Transient rentals (fewer than 30 consecutive days)-Short-term rentals (fewer than 30 consecutive days) in compliance with Chapter 25 of the Land Development Regulations (set forth in Section VI of this Land Use Element) and with a valid Short- Term Rental Activity Permit and in compliance with all operational requirements of Chapter 5.65 of the Mono County Code and any applicable area plan policies (e.g., see June Lake Area Plan, see Objective 13.M.)
- Developed campgrounds
- Commercial recreational facilities such as cross country ski facilities, equestrian facilities, golf courses and facilities (if developed in conjunction with lodging facilities), marinas and boathouses
- Employee housing, if developed in conjunction with recreational/lodging facilities

DEVELOPMENT STANDARDS

Minimum Parcel Size: 5 acres

Minimum Lot Dimensions: Width – 60’
Depth – 100’

Site Disturbance: 10% (includes a maximum of 5% lot coverage).
Maximum site disturbance may be increased if the remainder of the parcel is preserved as open space in perpetuity.

Minimum Setbacks:

Front: 30' **Rear:** 30' **Side:** 30'

Building Density: One du per 5 acres and an Accessory Dwelling Unit (see Ch. 16, Development Standards – Accessory Dwelling Units. Lodging facilities may not exceed a maximum intensity of 40 units/acre and a total of 150 units/site. Spaces for recreational vehicles may not exceed a maximum density of 17 spaces/acre. Density for mixed uses on one parcel; e.g., motel units and RV spaces will be calculated at a proportionate rate.

NOTES

1. Accessory buildings and uses customarily incidental to any of the permitted uses are permitted only when located on the same lot and constructed simultaneously with or subsequent to the main building.
2. Provided that the unit is fewer than 10 years old and meets the criteria set forth in Section 04.280. When there are two mobile homes on the same parcel, they must 1) comply with the Accessory Dwelling Unit requirements (see Ch. 16), or 2) comply with State standards for a mobile-home park and obtain a use permit from the County (see Ch. 17, Mobile Homes and RV Parks).
3. Uses may have been omitted from the list of those specified, hence the Commission may find other uses to be similar and not more obnoxious or detrimental to the public health, safety and welfare. See explanation of interpreting "similar uses" Chapter 04, Uses not listed as permitted.
4. Transitional and Supportive Housing projects are permitted in the same manner as other residential housing.

SEE ALSO

Land Development Regulations –

- Ch. 04 Development Standards – General
- Ch. 06 Development Standards – Parking
- Ch. 07 Development Standards – Signs
- Table 04.010 Building Heights

DEVELOPMENT STANDARDS

CHAPTER 25 – SHORT-TERM RENTALS

Sections:

- 25.010 Intent.**
- 25.015 General Requirements and Applicability.**
- 25.018 Exemptions**
- 25.020 ~~Establishment of Owner-Occupied~~Hosted Short-Term Rentals.**
- 25.035 ~~Establishment of Not Owner-Occupied~~Non-Hosted Short-Term Rentals.**
- 25.040 Notice requirements.**
- 25.050 Uses permitted.**
- 25.060 Uses permitted subject to director review**
- 25.070 Uses permitted subject to use permit**
- 25.080 Additional requirements**

25.010 Intent.

In recognition of the demand by visitors for diverse lodging options, this chapter is intended to establish a process to permit ~~short-term rentals for single family residential units, that do not exhibit reasonable opposition by neighbors who may be directly affected, and when consistent with applicable Area Plan policies.~~

25.015 General Requirements and Applicability.

- A. This Chapter applies to ~~short~~Short-term rentals in any ~~single family unit~~ which meets the definition of a “one family” or “multi-family” dwelling per Chapter 2 of the Land Use Element and with a with the following land use designations: C, CL, ER, MU, MFR-H, NHP, RMH, RR, RU, and SFR.)(s) of SFR, ER, RR, or RMH ~~in all communities except June Lake. In June Lake, this chapter applies only to SFR designations; short-term rentals in other residential land use designations in June Lake are not permitted~~
- B. Short-term rentals covered by this Chapter are subject to a Use Permit (see Chapter 32) and a Short-Term Rental ~~(STR)~~Activity Permit under Mono County Code Chapter 5.65 unless otherwise exempted.
- C. Unless explicitly stated~~s~~ otherwise in this Chapter, ~~short-term~~ rentals covered by this Chapter shall operate in compliance with this Chapter, Chapter 5.65 of the Mono County Code, and all applicable Area Plan policies,¹⁴ and must exhibit no reasonable opposition from neighbors within 500 feet of the subject parcel.
- D. Pursuant to Chapter 5.65 of the Mono County Code and the required Short-Term Rental Activity Permit, ~~short~~Short-term rentals covered by this Chapter shall be specific to the owner and shall terminate upon a change of ownership.
- E. ~~STR~~Use permits for Short-term rentals shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part, except as provided for in the CL land use designation. In other words, an STRa use permit for a Short-term rental shall not be approved if a person with an ownership interest in the property, whether in whole or in part, has an existing STR-use permit for a Short-term rental on another property within Mono County.
- F. Applicants for a use permit for a Short-term rental must demonstrate that creation of a Short-term rental would not negatively impact long-term housing stock.

¹⁴ See Antelope Valley, Mono Basin, June Lake, Crowley Lake/Long Valley, Wheeler Crest, Paradise, and Tri-Valley (Benton, Hammil Valley and Chalfant Valley) Area Plan policies. This list is current as of Jan. 2019.

25.018 — Exemptions

Short-term rentals approved under previous ~~discretionary permit processes regulations that were not subject to a Short-Term Rental Activity Permit (MCC Chapter 5.65)~~ are considered existing non-conforming uses subject to the provisions of Chapter 34.

- A. Existing non-conforming uses with approvals that run with the land -are therefore exempt from this Chapter. The regulations under which the use was approved continue to apply. These approvals include, but may not be limited to, the following parcels:
 - (a) APNs under Transient Rental Overlay Districts (TRODs): 016-094-012, 016-094-011, 016-094-010, 016-098-016 (GPA 13-001), 019-140-011, 016-098-011, 016-096-005 (GPA 13-002); 015-140-035, 015-140-034, 015-140-033, 015-140-032 (GPA 13-004); 016-102-052 (GPA 14-001); 015-010-080, 015-300-006 (GPA 14-002).
 - (b) APNs under Use Permits: 060-120-005 (UP 17-004), 008-132-027 & 008-132-017 (UP 17-005), 060-210-062 (UP 17-011), 060-180-018 (UP 17-012), 060-240-010 (UP 17-013).
- B. Existing non-conforming uses approved under previous permitting processes including a Short-Term Rental Activity Permit (MCC Chapter 5.65) are considered existing non-conforming uses until change of ownership, at which time the Activity Permit becomes null and void per MCC Chapter 5.65.
- C. Existing non-conforming uses that were allowed by right and without permits do not run with the land and require compliance with these short-term regulations upon sale or transfer of the property to a new owner. These situations include, but are not limited to, condominium units previously approved by Vacation Home Rental permit and business license.

25.020 — Establishment of Hosted Owner-Occupied Short-Term Rental

- A. ~~Owner-occupied~~Hosted short-term rentals require ~~the owner~~ a verified Host to live on site, or the unit must be associated with an ~~owner-occupied~~Hosted principal residence on the same parcel or a physically contiguous adjacent parcel. A Hosted rental may include:
 1. Rental of a portion of a dwelling unit, with a minimum of a sleeping room with shared full bathroom; or
 2. Rental of an entire dwelling unit, not including an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU) as defined by the State Chapter 2.Short-term rental of the main unit while the Host occupies the ADU is prohibited.
- B. Rental is limited to a single party of individuals.

25.030 — Establishment of Not Owner-Occupied Non-Hosted Short-Term Rental

~~Not owner-Non-Hosted~~occupied short term rentals include rental of an entire dwelling unit or any part thereof that ~~does is not~~ function as the concurrently occupied primary residence of a by the owner-Host, whether or on the same parcel or on a physically contiguous parcels ~~as a principal residence concurrently occupied by the owner.~~

25.040 — Notice requirements.

- A. Notice of a short-term rental application shall be given to owners of surrounding properties and published in a newspaper of general circulation 30 days in advance of a public hearing.
- B. "Surrounding property," for the purposes of this planning permit, shall be defined as those properties that fall within a 500-foot radius measured from the nearest limits of the project parcel that is the subject of the land use application. If a contiguous parcel (or parcels) is under the same ownership as the project parcel, the 500-foot radius shall be measured from the limits of all contiguous parcels under the same ownership. If a property is located more than 500 feet from the boundary of the parcel but may be directly affected by any land use application on the subject parcel, then that property owner may also be noticed at the discretion of the Community Development Department. Further, any property owners or residents, regardless of their location or proximity to the parcel subject to a land use application, may receive notice if they submit their request in writing to the Planning Division more than 10 days in advance of the hearing. Such notice shall be given at least 10 days in advance of the hearing by mail, electronic mail, or other noticing means pursuant to the California Government Code, to all persons whose names and addresses appear on the latest adopted tax roll of the County or have made a written request for notice under this section.

25.050 Uses permitted.

The following uses shall be permitted with a short-term rental approval, plus such other uses as the Commission finds to be similar and not more obnoxious or detrimental to the public safety, health and welfare:

- A. All uses permitted in the underlying land use designation.
- B. ~~Where the principal use of the subject parcel(s) is single family residential, the A primary residence or any accessory dwelling unit~~ on the parcel(s) may be rented on a short-term basis subject to the requirements of 25.070.

25.060 Uses permitted subject to director review.

All uses permitted subject to director review in the underlying land use designation with which the short-term rental is combined shall be permitted, subject to director review approval.

25.070 Uses permitted subject to use permit.

All uses permitted subject to use permit in the underlying land use designation with which the short-term rental is combined shall be permitted, subject to use permit approval.

25.080 Additional requirements.

Any person or entity that leases, rents, or otherwise makes available for compensation, a ~~single family residential untee~~ approved pursuant to this chapter, for a period of fewer than thirty (30) days, must first obtain a Short-Term Rental Activity Permit pursuant to Mono County Code Chapter 5.65 and comply with all applicable requirements of that permit prior to operating.

Parcels located within conditional development zones (avalanche) shall not be allowed to offer or operate ~~S~~short-term rentals during the avalanche season, November 1 through April 15.

Any form of advertising or listing for rent for an unpermitted ~~S~~short-term rental unit is in violation of this chapter.

DEVELOPMENT STANDARDS

CHAPTER 26 – TRANSIENT RENTAL STANDARDS & ENFORCEMENT IN NONRESIDENTIAL AND MFR-H LAND USE DESIGNATIONS AND TRODS

Sections:

26.010	Purpose and Findings.
26.015	Applicability.
26.020	Vacation Home Rental Permit.
26.030	Application and Issuance of a Vacation Rental Permit.
26.040	Standards and Requirements.
26.050	Rental Agreement and Owner Responsibility.
26.060	Compliance with Transient Occupancy Tax Requirements.
26.070	Enforcement.
26.080	Unauthorized Rentals Prohibited.

26.010 Purpose and Findings.

- A. The purpose of this chapter is to ~~implement procedures, provide ongoing~~ -restrictions, and regulations related to land uses for transient rentals; provide for the payment of transient occupancy tax and applicable fees for the transient rental of properties within Transient Rental Overlay Districts (TRODs), and non-residential land use designations and MFR-H where the use ~~was previously allowed is listed~~; and provide enhanced enforcement tools to address unauthorized transient rentals countywide.
- B. The Board of Supervisors finds that the County alloweding transient rentals to be established within areas of the county designated as TRODs and in non-residential designations and MFR-H to will provide a community benefit by expanding the number and types of lodging available to visitors to Mono County, increasing the use of property within the county, and providing revenue to property owners so that the units may be maintained and upgraded.
- B-C. The Board of Supervisors also finds that the County would benefit from a single, unified system to regulate short-term rentals, regulated through amendments to Land Use Element Chapter 25 and Mono County Code Chapter 5.65, and to discontinue issuing new Vacation Home Rental Permits.
- C-D. The Board of Supervisors also finds that this chapter is needed to ensure the ongoing operation of previously-permitted transient rentals within non-residential designations and MFR-H ~~should be~~ are regulated to minimize fire hazard, noise, traffic, and parking conflicts and disturbance to the peace and quiet. The Board further finds ~~that current the~~ enforcement tools contained herein are needed have been ineffective to prevent address the illegal operation of transient rentals countywide, primarily because the penalty amount is easily offset by the revenue such uses generate.

26.015 Applicability

- A. This chapter shall apply to Transient Rental Overlay Districts, nonresidential land use designations where short term rentals are permitted by Director Review or Use Permit, and Multi-Family Residential –High land use designations where short term rentals are permitted by Use Permit. Existing Vacation Home Rental Permits issued prior to the effective date of Ordinance (ORD 24-) shall remain valid provided the properties and/or operations meet the following criteria:
1. Property and/or operations remain compliant with the standards set forth in this chapter;
 2. For properties within non-residential designations and MFR-H, the property owner remains the same and no sale or transfer of ownership occurs.
- B. Any revocation of a Vacation Home Rental Permit shall render the permit invalid, and no renewal of a Vacation

Home Rental Permit may be allowed.

A.C. Any change of ownership of a property, or partial change of ownership, shall invalidate the Vacation Rental Home Permit.

26.020 — Vacation Home Rental Permit.

~~Any person who rents a residential structure that is not a condominium (hereinafter “rental unit” or “property”) within an area of the county designated as a transient overlay district or in a non-residential land use designation and MFR H where the use is listed shall comply with the provisions of this chapter, the Mono County General Plan, and any applicable area plans or specific plans. Transient rental, or advertisement of a transient rental, of a private residence within a transient overlay district or in a non-residential land use designation, including MFR H, without a valid vacation home rental permit is a violation of this chapter.~~

26.030 Application and Issuance of a Vacation Home Rental Permit.

- ~~A. As of the effective date of Ordinance (ORD24-), no new Vacation Home Rental Permits may be issued. Applicant. An applicant for a vacation home rental permit shall be either the owner of title to the subject property or his or her expressly authorized representative. The authorization shall be in writing and notarized.~~
- ~~B. Application. An application for a vacation home rental permit shall be on a form that may be obtained from the Department of Finance or the Community Development Department. The following requirements and approvals must be met and substantiated before a vacation home rental permit will be issued:

 - ~~1. The rental unit must be located within an area of the County designated as a transient overlay district or a non-residential land use designation or MFR H where the use is listed;~~
 - ~~2. The rental unit must comply with the standards and requirements as set forth in section 26.040, and any other requirement provided by this chapter. An inspection to verify compliance with such requirements shall be the responsibility of the owner or designated property manager. The owner or property manager shall certify in writing, under penalty of perjury, the rental unit’s conformance to such standards. Such certification shall be submitted to the Mono County Community Development Department prior to permit issuance;~~
 - ~~3. The applicant must designate the management company or property manager for the rental unit who will be available on a 24-hour basis to address any problems that may be associated with the property or the transient users of the property. The management company or property manager must be duly licensed and shall be in good standing with the County. A person or organization in good standing is regarded as having complied with all their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure. Alternatively, the property owner may serve as the property manager;~~
 - ~~4. The property must be certified by the Community Development Department as complying with parking requirements and any applicable land use regulations set forth in the Mono County General Plan;~~
 - ~~5. A Mono County business license must be obtained by the owner and must remain active during all times that the property is used as a transient rental;~~
 - ~~6. Any required fees must be paid in full;~~
 - ~~7. A Mono County Transient Occupancy Certificate must be obtained by the owner from the~~~~

~~Department of Finance and will be issued at the time the vacation home rental permit is issued and all conditions of approval have been met; and~~

~~8.1. The Vacation Home Rental permit number shall be posted in the title of every short term rental advertisement, whether online or in other promotional or advertising materials.~~

26.040 Standards and Requirements.

The following standards and requirements must be met to ~~maintain~~ obtain a vacation home rental permit in good standing:

- A. Health and Safety Standards. The purpose of these standards is to establish minimum requirements to safeguard the public safety, health, and general welfare from fire and other hazards, and to provide safety to firefighters and emergency responders during emergency operations. These standards include without limitation:
1. The address of the rental unit must be clearly visible;
 2. Carbon monoxide and smoke detectors must be installed and maintained in good operating condition in each bedroom, sleeping area, or any room or space that could reasonably be used as a sleeping area, and at a point centrally located in the corridor or area giving access to each separate sleeping room;
 3. All stairs, decks, guards, and handrails shall be stable and structurally sound;
 4. The rental unit shall be equipped with a minimum of one 2A:10B:C type fire extinguisher with no more than 75 feet of travel distance to all portions of the structure; there shall be no fewer than one such extinguisher per floor. Fire extinguishers shall be mounted in visible locations with the tops of the fire extinguishers mounted between 3 and 5 feet above the floor and shall be accessible to occupants at all times. California State Fire Marshal annual certification tags must be provided and be current on all extinguishers;
 5. If there is a fireplace or solid-fuel barbecue, the rental unit shall be equipped with a minimum five-gallon metal container with a tight-fitting lid for ash removal. This container shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on the proper disposal of ash shall be stated in the rental agreement and clearly posted in the rental unit. The ash container shall not be placed on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; the ash can must be stored outdoors with a minimum of three feet clearance from building, porch, trees, and other combustible materials; the lid must remain on the ash container when in use;
 - a. Wall or baseboard heaters in the rental unit shall be in good working condition, and instructions on the proper use of these units shall be clearly stated in the rental agreement and posted in the rental unit;
 6. Furniture and any other material that may be flammable shall be kept a minimum of 54 inches from any fireplace opening and 30 inches from any wall or floor heaters;
 7. Flammable or hazardous liquid or materials, firearms, controlled substances, or any unlawful material shall not be stored in the rental unit;
 8. The roof and grounds of the transient rental property shall be kept clear of accumulations of pine needles, weeds, and other combustible materials;

9. Any locking mechanism on exterior doors must be operable from inside the unit without the use of a key or any special knowledge. If the dwelling unit is greater than 3,000 square feet in area, two exit doors shall be required, each of which shall conform to this requirement;
10. All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring, electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure and furnishings (interior and exterior) must be in operable working condition and repair;
11. If telephone service is available, there shall be a telephone connected to the local carrier and in working condition for use in the event of an emergency or to contact the owner or property manager. The phone shall be connected to the reverse 911 directory. If there is no telephone service available, then the rental agreement must so state;
12. Bedroom windows shall be operable and free of obstructions to allow for emergency escape and rescue;
13. There shall be at least one screened window per bedroom to allow proper ventilation;
14. All utilities (electric, gas, water, sewage, etc.) shall be connected, in good operating condition, and connected to approved sources;
15. Any hot tubs, pools, and spas shall be fenced or equipped with a cover with locking mechanisms, and shall be maintained in a safe and sanitary condition;
16. There shall be no evidence of pest infestations, and all firewood and other stored items shall be kept in a neat and clean condition;
17. Exits shall be kept free from storage items, debris or any impediments at all times;
18. No tree limbs are allowed within 10 feet of any chimney or flue openings;
19. Spark arresters of a minimum opening size of 3/8-inch and a maximum opening size of 1/2-inch shall be required on all fireplace flue openings; and
20. If any applicable law, rule, or regulation enacted after the enactment of this chapter imposes requirements more stringent than those set forth herein, such requirements shall apply.

B. Sign and Notification Requirements.

1. **Exterior Sign and Notice.** Each rental unit shall be equipped with one temporary exterior identification sign not to exceed 8 ½ x 11 inches in size that shall be posted while the unit is being rented on a transient basis. This identification sign shall be placed in a location that is clearly visible from the front entrance of the unit and may be illuminated in a manner that does not conflict with any County exterior lighting standards or signage standards. This sign shall clearly state the following information in lettering of sufficient size to be easily read:
 - a. The name of the managing agency, agent, property manager or owner of the unit and the telephone number where said person or persons can be reached on a 24-hour basis;
 - b. The maximum number of occupants permitted to stay in the unit; and
 - c. The maximum number of vehicles allowed to be parked on the property. A diagram fixing the

designated parking location shall be included.

2. Interior Notice. Each rental unit shall have a clearly visible and legible notice posted within the unit adjacent to the front door that shall contain the same information set forth above, and shall additionally include the following:
 - a. Notification and instructions about the proper disposal of trash and refuse, including any bear-safe disposal requirements;
 - b. Notification and instructions concerning the proper use of any appliances, fireplaces, heaters, spas, or any other fixture or feature within the unit;
 - c. Notification that failure to conform to the parking, trash disposal and occupancy requirements for the rental unit shall be a violation of this chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
 - d. Notification that any violation of rules or regulations set forth in the Rental Agreement may be a violation of this chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty; and
 - e. Physical street address of the unit and emergency contact information consisting of 911, the property manager's phone number, and contact information of the local fire department and the Mono County Sheriff's Department; and
 - f. An evacuation plan and a statement regarding respect for adjacent property owner's rights, neighborhood character, and trespassing concerns.
 3. Permit Number. The Vacation Home Rental permit number shall be posted in the title of every short-term rental advertisement, whether online or in other promotional or advertising materials.
- C. Occupancy. The maximum number of persons who may occupy the property as transient renters or their overnight guests shall be limited to two persons (2) per bedroom plus two additional persons. In no event may the maximum occupancy exceed 10 persons in any rental unit unless the unit is certified and approved by the Mono County Building Official as meeting all applicable building standards for such occupancy. Additionally, occupancy may be further restricted by the limitation of the septic system serving the dwelling as determined by Mono County Environmental Health.
- D. Parking. Parking requirements shall be based on the parking requirements set forth in the Mono County General Plan, and the number of vehicles shall not exceed the number of parking spaces. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on-street parking allowed, and parking on property owned by other persons shall be considered a trespass. A violation of this section may subject any person to administrative, civil and criminal penalty, including fines and towing of any vehicle, as authorized by state and local law.
- E. Trash and Solid Waste Removal. A sufficient number of trash receptacles shall be available. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. For purposes of this paragraph, promptly shall mean at least one time per week during any week that the unit is occupied, regardless of the number of days it is occupied. Any trash receptacles located outside a unit shall be in bear-proof containers (in areas with bears) and comply with County standards. Trash removal requirements for each rental unit shall be included in the rental agreement and posted on and in the property. Property management shall be responsible for the cleanup if the tenants do not properly dispose of trash in bear-proof containers.

F. Snow Removal. Snow removal from driveways, walkways, stairs, decks, and all exits and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and entrances, and removal of snow, ice, and ice dams from roofs, decks, and stairs shall be performed in a timely manner as necessary to protect any person who may be using or visiting the rental unit.

G. Exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, which shall require existing fixtures to be replaced or retrofitted, if necessary, to comply.

H. A Mono County business license must remain active during all times that the property is used as a transient rental.

26.050 Rental Agreement and Owner Responsibility.

A. Rental Agreement. The temporary rental or use of each rental unit shall be made pursuant to a rental agreement. The rental agreement shall include, as attachments, a copy of this chapter and the vacation home rental permit for the unit. Each rental agreement shall contain all required notices and shall specify the number of persons who may occupy the unit, parking requirements and number of allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons to be notified in the event of any problem that arises with the rental. The agreement shall include the phone number, address, and contact information for the person responsible for renting the unit, and any other information required by the County. The rental agreement shall notify the renters that they may be financially responsible and personally liable for any damage or loss that occurs from their use of the unit, including the use by any guest or invitee. The property manager or owner shall keep a list of the names and contact information of the adult guests staying in the unit.

B. Owner Responsibility.

1. The owner, managing agency, and property manager shall be responsible for compliance with all applicable codes regarding fire, building and safety, health and safety, other relevant laws, and the provisions of this chapter.
2. An owner, managing agency, and/or property manager shall be personally available by telephone on a 24-hour basis to respond to calls regarding the conditions and/or operation of the unit. Failure to timely respond in an appropriate manner may result in revocation of the vacation home rental permit and business license.
3. The owner shall require, as a term of a written agreement with a management company or agent, that said agent comply with this chapter. The owner shall identify the management company or agent, including all contact and license information in the application for a vacation home rental permit, and shall keep this information current. Such agreement shall not relieve owner of the obligation to comply with this chapter.
4. The owner shall maintain property liability and fire insurance coverage in an appropriate amount and shall provide proof of such insurance to County upon timely request. Additionally, the owner shall defend, indemnify, and hold the County harmless from all claims, judgments, liabilities, or other costs associated with the property or the rental unit, or the rental thereof.
5. The owner, managing agency, property manager and guest shall comply with all lawful direction from any law enforcement officer, fire official, building official, or code compliance officer.

6. The owner shall be responsible for assuring that the occupants and/or guests of the rental property do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any law. If an owner, property manager, or other agent of the owner is informed about any violation of this chapter, the owner, property manager, or owner's agent shall promptly act and use best efforts to stop or prevent a recurrence of such conduct, including, when appropriate, calling law enforcement.

26.060 Compliance with Transient Occupancy Tax Requirements.

Each owner shall be responsible for obtaining-maintaining an active transient occupancy tax certificate and for complying with chapter 3.28 of the Mono County Code. An owner may contract with a management company or property manager to collect, disburse, report, and maintain all records related to transient occupancy tax, but the owner remains responsible for any failure to collect, disburse, or accurately report such tax.

26.070 Enforcement.

- A. A violation of any provision of this chapter, and/or the renting of any property in a land use designation that does not allow for such transient rental, or without proper land use approvals, is subject to the General Penalty provisions and/or the Administrative Citation provisions set forth in Section 1.04.060 and Chapter 1.12 of the Mono County Code, respectively, and any other civil or administrative remedy allowed by law. Notwithstanding Section 1.12.030, the administrative fine for the operation of any transient rental facility within a transient overlay district without a valid vacation home rental permit, or the operation of any transient rental facility in violation of applicable land use requirements in any other land use designation of the County shall be \$1,000 for the first violation and \$2,000 for a second or subsequent violation within three years. In addition to these penalty provisions, the failure to comply with any provision of this chapter may result in the suspension or revocation of the vacation home rental permit in accordance with subsection D below, or the suspension or revocation of the business license and/or transient occupancy registration certificate. The failure of a management company or property manager to comply with the provisions of this chapter may additionally result in a finding that such management or company or property manager is not in good standing.
- B. An inspection and/or audit of each unit subject to this chapter, and any contract or agreement entered into in furtherance of, or to implement, this chapter, may be made at any reasonable time, and upon reasonable notice to confirm compliance with this chapter.
- C. Transient rentals may not be conducted if there are any code violations, stop-work orders, or other violation of law or regulation outstanding on the property.
- D. The following procedures shall be followed in conjunction with any proposed revocation or suspension of a vacation home rental permit.
 1. The County shall provide the property owner with a written notice of proposed revocation or suspension stating the nature of the violation, whether revocation or suspension is proposed, and the date, time, and place of a hearing before a hearing officer, who shall be a Planning Commissioner appointed for this purpose by the County Administrative Officer, will be held. The notice shall be served on the owner at least 10 business days prior to the date of the hearing by personal service or by certified mail, postage prepaid, return receipt requested to the address for such purpose provided on the vacation home rental permit application. Service by mail shall be deemed effective on the date of mailing.
 2. At the hearing, the hearing officer shall consider any written or oral evidence consistent with the following:

- a. The contents of the County’s file shall be accepted into evidence (except as to such portions of the file, if any, that contain confidential or privileged information); and
 - b. The notice of revocation or suspension shall be admitted as prima facie evidence of the facts stated therein.
3. The hearing officer shall independently consider the facts of the case and shall draw his or her own independent conclusions.
 4. Upon conclusion of the hearing and receipt of information and evidence from all interested parties, the hearing officer may immediately render a decision, continue the proceeding or take the matter under submission and later render a decision.
 5. If directed by the hearing officer, staff shall prepare a written decision reflecting the hearing officer’s determination. Following approval of the written decision by the hearing officer, the secretary of the Planning Commission shall serve the written decision on the property owner by certified mail, postage prepaid, return receipt requested. The decision of the hearing officer shall be the final administrative action of the County, and the property owner shall be advised of his rights to challenge that decision in Superior Court pursuant to section 1094.5 of the Code of Civil Procedure and of the timelines in which such an action must be brought.
- E. Notwithstanding the foregoing, in the event the code compliance officer determines that suspension or suspension pending revocation of a vacation home rental permit is necessary for the immediate protection of the public health, safety, or welfare, such suspension may be made without prior hearing or determination by the hearing officer, upon the giving of such advance written notice to the property owner as the code compliance officer deems reasonable given the nature of the violation and risks presented. The code compliance officer shall inform the property owner in writing of the duration of the suspension, the reasons therefor, the procedure and timelines for filing an appeal, in accordance with the following:
1. The property owner may appeal the suspension by filing an appeal with the clerk of the Planning Commission within 10 calendar days of the date the suspension or revocation takes effect. Such appeal shall also function as a hearing on revocation of the permit, if the suspension is made pending revocation. In the event the property owner does not appeal a suspension pending revocation within the time provided, then the suspension shall automatically become a revocation if notice of such was included in the notice of the suspension;
 2. The hearing shall be in accordance with the procedures set forth in section D above; and
 3. The suspension shall remain in effect for the number of days provided by the code compliance officer, or until the appeal/revocation hearing is finally decided by the hearing officer, whichever occurs later, unless extended by the Board.
- F. When a vacation home rental permit is revoked pursuant to the procedures set forth in this chapter, the property shall be subject to Land Use Element Chapter 25 and Mono County Code Chapter 5.65, except that a short-term rental activity permit a new vacation home rental permit may not be issued to the same property owner for a period of five years.

26.080 Unauthorized Rentals Prohibited.

- A. The transient rental of any property, unit, or structure that is not within a designated transient overlay district or within a land use designation that permits such use and for which all necessary approvals have been granted, is prohibited. Any violation of this section shall be subject to the provisions of section 26.070, including the fines set forth therein.

B. Any form of advertising for an unpermitted short-term rental unit is prohibited.

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Chapter 5.65 REGULATIONS FOR SHORT-TERM RENTALS ~~IN RESIDENTIAL AREAS~~

5.65.010 Purpose.

This chapter provides regulations for the local permitting of ~~S~~short-term rentals under specified conditions within the following ~~residential~~ land use designations when authorized by a land use permit issued pursuant to Chapter 25 of the Mono County General Plan Land Use Element: Commercial (C), Commercial Lodging Moderate (CL-M) and High (CL-H), -Estate Residential (ER), Mixed Use (MU), Multi-Family Residential-High (MFR-H), Natural Habitat Protection (NHP), -Rural Mobile Home (RMH), Rrural Residential (RR), Rural Resort (RU), and Single-Family Residential (SFR).

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.020 Applicability.

This chapter applies to any person renting, intending to rent or advertising for rent, on a short-term basis, a residential structure, ~~that is not a condominium,~~ within the unincorporated area of the county and within the following residential land use designations: C, CL-M, CL-H, ER, MU, MFR-H, NHP, RMH, RR, RU, and SFR.~~SFR, ER, RR, MFR-L or RMH.~~

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.030 Definitions.

The definitions in the Mono County General Plan, including but not limited to, those contained in Chapter 2 of the Land Use Element, shall apply to this chapter, in addition to the following definitions:

1. "Application" means the form(s) provided by Mono County in accordance with this Chapter for the purpose of seeking a Short-Term Rental Activity permit.
2. "Approval authority" means the Mono County Board of Supervisors or its authorized designee.
3. "Department" means the Mono County Community Development Department.
4. "Director" means the director of the Mono County Community Development Department or an authorized representative.
5. "Hearing officer" means a person appointed by the approving authority to conduct an administrative hearing under this chapter. The appointed hearing officer shall be an impartial decision-maker selected by a process that eliminates risk of bias, such as:
 - a. An administrative law judge provided by the State of California Office of Administrative Hearings to function as the county hearing officer pursuant to Chapter 14 of Part 3 of Division 2 of Title 3 of the California Government Code;
 - b. A person selected randomly from a panel of attorneys willing to serve as a hearing officer;
 - c. An independent contractor assigned by an organization or entity which provides hearing officers; or
 - d. Such other person determined by the approving authority to be capable of serving as an impartial decision-maker.

6. “Host” means the property owner, a relative of the property owner, or an individual who is the long-term resident of record of the property or premises, identified by the property owner and verified through a long-term lease or other written record, where a Short-term rental is located or proposed to be located.
7. “Hosted rental” means a Short-term rental that is located on the same property as, or directly adjacent to, the verified Host or primary residence of a Short-term rental property owner.
8. "Person" means an individual, firm, partnership, joint venture, association, corporation, limited liability company, estate, trust, business trust, receiver, syndicate, or any other group or combination acting as a unit and includes the plural as well as the singular number.
9. “Primary residence” means a place where an individual resides or lives, including staying and sleeping overnight, for more than one-half of the year and is claimed as such for property tax purposes.
- 10.7. "Property owner" or "owner" means the individual, group of individuals or entity who is the ~~record~~ owner of record of the property or premises where Sshort-term rentals are located or are proposed to be located.
- 11.8. "Short-term rental(s)" means any structure, or portion of structure, which is occupied, or intended or designed for occupancy, on a short-term basis for purposes of sleeping, lodging or similar reasons. "Short-term" means occupancy by persons other than the owner, whether by agreement, concession, permit, right of access, license, contract, payment of rent or otherwise, for a period of thirty or fewer consecutive calendar days. See the Mono County General Plan Land Use Element, Chapter 2, Section 02.1035.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.040 Permits required.

Short-term rentals shall not be allowed in the unincorporated area of Mono County without first securing all permits, licenses and other entitlements required by the Mono County General Plan, the Mono County Code (MCC) and any applicable area plans and specific plans.

- A. It is unlawful for any person to conduct, engage in, or allow to be conducted or engaged in, Sshort-term rentals in C, CL-M, CL-H, ER, MU, MFR-H, NHP, RMH, RR, RU, or SFR land use designations in the unincorporated portion of Mono County, unless the county has issued such person a Sshort-term rental (STR) activity permit under this chapter and the permit is in effect. The fact that an owner possesses other types of state or county licenses or permits shall not exempt the owner from obtaining an STR activity permit under this chapter, nor shall the terms and conditions of any other such permit or license modify the requirements of a permit granted under this chapter.
- B. An STR activity permit pursuant to this chapter shall be required for all Sshort-term rentals in the following ~~residential~~ land use designations: C, CL-M, CL-H, ER, MU, MFR-H, NHP, RMH, RR, RU, and SFR. ~~Non-residential designations and MFR-H are regulated by their land use designation and the general plan land use element (including, but not limited to, Chapter 26).~~
- C. Only the property owner is eligible to apply for, and be issued, an STR activity permit, and the ~~owner~~ verified Host shall be ~~directly responsible for the management of the unit the party held responsible for compliance.~~ Should noncompliance occur, enforcement action will be taken against the property owner(s).
- D. STR activity permits shall be limited to one per parcel and one per person regardless of whether the ownership interest is in whole or in part. In other words, an STR activity permit shall not be approved if a person with an ownership interest in the property, whether in whole or in part, has an existing STR activity permit on another property within Mono County.

- E. STR activity permits are prohibited as follows in the community of June Lake: ~~all Type II rentals,~~ all rental types in the Williams Tract and Petersen Tract, and ~~Type III Non-Hosted~~ rentals in Upper Clark Tract and South Highway 158. (See general plan maps in the land use element for definitions of the neighborhood areas.)
- F. A use permit shall be required for all ~~S~~short-term rentals in the following residential land use designations: SFR, ER, RR, ~~and RMH, C, CL-M, CL-H, MU, MFR-H, NHP, and RU.~~ The application for a use permit, and for amendments thereto and extensions thereof, shall be processed in accordance with Chapter 25 of the Mono County General Plan Land Use Element. The Planning Commission is the governing body authorized to consider and approve a use permit for ~~S~~short-term rentals and to consider extensions of and amendments to such use permits. Appeals from the decision of the planning commission are set forth in Chapter 47 of the Mono County General Plan Land Use Element.
- G. Applications for an STR activity permit under this chapter and a use permit or other land use entitlement for the same subject property may be submitted simultaneously, however no permit shall be issued under this chapter unless and until the corresponding land use entitlement has been approved.
- H. An STR activity permit application may not be submitted for the following:
1. Properties owned by an entity that has had a VHR, STR, or STR use permit revoked due to non-compliance within the past five years.
 2. Properties purchased or otherwise acquired by an entity within the past two years.
 3. Residences that have been constructed within the past two years. For the purposes of this Section 5.65.040, the construction date shall be determined to be the date a certificate of occupancy is issued.
 4. Properties that are deed-restricted for affordable housing.
 5. Properties that received a density bonus, pursuant to State Density Bonus Law.
- ~~I.H.~~ All ~~S~~short-term rental property owners must obtain a valid business license pursuant to Chapter 5.04.
- ~~J.I.~~ All owners shall be responsible for obtaining a transient occupancy tax certificate and for complying with Chapter 3.28 "Transient Occupancy Tax". An owner may contract with a management company or property manager to collect, disburse, report, and maintain all records related to transient occupancy tax, but the owner remains responsible for any failure to collect, disburse, or accurately report such tax.
- ~~K.I.~~ All owners shall conduct ~~S~~short-term rentals in compliance with all required county permits, licenses, and regulations. The owner shall be responsible for the payment of all required inspection fees, permit fees, and taxes.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.050 Limitations on number of permits.

- A. The number of ~~Type I/Hosted~~ STR activity permits issued by the county under this chapter in the upper Clark Tract of June Lake (excluding Nevada Street/Silver Meadow) shall not exceed eight parcels total (three percent of existing parcels ~~in 2015~~), ~~including existing transient rental overlay districts (TRODs).~~
- B. The number of STR Activity permits in the June Lake planning area shall not exceed 100 permits.
1. Short-term Rental Activity Permit Renewal in June Lake. An application for renewal of a Short-term rental activity permit that is in good standing must be submitted prior to the expiration date of the STR

activity permit in order to receive a renewal. If a property owner or agent fails to submit an application for renewal prior to the expiration, the STR activity permit application shall be considered an application for a new STR activity permit and shall be subject to limitations on number of permits.

2. New Short-Term Rental Activity Permits. New STR activity permit applications received prior to reaching the overall limitation on the number of STR activity permits will be processed in the order they are received. If/when the overall limitation on the number of STR activity permits is reached, all outstanding STR activity permit applications, either in process or received, will be placed on a waitlist as set forth below.
3. Waitlist. The County will maintain a waitlist for STR activity permit applications in the order in which they were received. Fees will not be held by the County for waitlisted applicants. The County will continually maintain the overall cap inventory as activity permits are not renewed or are revoked. STR activity permit applications must be complete except for the fee in order to be added to the waitlist, consistent with Section 5.65.100.-
4. Waitlist Processing. Applications for STR activity permits from applicants on the waitlist will be processed as permits become available based on the cap inventory and date of receipt of the application, starting with the oldest date. An applicant will be notified once they have been taken off the waitlist. An applicant must confirm they wish to proceed and pay fees in full within 30 days of the County notifying the applicant. If no response is received or fees are not paid, the next waitlist applicant will be offered the opportunity. The non-responsive applicant may resubmit, which will be considered a new application subject to the procedures set forth herein.

CB. The Mono County Board of Supervisors, in its discretion, may at any time, determine by resolution, that the number of STR activity permits should stay the same, be reduced, or be expanded in any area within the unincorporated portion of the county in order to protect neighborhood character, housing options, and reduce adverse impacts. In no case shall the number of STR activity permits issued exceed the number of rentals authorized ~~by general plan policies and regulations~~. STR activity permits shall be issued on a first-come, first-served basis within the established caps or limits.

DC. This section is only intended to create a maximum number of STR activity permits that may be issued within the county. Nothing in this chapter creates a mandate that the county must issue any or all of the permits allowed under this chapter if it is determined that it is in the best interest of the county to issue less than the maximum number, or if the owners or the property do not meet the standards which are established in the application requirements.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.060 Limitations on short-term rental activity permits.

- A. An STR activity permit does not create any property interest in the property ~~owner~~, is not transferable, and automatically terminates upon the transfer of the property or upon revocation of any corresponding use permit.
- B. An STR activity permit shall not be construed as providing a property right or conferring a vested interest or an entitlement to continue operation of a Short-term rental.
- C. An STR activity permit is a revocable license which requires annual renewal.
- D. An STR activity permit shall not run with the land.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.070 Application process.

- A. Prior to submitting an application, an applicant must complete an inspection on the proposed rental unit to demonstrate that the unit complies with all requirements of this Chapter, including but not limited to Section 5.65.110, and the Mono County General Plan. The inspection must be conducted by a County-approved inspection officer, verified by a signed form provided by the County, and paid for by the Applicant.
- B. Applications for an STR activity permit may be obtained at the Mono County Community Development Department. Completed applications shall be submitted to the department and applicants in June Lake owners for short-term rentals in the upper Clark Tract should request a date-stamped receipt.
- CB. An applicant for an STR activity permit must be the owner of record of the subject property.
- DC. In all cases, the application for an STR activity permit shall contain, without limitation, the following information, attestations and confirmations:
1. The full name and contact information for all property owners. If the owner is a business entity or any form of legal entity, information regarding the entity, including but not limited to, a list of owners including shareholders or persons with ownership interest in the entity, its legal status, and proof of registration with the Secretary of State, as applicable;
 2. Verification that the rental unit was acquired or constructed more than two years prior to the application date;
 3. Verification that the rental unit is located on a property with the appropriate land use approvals or, if the approvals are being sought simultaneously, a statement so indicating;
 - ~~43.~~ A completed inspection form, per the requirement in Section 5.65.070 A, above. The rental unit complies with all requirements of this Chapter, including but not limited to Section 5.65.110, and the Mono County General Plan. Verification of compliance with such requirements shall be the responsibility of the owner. The owner shall certify in writing, under penalty of perjury, the rental unit's conformance to such standards;
 - ~~54.~~ Contact information for any management company or property manager responsible for the rental unit who will be available on a twenty-four-hour basis to address any problems that may be associated with the property. For Type I Hosted rentals, the property owner may serve as the property manager, the resident identified as the Host shall serve as the property manager. For Non-owner occupied Hosted rentals, a separate duly-licensed management company or property manager shall be required. A property manager or company that is duly licensed shall maintain a California real estate license and certified property manager credentials. The owner shall immediately notify the Community Development Department of any changes to management contact information;
- 6.5. For Hosted rentals, the following:
- Two forms of proof of principal residency which may include any of the following: a driver's license or California state identification card, pay-stub from current employer, Voter registration card, motor vehicle registration, insurance bill, tax documents showing the residential unit as the person's residence, or utility bill for water or electric/gas services, provided that utility bills may be used as only one form of residency confirmation. Cable television, cell phone or internet provider bills do not qualify as proof of residency; or
 - Long-term lease agreement if the Host is not the property owner; and
 - Signed Hosted STR activity permit applicant's affidavit for either of the above.

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7. The owner has obtained, or is in the process of obtaining, a Mono County business license;
 86. The owner has obtained, or is in the process of obtaining, a Mono County Transient Occupancy Tax Certificate from the department of finance; and
 97. All required fees have been paid in full.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.080 Review of applications and noticed public hearing.

- A. All completed applications for an STR activity permit within permit caps stated in Section 5.65.050 shall be reviewed and processed for ~~consideration~~approval. This includes review by all departments having regulatory or enforcement authority over the proposed ~~S~~short-term rental. If the Director of the Mono County Community Development Department (Director) or any other department having regulatory or enforcement authority, determines at any time during this review and processing period that additional information or materials are required, then he or she shall send notice to the ~~applicant~~ owner pursuant to Section 5.65.150 of the required/missing items or information and the property owner must provide the requested items or information before processing resumes. If any application is inactive for six months, it shall be deemed expired.
- B. Upon completion of staff review, internal processing, and approval of the associated use permit, the director shall set the matter for decision by the approval authority at a duly noticed public hearing during which the approval authority shall receive and consider the input and recommendations of staff, the owner and any interested persons. For purposes of this hearing, notice shall be given to any persons requesting such notice by mail or electronic mail and published in a newspaper of general circulation ten days in advance.
- ~~1. If a property for which an STR activity permit has been issued under this chapter changes ownership, the new owner may apply for a new STR activity permit under the existing use permit approval. The new STR activity permit shall be evaluated and considered at the duly noticed public hearing described in this section.~~
- C. Following the noticed public hearing to consider the approval of an STR activity permit, the approval authority may issue the STR activity permit if:
 1. The ~~S~~short-term rental, as proposed, will comply with the requirements of state law and regulation, the Mono County General Plan, the Mono County Code and this chapter.
 2. The property has all necessary land use entitlements as required by the Mono County General Plan.
 3. The owner has demonstrated to the satisfaction of the approval authority the ability to comply with state law and regulation, the Mono County General Plan, the Mono County Code and this chapter.
 4. The approval authority determines that issuance of the permit is in the best interests of the community, the county and the citizens of and visitors to Mono County based on the following factors:
 - a. Whether there are specific and articulable positive or negative impacts on the surrounding community or adjacent properties from the proposed ~~S~~short-term rental;
 - b. Whether the property owner has demonstrated to the satisfaction of the approval authority the ability and capacity to manage the ~~S~~short-term rental in a way that minimizes articulable negative impacts on the surrounding community or adjacent properties, and be responsive to community concerns and complaints; and
 - c. The potential for the ~~S~~short-term rental to impact other community needs and issues, such as the availability of workforce housing units.
- D. The approval authority shall deny an application that meets any of the following criteria:

1. The owner has knowingly made a false statement of material fact, or has knowingly omitted a material fact, from the application.
 2. A previous STR activity permit issued under this chapter involving the same owner or any person having partial ownership as described in subsection 5.65.070(C)(1), has been revoked by the county within the two years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
 3. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), has been determined, by an administrative hearing body or a court of competent jurisdiction, to have engaged in short term rentals in violation of state or local law within the two years preceding the date of the application and all opportunities for appeal of that determination have been exhausted or the time in which such appeals could have been filed has expired.
 4. The proposed rental unit was constructed less than two years prior to the STR activity permit application. For the purposes of this Section 5.65.080, the construction date shall be determined to be the date a certificate of occupancy is issued.
 5. The owner, including any person with partial ownership as described in subsection 5.65.070(C)(1), is determined to have purchased or acquired the property less than two years prior to the STR activity permit application.
 - ~~6.~~ A person with an ownership interest in the property, as described in subsection 5.65.070(C)(1), has an existing STR activity permit on another property within Mono County.
 7. The property has an outstanding violation or is the subject of a code enforcement case.
 8. The property is deed-restricted for affordable housing.
 9. The property was developed, or approved for development, with a density bonus, pursuant to State Density Bonus Law.
 10. A no-fault eviction has occurred in the proposed Short-term rental unit within the last two years, as defined by State Law, including the 2019 Tenant Protection Act (AB 1482), as may be amended over time. No-fault evictions may include but not be limited to, owner move-in, intent to remodel or substantially remodel the unit, withdrawal of the unit from the rental market via the Ellis Act, or the owner complying with a government order or local law that requires the tenant to leave.
- E. If the approval authority denies the application, it shall specify the reasons for the denial on the record or by a subsequently issued written decision, which written decision shall be sent to the owner in accordance with Section 5.65.150 and applicable law.
- F. An STR activity permit issued under this chapter is an annual permit and shall expire on August 31st of each year (unless renewed or revoked in accordance with this chapter). Permits granted within three months prior to the expiration date shall skip the first renewal cycle and instead shall expire on August 31st of the following year.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.090 Renewal/modification process.

- A. An STR activity permit may be renewed and/or modified in accordance with this section.
- B. An application for renewal and/or modification shall be filed with the Mono County Community Development Department (Department), on the form(s) and in the manner prescribed by the Department, at least thirty calendar days before expiration of the permit, accompanied by the required

renewal/modification fee. If any of the documentation and information supplied by the property owner pursuant to Section 5.65.070 has changed since the grant of the permit, the owner shall submit updated information and documentation with the application for renewal and shall provide such other information as the director of the Mono County Community Development Department (Director) may require.

- C. If the owner fails to submit the renewal application and all associated fees thirty days before August 31st, the STR activity permit may not be timely renewed and operations shall be suspended unless/until the renewal is approved. For owners in June Lake, failure to timely renew their application will mean the forfeiture of an STR activity permit and operations shall be halted if a waitlist for new permits has been established. Any subsequent application shall be considered a new permit application and will be subject to the waitlist per Section 5.65.050(B)(3).
- DE. If the renewal/modification application is incomplete, or if the director determines that additional information is required, the director will send notice to the owner in accordance with Section 5.65.150 listing the items or information to be provided. The owner shall have fifteen business days from the postmark or, if the applicant consents to email notice, email date of the notice to submit the listed items. If the owner fails to timely provide the items or information listed in a notice, then the renewal application will be denied as incomplete. Any subsequent application shall be considered a new permit application, and for owners in June Lake these will be subject to the waitlist per Section 5.65.050(B)(3).
- ED. Upon the timely filing of a renewal/modification application and timely provision of any missing or supplemental information under subsection DE, Sshort-term rentals under the existing permit may continue until the director has made a final determination on the application, unless the permit is otherwise revoked or suspended pursuant to this chapter.
- EE. A permit shall be renewed/modified by the director upon determination that the Sshort-term rental meets the standards for grant of the application under Sections 5.65.070 and 5.65.080 and none of the conditions for denial set forth below are present.
- GF. Grounds for denial:
1. The permittee or Sshort-term rental fails to conform to the criteria set forth in this chapter or the use permit;
 2. The permittee is delinquent in payment of applicable county taxes or fees or charges; or
 3. The permit is suspended or revoked or there is an enforcement proceeding pending at the time of the application.
- HG. The director shall specify in writing the reason(s) for any denial of the renewal/modification and shall send the written decision to the permittee in accordance with Section 5.65.150 with an explanation that the decision shall become final in ten calendar days of the postmark or, if the applicant consents to email notice, email date of the decision, unless the owner submits a completed appeal form to the department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office. Failure to submit a written request for an appeal hearing within ten calendar days of postmark or, if the applicant consents to email notice, email date of the notice of denial of the renewal/modification shall constitute a waiver of the right to appeal and a failure to exhaust administrative remedies.
- IH. Upon timely receipt of a written request for an appeal hearing, the director shall set the matter for hearing before the approval authority. The determination of the director shall be stayed pending appeal, unless the violation poses an immediate threat to public health and safety, as determined by the director and stated in the written denial.
- J. If a renewal/modification application is denied, an owner may file a new application pursuant to this chapter.
- (Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.100 Fees.

The filing of an application for an STR activity permit, for renewal of an STR activity permit, or a written request for an appeal hearing shall be accompanied by payment of such fees as the board of supervisors may establish to recover the cost of administration of this chapter. Notwithstanding anything to the contrary in this Section 5.65.100, the fee for an STR activity permit subject to the waitlist shall be collected when an application is eligible to be removed from the waitlist for processing. Property owners are responsible for the costs of inspections, investigations, and any other fee-associated activity established pursuant to this chapter.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.110 Short-term rental (STR) standards and requirements.

Throughout the term of STR activity permit, each permittee shall comply with this chapter and all other applicable county regulations, including but not limited to, the following:

A. Health and Safety Standards.

1. The address of the rental unit must be unobstructed at all times and clearly visible by passersby;
2. Carbon monoxide and smoke detectors must be installed and maintained in good operating condition in each bedroom, sleeping area, or any room or space that could reasonably be used as a sleeping area, and at a point centrally located in the corridor or area giving access to each separate sleeping room;
3. All stairs, decks, guards, and handrails shall be stable and structurally sound;
4. The rental unit shall be equipped with a minimum of one 2A:10B:C type fire extinguisher with no more than seventy-five feet of travel distance to all portions of the structure; there shall be no fewer than one such extinguisher per floor. Fire extinguishers shall be mounted in visible locations with the tops of the fire extinguishers mounted between three and five feet above the floor and shall be accessible to occupants at all times. California State Fire Marshal annual certification tags must be provided and be current on all extinguishers;
5. If there is a fireplace or solid-fuel barbecue, the rental unit shall be equipped with a minimum five-gallon metal container with a tight-fitting lid for ash removal. This container shall be clearly labeled and constructed to meet the purpose of containing ash. Instructions on the proper disposal of ash shall be stated in the rental agreement and clearly posted in the rental unit. The ash container shall not be placed on or near any furniture or other combustible material; ashes must be wet down thoroughly with water; the ash can must be stored outdoors with a minimum of three feet clearance from building, porch, trees, and other combustible materials; the lid must remain on the ash container when in use;
6. Wall or baseboard heaters in the rental unit shall be in good working condition, and instructions on the proper use of these units shall be clearly stated in the rental agreement and posted in the rental unit;
7. Furniture and any other material that may be flammable shall be kept a minimum of fifty-four inches from any fireplace opening and thirty inches from any wall or floor heaters;
8. Flammable or hazardous liquid or materials, firearms, controlled substances, or any unlawful material shall not be stored in the rental unit or any attached structure;
9. The roof and grounds of the transient rental property shall be kept clear of accumulations of pine needles, weeds, and other combustible materials;

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10. Any locking mechanism on exterior doors must be operable from inside the unit without the use of a key or any special knowledge. If the dwelling unit is greater than three thousand square feet in area, two exit doors shall be required, each of which shall conform to this requirement;
 11. All fixtures, appliances, furnaces, water heaters, space heaters, plumbing, wiring, electrical, propane or gas connections, doors, windows, lighting, and all parts of the structure and furnishings (interior and exterior) must be in operable working condition and repair;
 12. Landline telephone service is required. A telephone shall be connected to the local carrier and in working condition for use in the event of an emergency or to contact the owner or property manager. The phone shall be connected to the reverse 911 directory. The rental agreement shall disclose limitations to cell phone coverage and service providers;
 13. Bedroom windows shall be operable and free of obstructions to allow for emergency escape and rescue;
 14. There shall be at least one screened window per bedroom to allow for proper ventilation;
 15. All utilities (electric, gas, water, sewage, etc.) shall be connected, in good operating condition, and connected to approved sources;
 16. Any hot tubs, pools, and spas shall be fenced or equipped with a cover with locking mechanisms, and shall be maintained in a safe and sanitary condition;
 17. There shall be no evidence of pest infestations, and all firewood and other stored items shall be kept in a neat and clean condition;
 18. Exits shall be kept free from storage items, debris or any impediments at all times;
 19. No tree limbs are allowed within ten feet of any chimney or flue openings;
 20. Spark arresters of a minimum opening size of three-eighths-inch and a maximum opening size of one-half-inch shall be required on all fireplace flue openings; and
 21. If any applicable law, rule, or regulation imposes requirements more stringent than those set forth herein, such requirements shall apply.
- B. Sign, Notification and Advertising Requirements.
1. Exterior Sign and Notice. Each rental unit shall be equipped with one temporary exterior identification sign not to exceed eight and one-half inches by eleven inches in size that shall be posted as long as the unit is being rented on a transient basis. This identification sign shall be placed in a location that is clearly visible from the front entrance of the unit, and may be illuminated in a manner that does not conflict with any County exterior lighting standards or signage standards. This sign shall clearly state the following information in lettering of sufficient size to be easily read:
 - a. The name of the managing agency, agent, property manager, ~~or owner,~~ or Host of the unit and the telephone number where said person or persons can be reached on a twenty-four-hour basis;
 - b. The maximum number of occupants permitted to stay in the unit; and
 - c. The maximum number of vehicles allowed to be parked on the property. A diagram fixing the designated parking location shall be included.
 2. Interior Notice. Each rental unit shall have a clearly visible and legible notice posted within the unit adjacent to the front door that shall contain the same information set forth above, and shall additionally include the following:

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- a. Notification and instructions about the proper disposal of trash and refuse, including any bear-safe disposal requirements;
 - b. Notification and instructions concerning the proper use of any appliances, fireplaces, heaters, spas, or any other fixture or feature within the unit;
 - c. Notification that failure to conform to the parking, trash disposal and occupancy requirements for the rental unit shall be a violation of this chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
 - d. Notification that any violation of rules or regulations set forth in the rental agreement may be a violation of this chapter and may result in immediate removal from the premises and administrative, civil or criminal penalty;
 - e. Physical street address of the unit and emergency contact information consisting of 911, the property manager's phone number, and contact information of the local fire department and the Mono County Sheriff's Department; and
 - f. An evacuation plan and a statement regarding respect for adjacent property owner's rights, neighborhood character, and trespassing concerns.
3. The STR activity permit number, which shall be assigned at the time the permit is issued, shall be posted in the title of every Sshort-term rental advertisement, whether online or in other promotional or advertising materials.
 4. Any form of advertising for an unpermitted Sshort-term rental unit is prohibited.
- C. Occupancy. The maximum number of persons who may occupy the property as transient renters or their overnight guests shall be limited to two persons per bedroom plus two additional persons. In no event shall the maximum occupancy exceed ten persons in any rental unit unless the unit is certified and approved by the Mono County Building Official as meeting all applicable building standards for such occupancy. Additionally, occupancy may be further restricted by the limitation of the septic system serving the dwelling as determined by Mono County Environmental Health.
 - D. Parking. Parking requirements shall be based on the parking requirements set forth in the Mono County General Plan, and the number of vehicles shall not exceed the number of parking spaces. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on-street parking allowed, and parking on property owned by other persons shall be considered a trespass. A violation of this section may subject any person to administrative, civil and criminal penalty, including fines and towing of any vehicle, as authorized by state and local law.
 - E. Trash and Solid Waste Removal. A sufficient number of trash receptacles shall be available. Trash and other solid waste shall not be allowed to accumulate in or around the property and shall be removed promptly to a designated landfill, transfer station or other designated site. For purposes of this paragraph, promptly shall mean at least one time per week during any week that the unit is occupied, regardless of the number of days it is occupied. Any trash receptacles located outside a unit shall be in bear-proof containers (in areas with bears) and comply with county standards. Trash removal requirements for each rental unit shall be included in the rental agreement and posted on and in the property. Property management shall be responsible for the cleanup if the tenants do not properly dispose of trash in bear-proof containers.
 - F. Snow Removal. The property owner or manager shall ensure that snow removal from driveways, walkways, stairs, decks, and all exits and entrances shall be performed prior to each occupancy period, and during any occupancy period as needed to maintain the functionality of these areas. Snow removal from driveways, pathways, exits and entrances, and removal of snow, ice, and ice dams from roofs,

decks, and stairs shall be performed in a timely manner as necessary to protect any person who may be using or visiting the rental unit.

- G. Other Requirements. In addition to the foregoing, the following requirements shall be met:
1. Except for Sshort-term rentals operating north of Mountain Gate, exterior lighting fixtures shall comply with Chapter 23, Dark Sky Regulations, which shall require existing fixtures to be replaced or retrofitted, if necessary, to comply;
 2. Owner or property manager must be able to respond within a reasonable timeframe, preferably within an hour;
 3. Quiet hours from ten p.m. to seven a.m., and outdoor amplified sound is prohibited at all times;
 4. If applicable, the owner shall notify lender of change in use to Sshort-term rental and provide verification to county upon request; and
 5. A "hideaway" key or other access shall be available at all times in the event a guest is locked out. All guests shall be made aware of any such key or alternative access.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.120 Rental agreement and owner responsibility.

- A. Rental Agreement. The temporary rental or use of each rental unit shall be made pursuant to a rental agreement. The rental agreement shall include, as attachments, a copy of this chapter and the STR activity permit for the unit. Each rental agreement shall contain all required notices and shall specify the number of persons who may occupy the unit, parking requirements and number of allowed vehicles, trash disposal requirements, and include the telephone number of the person or persons to be notified in the event of any problem that arises with the rental. The agreement shall include the phone number, address, and contact information for management person/entity, and any other information required by the county. The rental agreement shall notify the renters that they may be financially responsible and personally liable for any damage or loss that occurs as a result of their use of the unit, including the use by any guest or invitee. The owner, managing agency and/or property manager shall keep a list of the names and contact information of the adult guests staying in the unit.
1. Within the Clark Tract in June Lake, to ensure prepared visitors, the following must be disclosed in advertisements and the rental agreement: A description of rough road conditions; and the potential need for chains in winter conditions. Contact information for the manager/owner if road assistance is needed shall be included in the rental agreement.
- B. Owner Responsibility.
1. The owner shall be responsible for compliance with all applicable codes regarding fire, building and safety, health and safety, other relevant laws, and the provisions of this chapter.
 2. An owner, managing agency, and/or property manager shall be personally available by telephone on a twenty-four-hour basis to respond to calls regarding the conditions and/or operation of the unit. Failure to timely respond in an appropriate manner may result in revocation of the STR activity permit and business license.
 3. The owner shall require, as a term of a written agreement with a management company or agent, that said agent comply with this chapter. The owner shall identify the management company or agent, including all contact and license information in the application for an STR activity permit, and shall keep this information current. Such agreement shall not relieve owner of the obligation to comply with this chapter.

4. The owner shall maintain property insurance coverage specific to Short-term rentals that covers, but is not limited to, fire and liability, including injury and damage to hosts, guests, and others, in an appropriate amount and shall provide proof of such insurance to county upon reasonable request. Additionally, the owner shall defend, indemnify, and hold the county harmless from any and all claims, judgments, liabilities, or other costs associated with the property or the rental unit, or the rental thereof.
5. The owner, managing agency, property manager and guest shall comply with all lawful direction from any law enforcement officer, fire official, building official, or code compliance officer.
6. The owner shall be responsible for assuring that the occupants and/or guests of the rental property do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any law. If an owner, managing agency and/or property manager, or other agent of the owner is informed about any violation of this chapter, the owner, managing agency and/or property manager, or owner's agent shall promptly take action and use best efforts to stop or prevent a recurrence of such conduct, including, when appropriate, calling law enforcement.

C. Host Responsibility.

1. The Host must be physically and personally present at the time of the Short-term rental, including by meeting guests upon arrival. Such physical presence must include sleeping overnight. A Host will not be considered to live at the property used for a Short-term rental if they are away from the property overnight during a rental, including on vacation.
2. The Host must be a long-term, primary, and verified full-time resident on the property of a Hosted rental.
3. The Host shall be available to STR renters during the rental period.
4. The Host, managing agency, and/or property manager shall be personally available by telephone on a twenty-four-hour basis to respond to calls regarding the conditions and/or operation of the unit. Failure to respond in a timely, appropriate manner may result in revocation of the STR activity permit and business license.
5. The Host, managing agency, property manager and guest shall comply with all lawful direction from any law enforcement officer, fire official, building official, or code compliance officer.
6. The Host shall be responsible for assuring that the occupants and/or guests of the rental property do not create unreasonable noise or disturbances, engage in disorderly conduct, or violate any law. If an owner, managing agency and/or property manager, or other agent of the owner is informed about any violation of this chapter, the owner, managing agency and/or property manager, or owner's agent shall promptly take action and use best efforts to stop or prevent a recurrence of such conduct, including, when appropriate, calling law enforcement.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.130 Suspension or revocation of short-term rental activity permit.

Any of the following shall be grounds for suspension or revocation of an STR activity permit, following the procedures in Section 5.65.140 of this chapter.

- A. Failure to comply with one or more of the terms and conditions of the STR activity permit, this chapter, the Mono County General Plan or any other applicable law or regulation.
- B. The STR activity permit was granted on the basis of false material information, written or oral, given willfully or negligently by the owner.

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- C. Any revocation of the conditional use permit issued under the Mono County General Plan.
 - D. Failure to pay applicable state or county taxes or fees related to the Sshort-term rental.
 - E. Conduct of the Sshort-term rental in a manner that constitutes a nuisance, where the permittee has failed to comply with reasonable conditions to abate the nuisance as directed by the county.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.140 Procedure for suspension or revocation.

- A. If the Director determines that grounds for suspension or revocation of the STR activity permit exist, he or she shall issue a written notice of intention to suspend or revoke the permit, as applicable. The notice of intention shall be served in accordance with Section 5.65.150 on the property owner, as reported on the permit. The notice of intention shall describe the property, the intention to revoke or suspend the permit, the grounds for suspension or revocation, the action necessary to correct or abate the violation and a reasonable time limit for compliance.
- B. If the violation has not been corrected within the period specified in the notice of intention, the director may issue a notice of suspension or revocation, as applicable. The notice of suspension or revocation shall be served in the same manner and upon the same persons as described above for service of the notice of intention and shall be effective ten calendar days from the date it is postmarked or, if the owner has consented in the permit application to email notice, emailed, unless a request for hearing is submitted as described in subsection C.
- C. The owner shall have ten calendar days from postmark or, if the applicant consents to email notice, email date of the notice of revocation or suspension to submit a completed appeal form to the department requesting a hearing. The appeal form may be obtained from the Mono County Community Development Department office or online. Failure to submit the requisite form within ten calendar days of postmark or email date, if consent to email notice was given in the application, of the notice of revocation or suspension, shall be deemed a waiver of the right to challenge the suspension or revocation and a failure to exhaust administrative remedies.
- D. Upon receipt of a timely written request for a hearing, the director shall set a date for a hearing to be held as soon as reasonably practicable before the approval authority or a hearing officer designated by the board ("hearing body"). Notice of the hearing, including the time, date, and location of the hearing, shall be served in the same manner and upon the same persons as described above for service of the notice of intention. The revocation or suspension shall be stayed until the hearing body decision is final.
- E. Hearing Procedures.
 - 1. The hearing body is authorized to conduct hearings, issue subpoenas, receive evidence, administer oaths, rule on questions of law and the admissibility of evidence, prepare a record of the proceedings, and render decisions on the suspension or revocation of the STR activity permit.
 - 2. In any proceeding before a hearing body, oral testimony offered as evidence shall be taken only on oath or affirmation, and the hearing officer, his/her clerk, or other designee shall have the power to administer oaths and affirmations and to certify to official acts.
 - 3. All parties to the hearing shall have the opportunity to testify, introduce exhibits, call and examine witnesses, and cross examine opposing witnesses on any matter relevant to the issues.
 - 4. The hearing body may postpone the hearing date upon good cause shown, continue the hearing during the course of the hearing, and make such other procedural orders and rulings as he or she deems appropriate during the course of the hearing.

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5. The hearing shall follow the procedures set forth in subsections 1.12.050(E)—(L) of the Mono County Code, except that the notice of intention issued under this chapter shall be treated as the notice of violation under those subsections and the notice of suspension or revocation issued under this chapter shall be treated as the administrative citation.
 6. Within thirty calendar days after the close of the hearing, the hearing body shall issue a written decision, including a statement of the basis for the decision. The hearing body's written decision shall constitute the final administrative decision of the county.
 7. If neither the owner, nor their authorized representatives, appear at the noticed hearing, such failure to appear shall constitute an abandonment of the hearing request and a failure to exhaust administrative remedies.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.150 Service requirements.

Wherever this chapter requires the county to serve notice on a property owner, such notice shall be given in writing, and shall be delivered either by personal delivery, electronic mail (email) if the applicant consents to receipt of email notice in the application, or by certified U.S. mail. In addition, any such notice may be posted at the physical address of the premises on the date of personal delivery, mailing, or emailing of notice. Service shall be deemed complete upon mailing or emailing.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.160 Enforcement.

The remedies provided by this chapter are cumulative and in addition to any other remedies available at law or in equity.

- A. Any violation of a Short-term rental ordinance of the county, including but not limited to, this chapter and Chapters 25 and 26 of the Mono County General Plan, may be enforced through administrative citation and fines as provided in Chapter 1.12, except that the amount of the administrative fines shall be one thousand five hundred dollars for a first violation, three thousand dollars for a second violation within one year of the first violation and five thousand dollars for each additional violation within one year of the first violation. The fines set forth in this section shall not apply to a first-time offense of failure to register or pay the business license fee, which shall instead be subject to the fines set forth in Section 1.12.030.
- B. Any condition caused or allowed to exist in violation of any of the provisions of this chapter, the Mono County General Plan, use permit, or applicable state law or regulation is a public nuisance which shall, at the discretion of the county, be subject to abatement or other relief pursuant to Chapter 7.20 of the Mono County Code.
- C. Each and every violation of this chapter, the Mono County General Plan, or applicable state law or regulation shall constitute a separate violation per day and shall be subject to all remedies and enforcement measures authorized by the Mono County Code or otherwise authorized by law. Additionally, any violation shall be subject to injunctive relief, disgorgement to the county of any and all monies unlawfully obtained, costs of abatement, costs of restoration, costs of investigation, restitution, and any other relief or remedy available at law or in equity. The county, including the office of the district attorney and the office of the county counsel, may pursue any and all remedies and actions available and applicable under state and local laws for any violations.

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- D. Hardship Waiver for Administrative Fines Under Section 5.65.160(A). Any party fined under Section 5.65.160(A) may be granted a hardship waiver reducing the amount of the administrative fines if:
1. The party has made a bona fide effort to comply after the first violation; and
 2. Payment of the full amount of the administrative fines would impose an undue financial burden on the party.

A hardship waiver request shall be filed on a hardship waiver application form made available upon request by the office of code compliance and filed within ten business days after service of the administrative citation levying the fines. The completed application shall be filed with the code compliance office together with a sworn affidavit, and any other supporting documents or materials, demonstrating why the requirements of Section 5.65.160(D)(1) and (D)(2) are satisfied. If the request and supporting materials demonstrate to the satisfaction of the code compliance officer or his or her designee that the requirements of section 5.65.160(D)(1) and (D)(2) are satisfied, the fine shall be reduced to the amounts set forth in Section 1.12.030 or such other amount as the code compliance officer or his or her designee deems appropriate. Any hardship waiver request not timely submitted shall be rejected, and the applicant shall be deemed to have waived his or her right to request a hardship waiver. The time for appeal of an administrative citation pursuant to Section 1.12 shall not be extended due to any fine reduction request pursuant to this paragraph.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018; Ord. No. 22-008, § 1(Exh. A), 7-19-2022)

5.65.170 Existing and otherwise permitted rentals.

Any lawful use of property as a ~~short-term rental permitted under a prior regulatory framework that was not subject to this chapter remains exempt from this chapter as long as all conditions and requirements of the previous approval are met, or subsequently authorized, in a non-residential land use designation, or MFR H, that permits such uses (or permits such uses subject to use permit or director review approval) shall be exempt from the provisions of this chapter.~~

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)

5.65.180 Severability.

If any section, subsection, sentence, clause or phrase of this chapter is for any reason held to be invalid, such decision shall not affect the validity of the remaining portions of this chapter. The board of supervisors hereby declares that it would have passed this chapter and each section, subsection, sentence, clause, and phrase thereof, irrespective of the fact that any one or more sections are held invalid.

(Ord. No. 18-07, § 1(Att. A), 5-15-2018)



The Board's April 3 policy direction included a request for more information and/or alternatives regarding the following policies:

1. Numeric cap for June Lake
2. First-come, first-served waiting List for June Lake permits
3. Increased violation fines
4. Waiting periods after sale of a home or after an eviction
5. Incentive for developing housing

In addition, in working through the policy amendments, questions arose about the policy prohibiting a long-term renter from occupying an accessory dwelling unit ("ADU") on a property while allowing STRs in the main home, and prohibiting an ADU to be rented as an STR if the main unit is occupied by the owner or long-term renter. Further discussion is requested.

The following provides information related to the above-listed alternatives and policy discussion.

1. Alternative to a numeric cap for June Lake

Context: The Board's policy direction calls for allowing up to 100 Short-Term Rentals (STRs) in the June Lake area. Current Mono County Code requirements set a numeric limitation (or cap) for the Clark Tract area of June Lake, restricting the area to no more than eight (8) hosted rentals; non-hosted rentals are not allowed.

Proposal: The simplest cap to implement and administer is a single number that allows for limited growth of existing permits. Therefore, the recommendation is to establish a limit of 100 activity permits, which is ten (10) more than the current number of short-term rentals in June Lake. The Board could increase or decrease the limitation as needed by amending the County Code.

Comparison: Other jurisdictions that have set a numeric (number) limitation include:

- Aspen, CO
- Steamboat Springs, CO
- Durango, CO. For new development areas, a set number of residential units may be permitted as vacation rentals within a certain building or development. For multifamily developments and planned unit developments, vacation rentals are only allowed where vacation rentals are specifically listed as an allowed use by the development standards that are adopted when the project is approved.
- Placer County, CA
- Seaside, CA
- Truckee, CA
- Santa Rosa, CA
- Twentynine Palms, CA. This jurisdiction calls for reevaluation of the number of permits based on the 2030 U.S. Census.

Alternatives: The Board may instead set the limitation based on a percentage of developed properties and/or housing units in the June Lake area. 100 permits would represent 12.2% of June Lakes housing stock, as of the most recent data on housing units from 2020.

Other jurisdictions that have taken the percentage approach include Chelan, WA, Desert Hot Springs, Mount Shasta, and Newport, OR. Each of these jurisdictions use slightly different baselines for the percentage. For example,

- Mount Shasta, CA uses the most recent Housing Element to determine the total number of housing units. The total cap is based on 3% of citywide housing units.
- Chelan County, WA uses the latest annual count from the State.
- Desert Hot Springs, CA requires an annual Housing Report.
- Newport, OR deliberated on using between 3-5% of the total dwelling units citywide, and ultimately decided to implement a hard cap (based on roughly 4%) but that the Council can adjust as needed.
- Two jurisdictions use a combination of numeric cap and percentage of units: Douglas County, NV and Marin County, CA.
 - Douglas County uses a numeric cap in Tahoe Township, and a density limit in neighborhoods (e.g., no more than 40% of the residential units in Tahoe Township may be short-term rentals; the limit is 15% in other neighborhoods).
 - Marin County uses a geographic approach; smaller communities have numeric caps, and larger areas with higher numbers of STRs have caps based on a percentage of developed properties (50%).

Should the Board choose a percentage-based cap, the Board would need to

- Identify the baseline to use, such as the percent of total housing units in June Lake or the percent of total developed parcels, and
- Identify the data source for the baseline, such as the Census (information updated every ten years) or Housing Element (updated every eight years).
- Identify the frequency of re-evaluating the cap limitation.

Additional staff resources would be needed to administer a percentage-based cap.

2. Alternatives to a First-Come/First-Served Wait List

Context: The Board’s policy direction calls for managing STR permit applications for processing once the permit cap is reached.

Proposal: The recommendation is to use a first-come/ first-served system to develop the waiting list. This would mean STR applications would be processed in the order in which they were received. The first-come/first-served system would be the most clear-cut process for the public, as well as the most efficient use of administrative resources.

Comparison: Examples of jurisdictions who have implemented a first-come/first-served waitlist system include:

- Seaside, CA
- Douglas County, NV
- Truckee, CA
- Placer County, CA

Alternatives: The Board may instead consider using a lottery system to assign STR permits when the limitation has been reached.

Some examples of jurisdictions who have implemented a lottery system are as follows:

- Steamboat Springs, CO. All entries are due by July 18, 2024, after which entries are validated by city staff and assigned a number. The city’s website notes that lottery numbers are random and not based on when an application is submitted. The lottery numbers are randomly sorted and ranked using a neutral, third-party draw service, which establishes the waiting list. Lottery results are then posted online, and City staff contacts property owners based on the lottery rank order.
- Marin County, CA. Marin County recently adopted regulations that set a permit cap based on geographic areas. The ordinance calls for holding a lottery for applications received within the first 30 days after the application period opens for the areas where there are more short-term rentals than the ordinance allows. After the initial application period, when the limitation has been reached, as new applications for new short-term rentals are submitted, the County will maintain a waiting list and process the applications on a first come/first serve. Failure to timely renew an application when there are no available licenses results in being subject to the waitlist.
- San Diego, CA. Applications are weighted based on the “good actor” point system, wherein existing STRs with a history of high occupancy and which have no code violations are given preference in the lottery.

Lastly, Santa Rosa sets a permit cap that is significantly lower than the existing number of STRs. Consequently, Santa Rosa is not using either a lottery or a waitlist system. Instead, the city intends to reduce the number of STRs through attrition.

Should the Board choose a lottery system for STR permits, the Board would need to

- Set an annual deadline for STR permit applications to be submitted.
- Consider using a neutral third-party draw service, similar to Steamboat Springs.
- Determine if any preferences should be given to previous owners or applicants who have demonstrated compliance with the STR codes, with the understanding that an owner may only have one STR permit at any one time.

A lottery system would require additional administrative coordination for County staff. Under the lottery system, the County would conduct a drawing to determine which application(s) would be eligible for processing and would not take into account when the application was submitted.

3. Increase Fines

Context: Board direction called for research on fines related to STR operations in other jurisdictions.

Proposal: The recommendation is to keep the current fine structure in Mono County, as the fine amounts are on par with peer jurisdictions.

Comparison: Some jurisdictions have adopted separate fines based on the nature of the violation. For example, Palm Springs has three different fine structures: operational (such as lacking proper signage or noise violations), advertising without including required information, and operating without a permit/certificate. The latter two permit-related fines may be much higher than the operational fines. Examples of other jurisdictions and their associated fines are as follows:

Violation	Mono County	Truckee	Placer County	Sonoma County	Palm Springs (Operational)	Palm Springs (Advertising without incl. certificate info)	Palm Springs (Operating without a certificate)
1 st	\$1,500	\$1,500	\$1,500	\$1,500	\$500	\$2,500 and certificate is suspended for 6 mo.	\$5,000 + back taxes for TOT
2 nd	\$3,000	\$3,000	\$3,000	\$3,000	\$1,000 and a criminal misdemeanor	\$5,000 and certificate is revoked	\$10,000 + back taxes for TOT
3 rd	\$5,000	\$5,000	\$5,000	\$5,000			

Mono County can currently fine violators for all violations under the Palm Springs tiered structure under the current regulations.

Alternatives: The Board may consider

- Increasing fines for STR violations, or
- Creating a fine structure based on the type of violation, similar to what Palm Springs has done.

A tiered system would be more complicated to administer and require additional staff time. Increased fines may result in additional appeals and/or requests for reductions to fines which will require additional administrative time.

4. Waiting Period after purchase or evictions

Context: The Board’s policy direction suggested a two year waiting period for STR permits after the sale or transfer of a property, and potentially after an eviction, but also requested research on additional options.

Proposal: The recommendation is that the County require the same waiting period length regardless of the reason for waiting period, such as following revocation of an STR permit, purchase of a property, eviction, or construction of a new residence, whether that be two or five years. Mono County code currently requires a five-year waiting period to re-apply for a permit after revocation of a Vacation Home Rental permit. By comparison, the Code requires a two-year waiting period to re-apply after revocation of an STR activity permit.

Comparison: San Francisco is the only jurisdiction that specifically prohibits STRs in units that have been subject to the Ellis Act, which a type of no-fault eviction in California. Maui County is the only jurisdiction that requires a waiting period after the construction of a home, in addition to sales or transfers.

Some examples of waiting periods/ regulations after sale or evictions are as follows:

Jurisdiction	Type of Waiting Period	Length
Truckee	After purchase/ transfer of ownership of property	1 year
Nevada County	After purchase/ transfer of ownership of property	1 year
Sierra County	After purchase/transfer of ownership of property	2 years
Maui County	After purchase/ transfer of ownership AND/OR After construction of a residential unit	5 years
San Francisco	After a property has been subject to the Ellis Act, resulting in an eviction	STRs prohibited, even with new ownership

Alternatives: The Board may consider

- Not requiring a waiting period after
 - o an eviction,
 - o construction of a new residence, and/or
 - o purchase/transfer of property.
- Requiring a waiting period for any of the above that is consistent with the current Mono County waiting periods
 - o Two years, which is the current waiting period for STR owners/properties following permit revocation.
 - o Five years, which is the current waiting period for vacation rental permit owners/properties following permit revocation.
- Limiting the waiting period for purchase/transfer of property ownership to one year, similar to two peer jurisdictions.

5. Workforce Housing Incentives

Context: The Board requested information or alternatives regarding incentives that allow an individual to obtain an STR permit in exchange for, or as a benefit to, developing long-term housing. Such a voluntary exchange works only when a standard, such as a permit cap, is being waived or exceeded, or as a flat requirement applied to all applications in order to gain approval.

Proposal: The recommendation is to add the following language to the code:

Mono County may develop incentive program(s) that links the development of affordable housing units with the approval of an STR permit in June Lake. The County may adopt one or more pilot programs provided the overall objective focuses on developing workforce housing and the overall STR permit cap authorized under the County Code is not exceeded in June Lake. The County may adjust and refine the program as needed to reflect market conditions and community considerations.

Comparison: Truckee is the only jurisdiction that appears to have created an STR incentive program in exchange for the development of workforce housing. Truckee’s Short-term Rental Workforce Housing Token Program currently allows

developers of deed-restricted workforce housing to obtain an STR permit in a one-to-one exchange; that is, in exchange for every one unit of workforce housing developed, an individual can get an STR permit that may exceed the permit cap.

Truckee authorized the pilot program based on the following language in its municipal code:

“Notwithstanding any provision of this chapter to the contrary, the Town Council may authorize withholding a certain number of transient occupancy registration certificates from issuance to applicants on the waitlist, and subsequently issuing transient occupancy registration certificates to developers of housing for the Truckee workforce, upon such terms as the Town Council may determine. Among other measures, the Town Council may authorize the issuance of such certificates such that the cap described herein will be exceeded, and/or the issuance of certificates prior to awarding certificates to applicants on the waitlist.”

Alternatives: The Board may wish to consider the following alternative approaches:

- Requiring some number of affordable housing units as a standard that must be met to approve an STR application is not further discussed as this approach did not appear to be the intent.
- Allow one STR permit for every two (or other number) workforce housing units constructed, which would not be subject to the cap. The incentive would likely work only in the June Lake area where the incentive could allow “bonus STRs” that are not subject to the limitation or cap, and the potential impacts of exceeding the cap should be evaluated. The two-unit number is derived from the direct impact of losing the STR unit from the long-term rental stock, and from the study’s determination that each STR generates a need for 0.8 units of workforce housing.
- When approving a subdivision or housing project of three or more units, allow one unit to be an STR that runs with the land for every two units being deed restricted for long-term housing, potentially with certain income requirements.
- Allow an STR permit to be issued for a residence without the need for a waiting period. This may include
 - o a newly-constructed residence when developed in conjunction with two (or more) workforce housing units
 - o a residence that has been transferred or purchased recently in conjunction with the development of two (or more) workforce housing units

Should the Board consider an incentive program, the Board may wish to

- Consider how many long-term units need to be created for every one STR permit.
- Require some or all of the long-term residential units to be deed-restricted as workforce housing. The deed restriction could require documentation that residents are employed within the county, or the deed restriction could require affordable housing, or both.
- Determine if the “bonus STR permits” would be subject to the cap in June Lake.

Policy Discussion

The Board provided the following policy direction:

Do not allow a long-term renter to occupy an accessory dwelling unit (“ADU”) on a property while allowing STRs in the main home, and do not allow the ADU to be rented as an STR if the main unit is occupied by the owner or long-term renter.

Discussion: An accessory dwelling unit (ADU) may be attached or detached from the main residential unit and provides complete, independent living facilities including permanent provisions for living, sleeping, eating, cooking, and sanitation. Given this definition, this policy direction has the following implications:

- Only Hosted STRs that include some shared facilities with the Host, usually either a bathroom or kitchen, in the main unit could be approved.
- Only Non-Hosted STRs, where allowed, could provide a complete, independent unit for rental as long as the ADU is not rented long term. Once the ADU is rented long term, the main unit would no longer be eligible as an STR, which may disincentivize the long-term rental of the ADU.

If the Board intended these policy outcomes, then the direction and proposed policies stand. If not, the Board may wish to consider the following alternatives for Hosted rentals:

- Allow the owner or long-term renter to occupy an ADU on a property and serve as the Host while allowing STRs in the main home.
- Allow the ADU to be rented as an STR if the main unit is occupied by the owner or long-term renter who serves as the Host.

Both of these options either: 1) support a year-round resident who could benefit from additional income to support their ability to live and work in Mono County, or 2) guarantee one long-term rental unit on the property while allowing a second homeowner to intermittently use the STR unit for their personal visits.

The flip side includes the following considerations which support retention of the policy direction:

- Rental of the main unit could be interpreted as the main use of the property, which is not the intention.
- ADUs should be reserved for long-term rental and personal/family use only.
- The STR may be supporting the ability of a second homeowner to retain their vacation property.

The Board should consider the various policy implications and direct staff to stay the course or modify as desired.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 18, 2024

Departments: Community Development

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

SUBJECT Agreement Regarding Terms and
Conditions of Employment for
Assistant Community Development
Director

AGENDA DESCRIPTION:

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

Proposed resolution approving the terms and conditions of employment of Brent Calloway as Assistant Community Development Director, and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed Resolution, approving the terms and conditions of employment with Brent Calloway as Assistant Community Development Director, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The estimated cost of this position for the remainder of the fiscal year is \$5,085, of which \$4,075 is salary and \$1,010 is benefits. The total cost of salary and benefits for an entire fiscal year is \$159,667, of which \$123,941 is salary and \$35,726 is benefits. This is included in the Department's FY 2023-24 adopted budget and FY 2024-25 requested budget.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
1 Resolution
2 Employment Agreement

History

Time	Who	Approval
6/11/2024 9:31 AM	County Counsel	Yes
6/11/2024 2:21 PM	Finance	Yes
6/12/2024 3:51 PM	County Administrative Office	Yes

Mono County Community Development Department

PO Box 347
Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

Date: June 18, 2024

To: Honorable Board of Supervisors

From: Wendy Sugimura, Director

RE: Employment Agreement with Brent Calloway

BACKGROUND

The position of Assistant Community Development Director was approved as a policy item and funded in the FY 23-24 budget. The Community Development Department subsequently drafted and received Board approval for a job description, and then recruitment for the position was opened in early April 2024.

DISCUSSION

Six applications were received and reviewed, and two applicants were deemed qualified and offered interviews. The interview committee comprised of Wendy Sugimura, Nick Criss, Scott Burns, and Nicole Beck selected Brent Calloway. Mr. Calloway previously worked for the Mono County Community Development Department for seven years, starting as an intern. He left the department to work as a Supervising Agricultural Biologist for the Inyo & Mono County Department of Agriculture, then subsequently returned to the Mono County Community Development Department as the Principal Planner in March 2023. Mr. Calloway has demonstrated his skill and ability as a planner, tackling complex development projects, policy development, and environmental studies, and assisted with administrative functions such as budget development. He also has experience with the Building Division, having previously cross-trained as the building permit technician, and is familiar with code enforcement procedures. In addition, Mr. Calloway is currently the Executive Director of the Mono County Local Agency Formation Commission (LAFCO), which is an independent body staffed through the Community Development Department, and is in the process of completing the National Association of Counties (NACo) High Performance Leadership Academy.

We are pleased to offer this position to Mr. Calloway and look forward to many years of his service in the Community Development Department.

Please contact Wendy Sugimura at 760-924-1814 or wsugimura@mono.ca.gov with any questions.

ATTACHMENTS

1. Resolution
2. Employment Agreement



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF BRENT CALLOWAY**

WHEREAS, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Brent Calloway, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Brent Calloway. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 18th day of June, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF BRENT CALLOWAY
AS ASSISTANT DIRECTOR OF COMMUNITY DEVELOPMENT
FOR MONO COUNTY**

This Agreement is entered into by and between Brent Calloway and the County of Mono (hereinafter “County”).

I. RECITALS

Brent Calloway (hereinafter “Mr. Calloway”) is currently employed by County as its Principal Planner. The County now wishes to employ Mr. Calloway in the at-will position of Assistant Director of Community Development in accordance with the terms and conditions set forth in this Agreement. Mr. Calloway wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence June 18, 2024 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Calloway shall be employed by Mono County as its Assistant Director of Community Development, serving at the will and pleasure of the Community Development Director. Mr. Calloway accepts such employment. The Community Development Director shall be deemed the “appointing authority” for all purposes with respect to Mr. Calloway’s employment. The Community Development Director and Mr. Calloway will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Calloway’s work. Mr. Calloway’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Community Development Director in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Calloway’s salary shall be Range 118, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Mr. Calloway understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with

respect to his employment for the County as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).

5. Mr. Calloway shall continue to earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees" updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2024 to reflect Mr. Calloway's June 18, 2024 start date. Mr. Calloway understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Calloway's uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Calloway may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Calloway's date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Calloway's full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Community Development Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Calloway shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Calloway's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Calloway understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Calloway cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work

and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Calloway's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Mr. Calloway's employment, the Community Development Director may terminate Mr. Calloway's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Calloway understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Mr. Calloway's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Mr. Calloway's employment under this Agreement, Mr. Calloway shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Mr. Calloway shall not be entitled to any severance pay in the event that the Community Development Director has grounds to discipline him on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Calloway shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Calloway may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Calloway shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Calloway, and shall supersede and replace any and all prior agreements or understandings regarding Mr. Calloway's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of

the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Calloway's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Calloway's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Calloway shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Calloway is convicted of a crime involving abuse of office or position.

14. Mr. Calloway acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Calloway further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 18th day of June, 2024.

EMPLOYEE

THE COUNTY OF MONO

Brent Calloway

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL