



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Regular Meeting July 2, 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. Teleconference Location Supervisor Gardner - 1631 198th St, NW, Shoreline, Washington, 98177
4. Zoom Webinar.

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/86184622677>

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

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

To join the meeting by telephone:

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

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

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

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

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online 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. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the 2024, May regular meetings. Approval of Board minutes from the 2024, June regular meetings. Approval of Board minutes from the 2024, May special meeting. Approval of Board minutes from the 2024, June special meeting.

Recommended Action: Approve the Board minutes from the May 14, 2024, regular meeting. Approve the Board minutes from the May 21, 2024, regular meeting. Approve the Board minutes from the June 4, 2024, regular meeting. Approve the Board minutes from the June 11, 2024, regular meeting. Approve the Board minutes from the June 18, 2024, regular meeting. Approve the Board minutes from the May 16, 2024, special meeting. Approval of Board minutes from the June 11, 2024, special meeting

Fiscal Impact: None.

B. Reappointment - Economic Development, Tourism and Film Commission

Departments: Economic Development

Reappointment of Michael Vanderhurst (District 1) to the Mono County Economic Development, Tourism and Film Commission (EDTFC) for a 4-year term ending June 30, 2028.

Recommended Action: Reappoint Michael Vanderhurst (District 1) to the Mono County Economic Development, Tourism and Film Commission (EDTFC) for a 4-year term ending June 30, 2028.

Fiscal Impact: None.

C. Bridgeport Valley Regional Planning Advisory Committee (RPAC) Appointment

Departments: Community Development

Consider the applications of Kim Murcia and Nick Way for appointment to the Bridgeport Valley Regional Planning Advisory Committee (RPAC).

Recommended Action: Appoint Kim Murcia and Nick Way to the Bridgeport Valley Regional Planning Advisory Committee.

Fiscal Impact: None.

D. Grant Funding for Behavioral Health Bridge Housing (BHBH)

Departments: Behavioral Health

This item seeks Board of Supervisor authorization for Mono County Behavioral Health (MCBH) to pursue grant funding through the Behavioral Health Bridge Housing (BHBH) grant program operated through the Department of Health Care Services.

Recommended Action: Authorize MCBH to apply for BHBH grant funding.

Fiscal Impact: This non-competitive grant would provide \$1,229,946 for short-term (less than 90 days) and mid-term housing (less than two years), supportive services, and program costs.

E. Contract with Anne Sippi Clinic for Social Rehabilitation Services

Departments: Behavioral Health

Proposed contract with Anne Sippi Treatment Group, pertaining to provision of Social Rehabilitation Services.

Recommended Action: Approve, and authorize Chair, to sign, contract with Anne Sippi Treatment Group for provision of Social Rehabilitation Services for the period July 1, 2024, through June 30, 2025, and a not-to-exceed amount of \$94,781.

Fiscal Impact: The total amount of this contract is \$94,781. This contract is included in the Department's requested 2024-25 fiscal year budget, and it is paid for with Mental Health Service Act Full-Service Partnership funding.

F. Contract for Multi-Jurisdictional Local Hazard Mitigation Plan (HMP) Update

Departments: Community Development

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

Recommended Action: Approve and authorize the Chair to sign the contract with IEM International, Inc. (IEM) for the provision of hazard mitigation planning services for a not-to-exceed cost of \$179,982 for the period June 1, 2024, through September 30, 2025.

Fiscal Impact: No impact to the General Fund. Consultant costs are covered by federal funds from the Federal Emergency Management Agency (FEMA) and administered by the California Governor's Office of Emergency Services (CalOES). A 10% match of non-federal funds is required (\$19,998) and is anticipated to come from state grant funds associated with the Local Transportation Commission.

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

Departments: County Counsel and Code Enforcement

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: Adopt proposed ordinance.

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

H. Signature Authorization for Purchase of 5 Kodiak Blowers and

Accessories

Departments: Public Works - Fleet

Kodiak Blower signatory authorization to Public Works Director for the purchase of 5 snow blowers Kodiak blowers and accessories as shown in staff report attachment.

Recommended Action: Authorization for Public Works Director to sign PO with required options along with all other paperwork required for purchases and payment of invoices.

Fiscal Impact: The Purchase of the 5 Kodiak snow blowers will require up to a \$1,500,000 transfer from the Local Assistance Project Fund.

I. Ratify and Approve Submission of Best Practices Digital Equity Learning Community Grant

Departments: Information Technology

(Mike Martinez) - Ratify and approve submission of Best Practice Digital Equity Learning Community Grant.

Recommended Action: Ratify and approve submission of Best Practice Digital Equity Learning Community Grant.

Fiscal Impact: The grant award is for \$20,000, with no matching requirement.

J. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2024.

Recommended Action: Approve the Treasury Transaction Report for the month ending 5/31/2024.

Fiscal Impact: None.

K. Application for the United States Department of Agriculture's Rural Community Development Initiative Grant

Departments: County Counsel

(Christopher Beck) - Approve Application for the United States Department of Agriculture's Rural Community Development Initiative Grant.

Recommended Action: Approve and Authorize Application for the United States Department of Agriculture's Rural Community Development Initiative Grant.

Fiscal Impact: The grant will generate revenues of up to \$325,000, with a required County match of \$325,000 planned to include in-kind staff time and out of pocket costs.

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. Governor’s Proclamation for the November 5, 2024, General Election

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 5, 2024.

B. Email from Mark Langner regarding North County Utilities

Email from a Coleville resident (Mark Langner) regarding the electric utilities in north county.

C. Assembly Bill 2797 - Opposition Letter

Letter to Assembly Member McKinnor regarding the opposition of Assembly Bill 2797.

D. Letter of Support - Secure Rural Schools Reauthorization Act of 2023 (S. 2581)

Letter of support sent to Senator Padilla and Senator Butler regarding the Secure Rural Schools Reauthorization Act of 2023 (S. 2581).

7. REGULAR AGENDA - MORNING

A. Introduction of Humboldt-Toiyabe National Forest Supervisor and Update on Forest Activities

Departments: Board of Supervisors

20 minutes

(Humboldt-Toiyabe National Forest Supervisor, Jon Stansfield; Bridgeport District Ranger, Aaron Coogan) - Introduction of Humboldt-Toiyabe National Forest Supervisor Jon Stansfield and update on Humboldt-Toiyabe National Forest activities.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Prescribed Burns Update from Inyo National Forest and Bureau of Land Management

Departments: Board of Supervisors
45 minutes (presentation) 15 minutes (discussion)

(Lesley Yen, INF Supervisor and Chance Traub, INF Fire Management Specialist) - Update from Inyo National Forest and Bureau of Land Management on prescribed burns in Mono County.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Four Tribes' Request for Letter of Support

Departments: Clerk of the Board
5 minutes

(Joseph A. Sam, Chairman, Bridgeport Indian Colony) - Mono County support for tribal request for protection on the high volcanic tableland in the Bodie Hills.

Recommended Action: Approve the support letter and approve Chair Peters to sign on behalf of the County.

Fiscal Impact: None.

D. Interpretation of Mono County Code Section 5.60.140.N.6, regarding the Prohibition of the Retail Sale of Cannabis-Infused Beverages

Departments: Community Development
20 minutes

(Rob Makoske, Planning Analyst) - Consider interpreting Mono County Code Section 5.60.140.N.6. to allow pre-mixed cannabis beverages regulated by the State of California. Concentrates that are beverages, powders, or gels would continue to be prohibited.

Recommended Action: Make the interpretation as recommended in the staff report of Mono County Code Section 5.60.140.N.6 to allow the immediate retail sale of premixed cannabis-infused beverages in Mono County while retaining the prohibition on concentrated beverages, powders, gels, and other cannabis products with instructions for the further preparation of cannabis infused beverages, and further direct staff to begin the process of amending the County Code to reflect the interpretation as workflow permits.

Fiscal Impact: Potentially a minor increase in sales tax remitted to the County; staff time to work on code revision is included in the department budget.

E. Agreement and First Amendment to the Employment Agreement of Elizabeth Grans as Economic Development Manager/Film Commissioner for Mono County Recognizing Ms. Grans' Appointment as Interim Economic Development Director

Departments: County Administrative Office

5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving an employment agreement with Elizabeth Grans as Interim Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Approve proposed Resolution, approving an employment agreement with Elizabeth Grans as Interim Economic 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: This item increases costs for each pay cycle the additional duties are performed by an estimated \$458, of which \$387 is salary and \$72 is benefits. The annual cost of this position currently before the amendment is \$155,407, of which \$107,065 is salary and \$48,342 is benefits.

F. Fleet Operations Update

Departments: Public Works - Fleet
15 minutes

(Paul Roten, Public Works Director) - Presentation by Paul Roten and Karyn Spears regarding Mono Fleet Operations.

Recommended Action: None, informational only.

Fiscal Impact: None.

G. Mono County Jail Update

Departments: Public Works
5 minutes

(Paul Roten, Public Works Director) - Mono County Jail Update.

Recommended Action: None, informational only.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Existing Litigation

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

B. Closed Session - Existing Litigation

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

C. Closed Session - Initiation of Litigation

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

D. Closed Session - Exposure to Litigation

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

E. Closed Session - Labor Negotiations

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

9. BOARD MEMBER REPORTS

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 July 2, 2024

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes from the 2024, May regular meetings. Approval of Board minutes from the 2024, June regular meetings. Approval of Board minutes from the 2024, May special meeting. Approval of Board minutes from the 2024, June special meeting.

RECOMMENDED ACTION:

Approve the Board minutes from the May 14, 2024, regular meeting. Approve the Board minutes from the May 21, 2024, regular meeting. Approve the Board minutes from the June 4, 2024, regular meeting. Approve the Board minutes from the June 11, 2024, regular meeting. Approve the Board minutes from the June 18, 2024, regular meeting. Approve the Board minutes from the May 16, 2024, special meeting. Approval of Board minutes from the June 11, 2024, special meeting

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
May 14, 2024 DRAFT Minutes
May 21, 2024 DRAFT Minutes
June 4, 2024 DRAFT Minutes
June 11, 2024 DRAFT Minutes
June 18, 2024 DRAFT Minutes

[May 16, 2024 Special Meeting DRAFT Minutes](#)

[June 11, 2024 Special Meeting DRAFT Minutes](#)

History

Time	Who	Approval
6/25/2024 3:00 PM	County Counsel	Yes
6/24/2024 2:52 PM	Finance	Yes
6/25/2024 9:00 PM	County Administrative Office	Yes



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

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

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

**Regular Meeting
May 14, 2024**

Backup Recording

Minute Orders

Resolutions-

Ordinance

Zoom

M24-080 – M24-089

R24-039 - R24-050

ORD24-005 Used

TRIBAL LAND ACKNOWLEDGEMENT

Chair Peters read:

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.

9:01 AM Call meeting to order by Chair Peters.

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

Supervisors Absent: None.

The Mono County Board of Supervisors stream most of their meetings live on the internet

Note:

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

and archives them afterward. To search for a meeting from June 2, 2015, forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Supervisor Duggan.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS

A. Proclamation Designating May 2024 as Mental Health Awareness Month

Departments: Behavioral Health

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

Action: Adopted proclamation designating May 2024 as Mental Health Awareness Month, receive report on activities planned to recognize Mental Health Awareness Month.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-080

Robin Roberts, Behavioral Health Director:

- Presented item.

B. Proclamation Designating May 2024 as Art Month

Departments: Mono Arts Council

(Kristin Reese, MAC Executive Director) - Proclamation recognizing and celebrating May as Mono County Art Month 2024.

Action: Adopted proclamation recognizing and celebrating May as Mono County Art Month 2024.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-081

Chair Peters:

- Presented item.
- Announced that item #9a. is pulled from the Afternoon Agenda.

Note:

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3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on Road crew doing a great job and getting great feedback from the public. Specifically with clearing shoulders and plowing in Chalfant and Virginia Lakes Road.
- Update on insurance issues and discussed the development of a task force with Chris Mokracek.
- Discussion the county 2-1-1 service and the reinstatement of service.
- Update on Bridgeport Fire request of additional funding.
- Update TOT increase, working with a consultant.
- Discussion on the Governors new budget and budget workshop.
- California Job First process and monthly updates to the Board.

Supervisor Kreitz:

- Discussion of the 2-1-1.

Supervisor Peters:

- Discussion of the 2-1-1.

4. DEPARTMENT/COMMISSION REPORTS

Janet Dutcher, Finance Director:

- Update on the Eazy Smart Pay.
- Update on Gerald Frank working with Megabyte regarding the TOT.

Jeff Simpson, Economic Development Director:

- Discussion on California Job First:
 1. Recognized Liz Grans for going to a 2-day workshop in Tahoe.
 2. Liz and Amanda attended Community Workshop in Mammoth Lakes.
 3. Next workshop is on May 16.

Kathy Peterson, Health and Human Services Director:

- Discussion on Public Health funds and future budget cuts.

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.)

Items #5c and #5j pulled from Consent Agenda.

A. Behavioral Health Advisory Board Appointment

Departments: Clerk of the Board

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

Note:

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Action: Appointed to the Mono County Behavioral Health Advisory Board: Jennifer Weaver, term expires May 14, 2027.

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-082

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

Departments: Behavioral Health

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

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

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-083

C. Budget Adjustment for Mono County Behavioral Health Vehicle Purchase

Departments: Behavioral Health

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

Action: Approved budget adjustment for FY 2023-24, (4/5 vote required).

Gardner moved; Salcido seconded

Vote: 4 Yes, 1 No

M24-090

Kreitz - N

Supervisor Kreitz:

- Requested clarity on the deadline for spending.
- Discussion on all County vehicles and the concerns she has.
- Does not support until we have a discussion. Requested an agenda item on this topic.

Robin Roberts, Behavioral Health Director:

- Discussion on the usage of vehicles and vehicle availability.

Note:

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Paul Roten, Public Works Director:

- Discussion on the County fleet vehicles.

Moved to item #5j.

D. Amendment to Agreement with Anne Sippi Clinic

Departments: Behavioral Health

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

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

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-084

E. Exchange Agreement between ParcelQuest and the Mono County Assessor

Departments: Assessor

Proposed contract with ParcelQuest pertaining to Payment for Data.

Action: Approved and authorized Chair to sign, Exchange Agreement with ParcelQuest.

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-085

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

Departments: Public Works - Road Department

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

Action: Adopted Resolution R24-039, Authorizing the Temporary Closure of County Roads for the Town of Mammoth Lakes Fourth of July Fireworks Celebration.

Kreitz moved; Duggan seconded

Note:

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Vote: 5 Yes, 0 No
R24-039

G. Avigation Easement from Parcel Adjacent to Bryant Field

Departments: Public Works

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

Action: Adopted Resolution R24-040, Authorizing the County Administrative Officer to Accept and Consent to Recordation of an Avigation Easement Deed for Assessor's Parcel Number 008 070 042.

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-040

H. Mono County Systemic Safety Curve Signage Project

Departments: Public Works

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

Action: Adopted Resolution R24-041, Approving Program Supplement Agreement No 00000A493 Under Administering Agency – State Master Agreement No 09-5497S21 for the Mono County Systemic Safety Curve Signage Project, State Project No. HSIPSL 5947(069).

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-041

I. Approval of Updates to Existing County Job Descriptions and Changes to the Allocation List

Departments: County Administrative Office

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

Action: Approval of updates to existing County Job Descriptions and changes

Note:

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

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-042

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

Departments: Human Resources

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

Action: Adopted Resolution R24-043, Amending the Allocation List to Add One Licensed Vocational Nurse and one Epidemiologist in the Health and Human Services Department. 1:19:34

Gardner moved; Salcido seconded

Vote: 3 Yes, 2 No

R24-043

Supervisor Kreitz: No.

Supervisor Duggan: No.

Second Motion: Recall the vote

Salcido moved, Kreitz seconded

Vote: 3 Yes, 2 No

Supervisor Gardner: No

Chair Peters: No

Action: Adopted the second reading of Resolution Amending the Allocation List to Add One Licensed Vocational Nurse.

Salcido moved; Kreitz seconded

Vote: 3 Yes, 2 No

R24-048

Supervisor Kreitz: No.

Supervisor Duggan: No.

Kathy Peterson, Health Human Services Director:

- Clarification on the position and infrastructure.
- Offered to bring item back when they have more information.
- Suggested that the Board approve the LVN (Change the allocation list) today.

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Christine Bouchard, Assistant County Administrative Officer:

- Provided clarity on the resolution that has been brought back (excluding the Epidemiologist).

Break: 10:32 AM

Reconvened: 10:43 AM

First reading: Moved to Item #6a.

Second reading: Moved to Item #7h.

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

Departments: County Administrative Office

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

Action: Approved Resolution R24-044, Approving reclassification of Deanna Tuetken into the position of Fiscal and Administrative Services Officer II, Step A, in the Department of Community Development, and amending the Allocation List to delete one Administrative Services Specialist and add one Fiscal/Administrative Services Officer I/II within that department.

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

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-044

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

Departments: Human Resources

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

Action: Approved the Resolution R24-045, Amending the allocation list to delete one Substance Use Disorder Counselor I/II/III and adding one Behavioral Health Services Coordinator - SUD I/II/II and to add one Clinical Supervisor.

Note:

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

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

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-045

M. Approval of Funding Agreement with Long Valley Fire Protection District

Departments: County Administrative Office

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

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

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-086

N. Monthly Treasury Transaction Report

Departments: Finance

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

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

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-087

O. Quarterly Investment Report

Departments: Finance

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

Action: Approved the Investment Report for the Quarter ending 3/31/2024.

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-088

Note:

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

6. CORRESPONDENCE RECEIVED

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

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

Departments: Community Development

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

Action: None.

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

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

7. REGULAR AGENDA - MORNING

A. Behavioral Health Advisory Board Overview

Departments: Sheriff's Office / Behavioral Health

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

Action: None.

Sheriff Ingrid Braun:

- Presented item.
- Discussed Prop 1.

Robin Roberts, Behavioral Health Advisory Board:

- Discussion on importance of the Behavioral Health Department.

Supervisor Kreitz:

- Discussion on Prop 1.

B. PUBLIC HEARING: County Fees

Departments: Finance

PUBLIC HEARING: 9:00 AM (20 minutes)

Note:

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

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

Action: 1). Conducted Public Hearing; 2). Considered and approved the Resolution R24-046, Adopting new fees and changes in existing fees for specific County permits and other services.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

R24-046

Janet Dutcher, Finance Director:

- Presented item.

Public Hearing Open: 11:04 AM

Supervisor Duggan:

- Requested clarity on the Solid Waste fees.

Paul Roten, Public Works Director:

- Provided paid fees information from last year.

Gerald Frank, Treasure/Tax Collector:

- Clarified the temporary food permits.

Public Hearing Closed: 11:20 AM

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

Departments: Board of Supervisors

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

Action: Adopted Resolution R24-047, Designating the Mono Arts Council as Mono County's authorized local partner for the California Arts Council's State and Local Partnership Program (SLPP) and authorizing the Mono Arts Council to apply for and receive funds from the California Arts Council's SLPP.

Gardner moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-047

Note:

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

Kristin Reese, MAC Executive Director:

- Presented item.

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

Departments: Public Works - Sustainable Recreation

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

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

Duggan moved; Kreitz seconded

Vote: 5 Yes, 0 No

M24-089

Marcella Rose, Sustainable Recreation Coordinator:

- Presented item.

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

Departments: County Administrative Office

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

Action: None.

Sandra Moberly, County Administrative Officer:

- Provided an overview of item.
- Will research and come back with research and additional information.

Supervisor Gardner:

- Provided background and intention moving forward.

Board Consensus:

Supervisor Kreitz:

- Not in support currently.
- Am interested in getting more filtered water stations to refill water bottles.

Supervisor Salcido:

- In favor.

Note:

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Supervisor Duggan:

- In favor.
- Would like to investigate the solutions for recycling.

Chair Peters:

- Has many questions before supporting.

Public Comment:

Chris Bubster, Town of Mammoth:

- In support.

Moved to Closed Session.

F. Biomass Facility Update

Departments: Emergency Management

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

Action: None.

Wendilyn Grasseschi, Wildfire Mitigation Coordinator:

- Presented item.

G. Wildfire Resilience Action Financial Team (WRAFT) Information

Departments: Emergency Management

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

Action: None.

Wendilyn Grasseschi, Wildfire Mitigation Coordinator:

- Presented item.

Moved back to Item #5j.

H. Mono County Jail Facility - Update

Departments: Public Works

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

Action: None.

Paul Roten, Public Works Director:

- Presented item.

Note:

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

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

Departments: County Administrative Office and County Counsel

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

Action: None.

Sandra Moberly, County Administrative Officer:

- Presented item.

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

Departments: County Administrative Office

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

Action: Adopted Resolution R24-049, Authorizing the purchase of the property located at 264 CA 182 Bridgeport, CA 93517, APN: 008-213-011-000

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-049

Tyrone Grandstrand, Housing Opportunities Manager:

- Presented item.

Moved to item #71.

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

Departments: County Administrative Office

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

Action: Item tabled.

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

Departments: Health and Human Services

(Michelle Raust, Health Human Services Deputy Director) - The Health and

Note:

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

Action: Announced Fiscal Impact. Adopted Resolution R24-050, Approving an agreement regarding the terms and conditions of employment of Danyell Lebrun as Health Program Manager-Community Health. Authorized the Board Chair to execute said agreement on behalf of the County.

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

Salcido moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-050

Michelle Raust, Health Human Services Deputy Director:

- Presented item.

Moved to item #9b.

8. **CLOSED SESSION**

Closed Session: 12:32 PM

Reconvened: 1:41PM

No reportable action.

Moved to Item #7f.

A. Closed Session - Labor Negotiations

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

B. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION.

Note:

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Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

C. Closed Session - Existing Litigation

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

9. REGULAR AGENDA - AFTERNOON

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

Departments: Clerk of the Board, Sponsored by Chair Peters

1:00 PM: 30 minutes (10-minute presentation, 20-minute discussion)

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

Action: Item tabled.

B. Water Transfer Criteria to Restore Walker Lake

Departments: Community Development Department

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

Action: None.

Wendy Sugimura, Community Development Director:

- Presented item.

Carlene Henneman, Water Program Director Walker Basin Conservancy:

- Addressed the Board questions.
- Discussion on the Pilot Storage Program.

Public Comment:

Marcus Bunn:

- Discussion on the difficulty of transferring surface water rights.
- Discussion on the irrigation on agricultural parcels.

Moved to Adjournment.

10. BOARD MEMBER REPORTS

Note:

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Supervisor Duggan:

- 4/17 & 18-CSAC Legislative Conference
- I attended the 2024 CSAC Legislative Conference in Sacramento with my colleagues Supervisors Kreitz, Salcido, and Chair Peters. CAO Moberly and I met with staff from Sen. Alvarado-Gil's office to discuss County priorities and projects that could benefit from the Senator's support. Later that afternoon we all met with CALOES in a noticed special meeting to offer thanks for their response to our continuing county disasters and make new contacts for the future. Regarding the conference content, we had several sessions highlighting legislative priorities and State bills of concern to the wellbeing and operations of county government.
- 4/19 - RCRC Roads and Transportation Ad Hoc Committee
- Following the CSAC Board meeting on Friday morning, I met with RCRC Ad Hoc Committee on Roads and Transportation. We had an informative presentation regarding SB1 funding alternatives.
- 4/25-TVGMD - I attended the monthly meeting for TVGMD. Matt Doonan was reappointed to the board to fill out the open board seat until the term ends in November. The Board has submitted an operational budget request to the County and is working to update their website.
- 4/26-27 - RCRC/Rural Advancement Institute - I participated in an educational tour "Behind the Scenes of the Recreational Economy" sponsored by Sen. Marie Alvarado-Gil. Highlights of the trip were a visit to Mariposa Grove to see forest restoration efforts in Yosemite, the Mariposa Creek Project that brings together recreation, transportation hub, community art and affordable housing in an inspiring demonstration and benefit for the town of Mariposa.
- I participated as the County delegate in the LAFCO meeting this spring. Tom Cage will continue as Chair and there are notices out for open seats on the board.
- 5/2 - GBUAPCD - I participated with Supervisor Salcido in the bimonthly meeting. Noted were the effects of last winter's storms on both Mono Lake and Owens Lake. Negotiations continue with LADWP on various lawsuits and there was recognition for retiring employee Dr. Grace Holder, who was so instrumental in oversight of the Keeler Dunes Restoration and Dust Mitigation Project.
- 5/8-10 - NACo - WIR Annual Meeting - I participated in the WIR Conference in Mariposa County along with 2nd Vice President Peters and Supervisor Kreitz. The Energy, Environment and Land Use Steering Committee participated in tours that showed how California mountain areas deal with wildfire resilience, plus many seminars and focus groups on recreation and economic opportunities.
- 5/13 - LTC - I participated in the Local Transportation Commission meeting with Commissioners Peters and Chair Kreitz. No opening date projected for 120W at this time, facilities assessment and repairs are the main concerns. ESTA has approval from CARB to purchase a new diesel bus and will continue to rehabilitate existing vehicles in the meantime. We approved the OWP for the next year and will continue to work closely with CalTrans to garner support for the completion of the 395 project in Southern Inyo/Kern area.

Supervisor Gardner:

- On Thursday April 18 I participated in a hearing of the Lahontan Water Board regarding designation of Tribal Beneficial Uses for the Kutzadika Tribe around Mono Lake. There was substantial support for this action from various participants at the hearing.
- Also, on Thursday the 18th I attended a meeting of several Mono Basin partners at the Mono Basin Scenic Visitors Center to discuss plans for recreation-related activities this summer. The USFS has limited staff but plans to operate the Visitor Center six days a week and will use volunteers to help fill needs.
- Also, on the 18th I participated in a meeting of the Wildfire Resilience Action Funding

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Team (WRAFT). As discussed today, this group is working on ways to fund major fuels treatment projects in the Eastern Sierra.

- Finally, on the 18th I attended a meeting of the June Lake Chamber of Commerce. We discussed their continued interest in pursuing a TBID proposal for the June Lake area, and several other projects.
- On April 19 I participated in a call with Yosemite National Park staff and members of the Lee Vining Chamber of Commerce to discuss Park efforts this year to open the Tioga Road. Updates from Caltrans and our County Public Works staff were also provided. Yosemite staff provide weekly status reports every Friday which are passed on to various contacts in Lee Vining and other areas. No date for opening the Tioga Road has been set yet.
- On April 30 I participated in a meeting with SCE staff and June Lake community members about SCE's Rush Creek Recommissioning Project. There will be many more opportunities for public participation about this project, which will continue for several years.
- On May 3 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics included the status of their efforts to obtain Federal Recognition and updates on other Tribal projects.
- Also, on the 3rd I chaired a special meeting of the Mono County First 5 Commission to approve additional funding made available to the County for First 5 programs.
- That evening on May 3 I attended an Appreciation Dinner in Mammoth for Childcare Providers in Mono County. This was a great opportunity to say thank you to the many special people in our communities who take care of our children every day.
- On Monday May 6 I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included updates about the Cal Jobs First Program planning workshop and related upcoming events, as well as updates from each of the partners.
- Also, on Monday the 6th I participated in a meeting of the Mono Basin Housing Working Group. The Group is planning two community meetings to talk about housing issues in May, on the 22nd in Lee Vining, and on the 28th in June Lake.

Chair Peters:

- No report.

Supervisor Kreitz:

- No report.

Supervisor Salcido:

- April 18, CSAC Legislative session in Sacramento. Updates and information on each of the key areas within CSAC, opportunities to work with the legislative analysts from each sector and prepare for the now published CA budget cuts.
- April 24, ESCOG. Regular meeting to approve the final budget, program updates and approval of two contracts to assist with administrative work, including grant writing and oversight.
- April 25-26, Sierra Jobs First, Truckee, CA. Two day working session towards a final strategic plan, review and understanding of next steps and working besides other Counties in our region to identify common projects, challenges, and strengths. Good energy, interest, and participation. Next steps include SBC coming around to update each Board of Supervisors and Community meetings in each county.
- May 2, GBUACD, Bridgeport. Final budget approval, work plan review, update on ongoing litigation with LADWP, and a recognition of Grace Holder for her years of hard work and advocacy.
- May 3. Town County Liaison Committee, set agenda for the Town/County joint

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meeting to be held later this month.

- May 6. ESSRP. Lively meeting with multiple partners such as LADWP, NPS, Inyo USFS, BLM, HT USFS, ESCOG, Inyo County, Town of Mammoth Lakes, Mono County, Town of Bishop, White Bark, Caltrans, and more, reporting on activities and initiatives in our region.
- May 8. Pioneer Home Care Board, regular quarterly meeting to review service, financials, and service plans.
- May 9, Sierra Jobs First Community Outreach, Bridgeport. Six community members, including the Bridgeport Fire Chief, attended this meeting, pizza was served, and a lively conversation occurred around ideas and the challenges of job development in the Bridgeport area. This meeting was facilitated by Erica Harvey and Magnolia Bara from SBC, along with Elaine Kabala from ESCOG and Jeff Simpson, Business Development and Tourism Director, Mono County.
- May 11 attended the Mono County Sustainability Fair at Mammoth Library.
- May 13, ESWST. Discussed funding opportunities, the CalTrans project at Sonora Junction, northern Mono County, using two large pipes to assist wildlife in crossing HWY 395, and holding a workshop on the crossing at Mammoth Airport to review design and next steps for the southern project.

ADJOURNED AT 4:09 PM.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

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

Note:

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

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

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

**Regular Meeting
May 21, 2024**

**Backup Recording
Minute Orders
Resolutions-
Ordinance**

**Zoom
M24-090 – M24-096
R24-051 - R24-055
ORD24-005 Used**

9:00 AM Meeting called to order by Chair Peters.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Salcido.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on the Bridgeport Post Office and the visit from Congressman Kiley and Senator Alvarado-Gil.

Note:

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- Discussion on Mule Days Celebration.
- Congressman Kiley recognized Stacey Simon and there is a video that will be provided.
- Working with SCE to bring an update to the Board

4. DEPARTMENT/COMMISSION REPORTS

Wendy Sugimura, Community Development Director:

- Update on the California Land and Transportation Commission approved \$38.3 million dollars in funding.
- Rush Creek staff working group update on the licensing process.

Emily Janoff, Epidemiologist and Tom Boo, Public Health Officer:

- Provided an update on community health assessment and improvement plan process.

Supervisor Salcido:

- Community Wellness survey questions.

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the 2024, April regular meetings.

Action: Approved the Board minutes from the April 2, 2024, regular meeting. Approve the Board minutes from the April 9, 2024, regular meeting. Approved the Board minutes from the April 16, 2024, regular meeting.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-090

B. Consolidation of Elections - Municipal

Departments: Elections

The Mammoth Lakes Town Council has requested that the General Municipal Election be consolidated with the Statewide General Election, and that the Mono County Elections Division conduct the election and canvass the returns.

Action: Adopted Resolution R24-091, Consolidating the General Municipal Election with the Statewide General Election on November 5, 2024, and directing the Mono County Elections Division to conduct the election and canvass the returns.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

Note:

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

R24-051

C. Appointment to the Mono County Assessment Appeals Board

Departments: Clerk of the Assessment Appeals Board

Appointment of one regular member to the Mono County Assessment Appeals Board (AAB).

Action: Appointed Jarrett Patrick as a regular member of the Mono County Assessment Appeals Board, for a term which ends September 1, 2024.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-091

D. 2021-2026 System Improvement Plan for Mono County's Health Human Services Social Services Employment and Eligibility Division, CalWORKs program

Departments: Health and Human Services

Pursuant to SB 89, Mono County Department of Health and Human Services, Social Services Employment and Eligibility Division has established a continuous quality improvement and review process for its CalWORKs program, in alignment with CalWORKs Outcomes and Accountability Review. The Department seeks approval of its 2021 - 2026 System Improvement Plan.

Action: Approved the Eligibility Division's 2021 2026 System Improvement Plan and authorized the Chair to sign on behalf of the Board of Supervisors.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-092

E. American Red Cross Memorandum of Understanding

Departments: Health and Human Services

Memorandum of Understanding (MOU) between the American Red Cross and Mono County to define a working relationship in preparing for, responding to, and recovering from disasters. This MOU provides the framework for cooperation and support between the Red Cross and Mono County in assisting individuals, families and communities who have been or could be impacted by disaster or an emergency.

Action: Approved County entry into proposed Memorandum of Understanding (MOU) for the period July 30, 2024, through July 30, 2029, and authorized the Chair of the Board of Supervisors to execute said MOU on behalf of the County.

Note:

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

Duggan moved; Salcido seconded
Vote: 5 Yes, 0 No
M24-093

F. Memorandum of Understanding (MOU) regarding Behavioral Health Programs, Activities and Crisis Response at School Sites

Departments: Behavioral Health

Proposed MOU with various school sites throughout Mono County which are operated by Mammoth Unified School District, Eastern Sierra Unified School District, and the Mono County Office of Education, pertaining to behavioral health services.

Action: Approved, and authorized Behavioral Health Director to sign, contract with Mammoth Unified School District, Eastern Sierra Unified School District, and the Mono County Office of Education for behavioral health services for the period of January 1, 2024, through December 31, 2025.

Duggan moved; Salcido seconded
Vote: 5 Yes, 0 No
M24-094

G. FY23/24 Regional Surface Transportation Program (RSTP) Road Funding Agreement

Departments: Public Works - Road Department

Approval of annual funding through the Regional Surface Transportation Program (RSTP) apportionment. This repeating annual agreement authorizes the exchange of federal highway funds for state highway funds thereby providing the Road Fund with a more flexible funding source.

Action: Approved and authorized Chair's signature on the FY23/24 Federal Exchange and State Match Agreement for allocation of Federal Surface Transportation Program Funds through the State's Regional Surface Transportation Program

Duggan moved; Salcido seconded
Vote: 5 Yes, 0 No
M24-095

H. Eastside Lane Rehabilitation Project Phase 2 - Program Supplement Agreement

Departments: Public Works

Note:

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

Proposed resolution “A Resolution of the Mono County Board of Supervisors, State of California, Approving Program Supplement Agreement No. F020 Under Administering Agency – State Agreement No. 09-5947F15 for the Eastside Lane Rehabilitation Project Phase 2”.

Action: Adopted Resolution R24-052, Approving Program Supplement Agreement No. F020 Under Administering Agency – State Agreement No. 09-5947F15 for the Eastside Lane Rehabilitation Project Phase 2.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-052

I. Mono County Jail Site Work Bid Package Authorization

Departments: Public Works

Authorization to Bid and Award Project 9646-4 Site Preparation in support of the Bridgeport Jail Project.

Action: 1. Approved the attached bid package and authorized the Public Works Department to advertise the project for bids. Authorized the Public Works Director to execute the contract contained in the attached bid package with the lowest responsible bidder in an amount equal or less than the estimated cost, plus 15 percent contingency, and issue change orders from time to time as necessary. 2. Authorized the Public Works Director to reject all bids if no bid is received that is less than the estimated cost, plus 15 percent contingency.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-096

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 Opposition to the Governor's May Revision Budget Proposal

Letter to Senator Menjivar and Assembly Member Weber regarding the opposition of the Governor's May revision budget proposal to eliminate the entire \$300 million ongoing General Fund Future of Public Health investment, including \$200 million dedicated to local health department workforce and infrastructure. We also express opposition to the elimination of \$52.5 million in Future of Public Health funds in the current fiscal year.

7. REGULAR AGENDA - MORNING

Note:

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A. Inyo National Forest Pre-Seasonal Update

Departments: Board of Supervisors

(Lesley Yen, Forest Supervisor; Todd McDivitt, Deputy Forest Fire Chief; Lance Rosen, Assistant District Fire Management Officer and Chris Small Comb, NOAA/National Weather Service) - Presentation by the Inyo National Forest and Bishop Field Office BLM Leadership teams regarding the 2023 Wildfire Seasonal Review, 2024 Wildfire Seasonal Review, and the Inyo National Forest and Bishop BLM Fire program overview.

Action: None.

Lesley Yen, Forest Supervisor:

- Introduced item.

Lance Rosen, Assistant District Fire Management Officer:

- Presented item.
- Discussed staffing/hiring challenges.

Chris Smallcomb, Meteorologist in Charge NOAA/National Weather Service:

- Presented item.

Break: 10:10 AM

Reconvened: 10:13 AM

B. Mono County Childcare Workshop

Departments: Board of Supervisors

(Stacey Adler, Mono County Superintendent of Schools; Molly DesBaillets, First 5 Mono Executive Director) - Presentation by Stacey Adler, Mono County Superintendent of Schools and Molly DesBaillets, Execute Director of First 5 Mono regarding the Mono County Childcare Update.

Action: None.

Stacey Adler, Mono County Superintendent of Schools:

- Introduced/presented item.

Molly DesBaillets, First 5 Mono Executive Director:

- Presented item.

C. Housing Update

Departments: County Administrative Office

(Tyrone Grandstrand, Housing Opportunities Manager) - Mono County staff will provide an update on the housing work program.

Action: None.

Tyrone Grandstrand, Housing Opportunities Manager:

Note:

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

- Presented item.

D. Terms and Conditions of Employment for Children's Services Manager

Departments: Health and Human Services

(Michelle Raust, Health Human Services Deputy Director) - The Health and Human Services (HHS) Department has selected Leslie Gaunt, ACSW/J.D., as its Children's Services Manager. Ms. Gaunt currently works for the county as a Staff Services Analyst III within the Social Services Division of HHS. This item seeks Board approval of an Agreement regarding the terms and condition of employment for Ms. Gaunt in this new role.

Action: Announced Fiscal Impact. Adopted Resolution R24-053, Approving an agreement regarding the terms and conditions of employment of Leslie Gaunt as Children's Services Manager. Authorize the Board Chair to execute said agreement on behalf of the County.

Fiscal Impact: This item increases spending for the remainder of this fiscal year by \$20,389, of which \$14,301 is salary and \$6,088 is benefits. If this item is approved, the annual cost will be \$176,703, of which \$123,941 is salary and \$52,762 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

Salcido moved; Kreitz seconded

Vote: 5 Yes, 0 No

R24-053

Michelle Raust, Health Human Services Deputy Director:

- Presented item.

E. Terms and Conditions of Employment for Parks and Facilities Superintendent

Departments: Public Works

(Karyn Spears, Public Works Assistant Director) - Proposed resolution approving a contract with Eric Eilts as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Adopted Resolution R24-054, Approving an agreement with Eric Eilts as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of this fiscal year is \$22,728 of which \$16,299 is salary and \$6,429 is benefits. If approved, the annual cost will be \$172,829 of which \$123,941 is salary and \$48,888 is benefits. The fiscal impact of this item is included in the Public Works FY 2023-24 adopted budgets.

Duggan moved; Salcido seconded

Note:

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

Vote: 5 Yes, 0 No
R24-054

Karyn Spears, Public Works Assistant Director:

- Presented item.

F. Terms and Conditions of Employment for Animal Services Manager

Departments: County Administrative Office

(Christine Bouchard, Assistant County Administrative Officer) - Agreement regarding Terms and Conditions of Employment for Brittany Pratt as the Animal Services Manager, an at-will position, at Range 111, Step A.

Action: Announced fiscal impact. Adopted Resolution R24-055, Approving an agreement regarding the terms and conditions of employment for Brittany Pratt as Animal Services Manager for Mono County, an at-will position, at Range 111, Step A.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$11,600, of which \$7,964 is salary and \$3,636 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$128,294, of which \$88,082 is salary and \$40,212 is benefits. This is included in the Department's FY 2023/24 adopted budget.

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-055

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 11:27 AM

Reconvened: 12:22 PM

No reportable action.

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

Note:

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Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Exposure to Litigation

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

C. Closed Session - Existing Litigation

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

D. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono, et al v. Liberty Utilities, LLC, et al.*, Case No: 2:21-cv-00834-DAD-KJN, U.S. District Court for the Eastern District of California.

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- Highlights shared from the RCRC meeting:
1. https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2024/May_17_2024/RCRC_BOD_Highlights_May_17_2024_FINAL.pdf
 2. https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2024/May_17_2024/GSFA_BOD_Highlights_May_17_2024_FINAL.pdf
 3. https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2024/May_17_2024/GSCA_BOD_Highlights_May_17_2024_FINAL.pdf

Supervisor Gardner:

- No report.

Chair Peters:

- Update on the Bridgeport Banner Project.

Supervisor Kreitz:

- No report.

Supervisor Salcido:

- April 18, CSAC Legislative session in Sacramento. Updates and information on each of the key areas within CSAC, opportunities to work with the legislative analysts from each sector and prepare for the now published CA budget cuts.

Note:

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- April 24, ESCOG. Regular meeting to approve the final budget, program updates and approval of two contracts to assist with administrative work, including grant writing and oversight.
- April 25-26, Sierra Jobs First, Truckee, CA. Two day working session towards a final strategic plan, review and understanding of next steps and working besides other Counties in our region to identify common projects, challenges, and strengths. Good energy, interest, and participation. Next steps include SBC coming around to update each Board of Supervisors and Community meetings in each county.
- May 2, GBUACD, Bridgeport. Final budget approval, work plan review, update on ongoing litigation with LADWP, and a recognition of Grace Holder for her years of hard work and advocacy.
- May 3. Town County Liaison Committee, set agenda for the Town/County joint meeting to be held later this month.
- May 6. ESSRP. Lively meeting with multiple partners such as LADWP, NPS, Inyo USFS, BLM, HT USFS, ESCOG, Inyo County, Town of Mammoth Lakes, Mono County, Town of Bishop, White Bark, Caltrans, and more, reporting on activities and initiatives in our region.
- May 8. Pioneer Home Care Board, regular quarterly meeting to review service, financials, and service plans.
- May 9, Sierra Jobs First Community Outreach, Bridgeport. Six community members, including the Bridgeport Fire Chief, attended this meeting, pizza was served, and a lively conversation occurred around ideas and the challenges of job development in the Bridgeport area. This meeting was facilitated by Erica Harvey and Magnolia Bara from SBC, along with Elaine Kabala from ESCOG and Jeff Simpson, Business Development and Tourism Director, Mono County.
- On May 11 I attended the Mono County Sustainability Fair at Mammoth Library.
- May 13, ESWST. Discussed funding opportunities, the CalTrans project at Sonora Junction, northern Mono County, using two large pipes to assist wildlife in crossing HWY 395, and holding a workshop on the crossing at Mammoth Airport to review design and next steps for the southern project.

Moved to Closed Session.

ADJOURNED AT 12:24 PM.

ATTEST

JOHN PETERS
CHAIR OF THE BOARD

DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD

Note:

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

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

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

**Regular Meeting
June 4, 2024**

TRIBAL LAND ACKNOWLEDGMENT

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

Backup Recording

Minute Orders

Resolutions-

Ordinance

Zoom

M24-097 – M24-105

R24-056 - R24-059

ORD24-005 Used

9:00 AM Meeting called to order by Chair Peters.

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

Supervisors Absent: Salcido.

The Mono County Board of Supervisors stream most of their meetings live on the internet and archives them afterward. To search for a meeting from June 2, 2015,

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forward, please go to the following link: <http://www.monocounty.ca.gov/meetings>

Pledge of Allegiance led by Undersheriff Clint Dohmen.

Chair Peters:

- Announced the adjournment of this meeting in Memory of Gary Cummings.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

2. RECOGNITIONS

A. Coleville High School Girls Softball State Championship Recognition

Departments: Board of Supervisors

(Chair Peters) - A proclamation of the Mono County Board of Supervisors recognizing the Coleville High School Girls Softball team winning the Nevada Interscholastic Activities Association (NIAA) State Championship.

Action: Adopted proclamation, recognizing the Coleville High School Girls Softball team winning the NIAA State Championship.

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-097

Chair Peters:

- Presented item.

B. Proclamation Designating June 2024 as Pride Month

Departments: Behavioral Health

(Robin Roberts, Behavioral Health Director) - June is national Pride Month. This proclamation recognizes that Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer and/or Questioning, Intersex, Asexual Plus community members enrich our community, and raises awareness about the systemic discrimination experienced by the Two-Spirit, Lesbian, Gay, Bisexual, Transgender, Queer, Intersex, Asexual Plus community.

Note:

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Action: Adopted proclamation designating June 2024 as Pride Month, receive report on activities planned to recognize Pride Month.

Kreitz moved; Duggan seconded

Vote: 4 Yes, 0 No, 1 absent

M24-098

Robin Roberts, Behavioral Health Director:

- Presented item.

C. Proclamation Designating June 2024 as Elder Abuse Awareness Month

Departments: Health and Human Services

(Krista Cooper, Adult Services Manager) - Every year an estimated 5 million, or 1 in 10 older Americans are victims of elder abuse, neglect, or exploitation. In designating June 2024 as Elder Abuse Awareness Month, Mono County joins the national movement to educate on the topic of elder abuse awareness and discuss how to recognize and report elder abuse.

Action: Adopted proclamation designating June 2024 as Elder Abuse Awareness Month, receive report on activities planned to recognize Elder Abuse Awareness Month.

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-099

Chair Peters:

- Presented item.

Krista Cooper, Adult Services Manager:

- Discussed the activities and handouts that are being shared during June to reduce isolation for Seniors.

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Governance training next week on 6/11 and 6/12.
- WRAFT MOU item that is on agenda for today will be postponing it until June 18.
- Recognized two Probation employees for their due diligence assisting a vehicle on the highway with the undercarriage on fire.

Note:

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Chair Peters:

- Item #7e. – item to be heard at a later date.

4. DEPARTMENT/COMMISSION REPORTS

Robin Roberts, Behavioral Health Director:

- Update on the PRIDE event.
- Amanda Greenburg: Update on Sawyer Project.

Brittany Pratt, Animal Services Manager:

- Introduced herself to the Board.

Chris Mokracek, Emergency Management Director:

- Provided background and hiring of Brittany Pratt.

Kim Bunn, Assistant Finance Director:

- Update on the status insufficient ERAF backfill.

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. Letter - Congressman Kiley

Departments: Clerk of the Board

Thank you letter to Congressman Kiley from Chair Peters regarding the recognition of Dick Burbine, review of the California Radio Interoperable System (CRIS) Program, and the assistance with the reopening of the Bridgeport Post Office.

Action: Approved Chair Peters to sign thank you letter.

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-100

B. Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) Biennial Application

Departments: Behavioral Health

Grant application to the Department of Health Care services for the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG).

Note:

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

Action: Approved and authorized Behavioral Health Director to sign the Substance Use Prevention, Treatment, and Recovery Services Block Grant (SUBG) Biennial Funding Allocation & Application Instructions for State Fiscal Years 2024-2025 and 2025-2026 in substantively the same form from the Department of Health Care Services for the period of July 1, 2024, through June 30, 2026, and a not-to-exceed amount of \$844,314.

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-101

C. Budget Adjustment for Sheriff's Office to Purchase Body Worn Cameras with Grant Award

Departments: Sheriff's Office

This is a budget adjustment for a grant award increase from the US Department of Justice of \$56,000. At Mid-Year Budget, the Board of Supervisors approved acceptance of the Body Worn Camera Grant in the amount of \$18,000. Subsequent to Mid-Year, the Sheriff's Office was awarded an additional \$54,000, bringing the total grant amount to \$72,000.

Action: Approved budget adjustment for FY 2023-24 as requested (4/5 vote required)

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-102

D. List of Projects for Fiscal Year 2024-2025 Funded by SB1 Fund

Departments: Public Works

Proposed "Resolution of the Mono County Board of Supervisors Adopting a List of Projects for Fiscal Year 2024-2025 Funded by SB 1: The Road Repair and Accountability Act of 2017"

Action: Adopted Resolution R24-056, Adopting a List of Projects for Fiscal Year 2024-2025 Funded by SB 1: The Road Repair and Accountability Act of 201.

Note:

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

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

R24-056

E. Budget Adjustment for Mono County Recreation Division to Purchase Trail Counters

Departments: Public Works - Recreation

The Recreation division is in need of data collection equipment, which is a valid Local Transportation Committee (LTC) expenditure. There is an excess of LTC funds available that needs to be drawn down before June 30, 2024. The Recreation budget remaining for FY 23/24 currently does not have enough funds to cover the cost of the data collection equipment; this item is to ask the Board to approve the ATR that would put enough money into the Recreation Minor Equipment account that could then be used to complete the purchase.

Action: Approved budget adjustment for FY 2023-24 as requested, (4/5 vote required).

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M24-103

F. Approval of Updates to Existing County Job Descriptions and Changes to the Allocation List

Departments: Human Resources

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

Action: Approved Resolution R24-057 and updates to existing County Job Descriptions and changes to the Allocation List; Board of Supervisors directed the County Administrative Officer or designee to approve future updates to existing County Job Descriptions.

Duggan moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

Note:

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

R24-057

G. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2024.

Action: Approved the Treasury Transaction Report for the month ending 4/30/2024.

Duggan moved; Gardner seconded

Vote: 5 Yes, 0 No

M24-104

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. Resolution Accepting Donation of Property in Walker, CA

Departments: County Counsel

(Christopher Beck, County Counsel) - Proposed Resolution of the Board of Supervisors of the County of Mono Authorizing the Receipt by Donation of Real Property on Eastside Lane in Walker California, identified as APN:002-460-056 and 002-460-055; Finding that the Acceptance is Exempt from Review Under the California Environmental Quality Act; and taking related actions.

Action: Adopted Resolution R24-058, Authorizing the Receipt by Donation of Real Property on Eastside Lane in Walker California, identified as APN:002-460-056 and 002-460-055; Finding that the Acceptance is Exempt from Review Under the California Environmental Quality Act.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No

R24-058

Christopher Beck, County Counsel:

Note:

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

- Presented item.

Karen Johnston, Land Donor:

- Expressed her gratitude for the consideration of her donation.

B. Workshop on Broadband Prioritization in Mono County

Departments: Clerk of the Board, Sponsored by Chair Peters

(Scott Armstrong, Regional Broadband Coordinator) - Workshop and presentation from Scott Armstrong, Regional Broadband Coordinator, on broadband project area prioritization.

Action: None.

Scott Armstrong, Regional Broadband Coordinator:

- Presented item.

Break: 10:21 AM

Reconvened: 10:31 AM

C. Southern California Edison (SCE) to update the Mono County Board of Supervisors on SCE's Wildfire Mitigation Plan (WMP) activities including Public Safety Power Shutoffs (PSPS) and Federal Energy Regulatory Commission (FERC) hydroelectric project relicensing (Rush Creek, Lee Vining, Lundy)

Departments: County Counsel

(Matthew Paroulo, Southern California Edison) - Southern California Edison (SCE) to update the Mono County Board of Supervisors on SCE's Wildfire Mitigation Plan (WMP) activities including Public Safety Power Shutoffs (PSPS) and Federal Energy Regulatory Commission (FERC) hydroelectric project relicensing (Rush Creek, Lee Vining, Lundy)

Action: None.

Christopher Beck, County Counsel:

- Introduced item.

Matthew Paroulo, Southern California Edison Government Relations Manager

Note:

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

Local Public Affairs - NW Region:

- Presented item.

Matthew Woodhall, Southern California Edison Generation-Regulatory Support Services:

- Presented items.

Public Comment:

John Ljung, resident:

- Discussion on previous fire and damage that SCE caused.

Wendy Sugimura, Community Development Director:

- Discussion on challenges and concerns of project.

Supervisor Kreitz left after this item.

D. Mono County Jail Facility - Update

Departments: Public Works

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

Paul Roten, Public Works Director:

- Presented item.

E. Proposition 68 Deed Restrictions

Departments: Public Works

(Paul Roten, Public Works Director) - Deed restrictions for the Walker and Bridgeport Parks are necessary for receipt of Proposition 68 Per Capita Grant funds approved by the Board on January 21, 2020. This item requests signatures on two 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.

Action: None. Item tabled.

F. Recreation Overall Work Plan Fiscal Year 2024-25

Departments: Public Works - Recreation

Note:

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

(Marcella Rose, Sustainable Recreation Coordinator) - Presentation by Marcella Rose, Sustainable Recreation Coordinator for Mono County Recreation, regarding the Overall Work Plan for Fiscal Year (FY) 2024-25.

Action: Approved the Overall Work Plan for the Recreation Division for FY 2024-25, as presented.

Duggan moved; Gardner seconded

Vote: 3 Yes, 0 No, 2 absent

M24-105

Marcella Rose, Sustainable Recreation Coordinator:

- Presented item.

G. Agreement Regarding Terms and Conditions of Employment for Assistant County Counsel

Departments: County Counsel

(Christopher Beck, County Counsel) - Proposed resolution approving the terms and conditions of employment of Emily R. Fox as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment.

Action: Announced Fiscal Impact. Approved Resolution R24-059, Approving the terms and conditions of employment with Emily R. Fox as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$14,212, of which \$10,732 is salary and \$3,481 is benefits. The total cost of salary and benefits for an entire fiscal year is \$199,520, of which \$150,654 is salary and \$48,865 is benefits. This is included in the Department's FY 2023-24 adopted budget and FY 2024-25 requested budget.

Gardner moved; Duggan seconded

Vote: 3 Yes, 0 No, 2 absent

R24-059

Christopher Beck, County Counsel:

- Presented item.

Note:

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

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 12:17 PM

Reconvened: PM 12:46 PM

No reportable action.

Moved to Adjournment.

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.

B. Closed Session - Exposure to Litigation

Departments: County Counsel

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

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- 5/21 I participated in Joint County/Town Liaison meeting.
- 5/26 I attended Mule Days Veteran's Reception hosted by Sen. Alvarado-Gil. The event paid tribute to the fallen members of our local native communities.

Note:

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- 5/29 I attended the Tri-Valley Ground Water Authority Meeting. We got the first report from the consultants who are preparing the report for their Groundwater Sustainability Model.
- 5/30 I participated in the RCRC Legislative call that focused on the legislative response to the Governor's Proposed 24-25 Budget. Several Bill of interest are progressing through the legislative review process, and I am working with CAO Moberly on Letters of Support or Opposition that align with our State Legislative Platform.
- Reminder of Wildfire Resilience Week – May 30 – June 8:
 1. Wildfire Mitigation demo Homes at the Long Valley Fire Department 5:30 pm -7:30 pm.
 2. Lunch and Learn Session for Insurance Discussion – June 7 12 – 1 pm.

Supervisor Gardner:

- On May 16 I hosted a community meeting in June Lake with staff from the Inyo National Forest to respond to concerns about the new fee established for the June Lake Beach area. I compiled a list of 22 follow up questions with staff from the Inyo from this meeting, which were responded to in a document sent out to the June Lake community last Friday.
- On June 22 and June 28, the Mono Basin Housing Working Group held community meetings in Lee Vining and June Lake to provide information about housing in those communities. Representatives from the County and Eastern Sierra Community Housing made presentations about ongoing programs and opportunities.
- Last Saturday June 1 I participated in a Trails Cleanup Day event as part of the National Trails Day program. We removed boulders from a section of the Rush Creek Trail above Silver Lake in the June Lake Loop.
- Yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included updates about the Cal Jobs First Program, the California State Budget, the upcoming Sierra Nevada Conservancy Board meeting in Inyo County, as well as updates from each of the partners.

Chair Peters:

- Attended the Mule Days Community Leaders Luncheon.
- Hosted a walking tour with Congressman Kiley and staff, toured Bridgeport.
- Honored the oldest veteran in Bridgeport, Dick Burbine with Congressman Kiley.
- Attended the 4th of July coordination meeting.
- Discussion on the new food truck in Bridgeport.
- Attended the first meeting of the CSAC insurance crisis working group.

Supervisor Kreitz:

- No report.

Supervisor Salcido:

- Absent, no report.

Moved to Closed Session.

Note:

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

ADJOURNED IN MEMORY OF GARY CUMMINGS AT 12:47 PM.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

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

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



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

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

**Regular Meeting
June 11, 2024**

TRIBAL LAND ACKNOWLEDGMENT

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

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M24-106 - M24-109

R24-060 - R24-065

ORD24-005 Used

9:00 AM Meeting called to Order by Chair Peters.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note:

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

- No one spoke.

2. RECOGNITIONS

A. Recognition of Economic Development Director Jeff Simpson

Departments: Board of Supervisors

Proposed proclamation in appreciation and recognition of Economic Development Director Jeff Simpson.

Action: Adopted proclamation in appreciation and recognition of Economic Development Director Jeff Simpson.

Chair Peters moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-106

Chair Peters:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Reminder of the Governance training this afternoon and tomorrow: June 12, 2024, in the Bridgeport Memorial Hall.
- Update on Friday, June 7, 2024, closure of County Offices.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Update on Jail Project.
- Update on Bids for Eastside Lane and Edgeline Striping Projects.
- Update on 2023 snow blower purchase.

Kim Bunn, Assistant Finance Director:

- The Auditor's Office is hosting a fiscal summer camp for department heads and fiscal staff on June 26 and 27, 2024 in June Lake. Guest speaker, John Hall, CPA will a 3-hour interactive presentation on internal controls and fraud risk.

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. Off-Highway Vehicle Grant Resolution Fiscal Year 2024-25

Departments: Sheriff

Note:

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

Fiscal Year 2024-25 California State Parks Off-Highway Vehicle (OHV) Grant Program

Action: Approved Resolution R24-060, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Off-Highway Vehicle Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the California State Parks Off-Highway Vehicle Grant Program for Fiscal Year 2024-25. The Off-Highway Vehicle Grant will not exceed \$125,000.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-060

B. Approve Transfer of Animal Services Division to Sheriff's Office

Departments: County Administrative Office

Approve transfer of the Animal Services Division to the Sheriff's Office

Action: Adopted Resolution R24-061, Approving the transfer of the Animal Services Division to the Sheriff's Office.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-061

C. Caporusso Communications Contract Renewal

Departments: County Administrative Office

Proposed contract with Caporusso Communications pertaining to communications and public relations services.

Action: Approved and authorized CAO to sign contract with Caporusso Communications for the provision of communications and public relations services for the period July 1, 2024, through June 30, 2025, and a not to exceed amount of \$105,000.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-107

D. Contract with The Ferguson Group, LLC (TFG)

Departments: County Administrative Office

Proposed contract with The Ferguson Group, LLC (TFG) pertaining to

Note:

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

Federal Advocacy, Consulting, and Grant Services for a period of July 1, 2024, to June 30, 2025, and a not to exceed amount of \$101,000.

Action: Approved and authorized the County Administrative Officer to enter into an agreement with the Ferguson Group in the amount not-to-exceed \$101,000.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-108

E. Budget Adjustment for Building Division to Increase Contract Services with Revenues Received above Budget

Departments: Community Development, Building Division

This budget adjustment is a request for a \$30,000 appropriation increase to the Building Division budget for contract plan check and inspection services offset by Building fees that have already been received above budget.

Action: Approved budget adjustment for FY 2023-24 as requested. (4/5 vote required).

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-109

6. CORRESPONDENCE RECEIVED

The Board acknowledged receipt of the correspondence.

A. Letter of Support

Letter regarding Mono County's support for Round 6 of the Homeless Housing, Assistance and Prevention (HHAP) program in the Joint Legislative Budget Plan for the 2024-25 state budget.

B. Letters - Senate Bill (SB) 156

Letters sent to Assemblymember Jim Patterson and Senator Alvarado-Gil regarding the importance of Senate Bill (SB) 156 to ensure quality broadband for rural residents and businesses.

7. REGULAR AGENDA - MORNING

Note:

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

A. PUBLIC HEARING: Closeout of a Community Development California Development Block Grant Study of Special District Capacities

Departments: Community Development

PUBLIC HEARING: 9:00 AM (20 minutes)

(Wendy Sugimura, Community Development Director) - Public hearing regarding final deliverables for the California Development Block Grant (CDBG) Technical Assistance funding to study the capacities of special districts to support housing development and increased density.

Action: Conducted public hearing and received public input. Reviewed grant deliverables, made any desired edits, and adopted the resolution accepting the final deliverables and deeming the project complete.

Gardner moved; Duggan seconded

Vote: 5 Yes, 0 No

R24-062

Wendy Sugimura, Community Development Director:

- Presented item.

Open Public Hearing: 10:22 AM

Closed Public Hearing: 10:49 AM

Break: 10:50 AM

Reconvened: 11:00 AM

Moved to item #7b.

B. 2023 Winter Storms After Action Report

Departments: Emergency Management

(Chris Mokracek, Emergency Management Director) - Presentation by Chris Mokracek regarding the Mono County 2023 Winter Storms After Action Report.

Chris Mokracek, Emergency Management Director

- Presented item.

Action: None.

C. California Radio Interoperable System (CRIS) Update

Departments: Information Technology

Note:

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

(Mike Martinez, Information Technology Director) - Provide update on the California Interoperable Radio System (CRIS) project.

Mike Martinez, Information Technology Director:

- Presented item.

Action: None.

D. Reclassification for District Attorney's Office

Departments: Human Resources

(Christine Bouchard, Assistant County Administrative Officer) - Reclassification of Elizabeth Pelichowski into the position of Management Analyst, Step A, and amending the position allocation list removing one Administrative Services Specialist and adding one Management Analyst to the District Attorney's office. Proposed resolution approving a contract with Elizabeth Pelichowski as Management Analyst to the District Attorney's office, and prescribing the compensation, appointment, and conditions of said employment

Action: 1. Approved the reclassification of Elizabeth Pelichowski into the position of Management Analyst, Step A. 2. Adopted Resolution R24-063, amending the position allocation list removing one Administrative Services Specialist and adding one Management Analyst to the District Attorney's office. 3. Announced fiscal impact. Adopted Resolution R24-064, Approving a contract with Elizabeth Pelichowski as Management Analyst, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The total cost for the Management Analyst position is \$137,231, of which \$107,065 is salary and \$30,166 is benefits. The cost for the remainder of the year is \$14,775, of which \$7,627 is salary and \$7,149 is benefits. The positions are funded by the General Fund.

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-063

Kreitz moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-064

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.

Note:

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

E. Resolution Amending the Allocation List for Health and Human Services Department

Departments: Human Resources

(Christine Bouchard, Assistant County Administrative Officer) - Resolution Amending the Allocation List for Health and Human Services Department adding one temporary Intern.

Action: Adopted Resolution R24-065, Amending the Allocation List for Health and Human Services Department adding one temporary Intern.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-065

Christine Bouchard, Assistant County Administrative Officer:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 12:15 PM

Reconvened: 1:00 PM

No reportable action.

Moved to Adjournment.

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.

B. Closed Session - Exposure to Litigation

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

Note:

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potential cases: two.

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Supervisor Duggan:

- 6/5 – I attended the Wildfire Mitigation presentation and demonstration at the Lony Valley Fire Department. The presentation offered guidance on how to form a Firewise Community and showed homes that deployed defensible space tactics. More presentations are coming throughout the county and schedules will be available on the county website and through social media channels.
- 6/10 – I participated in the Local Transportation Commission Special meeting on Monday with Supervisor Kreitz. We heard from Joe Meyer at Yosemite National Park regarding Tioga Pass opening and there was a discussion about the effectiveness and data collection for this year's version of the reservation system. Free pass through on Hwy 120 for local zip codes will include Bridgeport during the Sonora Pass work closure, which has been pushed to after Labor Day.

Supervisor Gardner:

- Last Wednesday June 5 I participated in the monthly meeting of the June Lake Citizens Advisory Committee meeting. The main topics at that meeting included a review of the Regional Transportation Plan and Trails Plan Update.
- On Thursday June 6 I listened to part of a roundtable discussion hosted by the Little Hoover Commission about the status of home insurance in California. There was a good suggestion to pursue common data sets to encourage better modeling of risk assessments across the state.
- On Friday June 7 I participated in the monthly meeting of the Kutzadika Tribal Council meeting. We heard updates on the status of the Tribe's Federal Recognition legislation and received information about other activities.
- Later, Friday I met with Supervisor Salcido, CAO Moberly and Mammoth Mountain executive staff to discuss the status of their proposed major development project. It was very helpful to learn about their plans and the steps involved in moving them forward. We encouraged the staff to keep the Board informed on a regular basis as the project moves ahead.
- On Saturday June 8 I participated in one of the last activities of Wildfire Resilience Week sponsored by the Whitebark Institute. After a presentation at the Mammoth Library, we rode E-bikes around Mammoth to see various examples of fuels treatment and defensible space approaches.
- Yesterday morning I joined residents and staff from CalFire, plus our Wildfire Coordinator Wendi Grasseschi, in Mono City to hear about how the Firewise Communities program works. These efforts to establish neighborhood defensible space projects and support have great potential in our area. We also toured the Mono City area to assess the condition of homes as a part of the Firewise Community approach.
- Finally, last evening I joined Supervisor Kreitz and a few others for a brief meeting of the Mono Basin Housing Working Group. We discussed the two community housing meetings held in Lee Vining and June Lake in May.

Note:

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Supervisor Kreitz:

- May 22 – Mono County Treasuring Oversight Committee met
- May 28th, 2024 – Mono Basin Housing Working Group – Median home price 1.250MM median home price in Mono County according to CAR affordability index. Mono is the only county that is a single digit. Affordable, attainable, affordable housing – mission of the group. County owned land is recommended to build housing on that's next to the Lee Vining visitor center. They helped a local person building another home on their lot by doing paperwork to get them through the permitting process with the county. Eastern Sierra Community Housing – Patricia and Olya (for now 😊)
- May 30, 2024 – The CSAC Insurance Working group met. The deputy executive director of the Little Hoover Commission participated along with supervisors and CSAC Staff. Later that day, I attended the Eastern Sierra Community Housing Discovery Partnerships Committee meeting. We discussed the possibility of using the PHLA funds and the \$500K DPA funds to seed a "Bridge Program" similar to the one in the Town of Mammoth Lakes. We discussed parcels in Lee Vining for housing development including the ESUSD, LADWP and County owned sites.
- June 3, 2024 – I participated in a meeting with County and Town staff and two state representatives of the USDA RD programs. We specifically were seeking information on funding available for childcare. Their USDA Direct Lending program is currently at 3.5% and a term of 38 years with as little as 3% equity. We also learned about grant funds available for repair and equipment for repair to damages because of the 2023 federally declared natural disaster. The USDA staff are willing to come and do a workshop and recommend that we have some specific projects in mind so that they can target solutions/programs.
- June 3 – The California Coalition for Rural Housing Legislative Committee met. We received a budget update, bonds and two prevailing wage bills.
- June 3, 2024 – Eastern Sierra Community Housing ESCH Board meeting – four of the five temporary certificate of occupancy units at Innsbruck Lodge have moved-in, the ADA unit is being occupied by a person in a wheelchair and will be using the lift daily. I participated in the on-site manager interviews and an offer has been extended. Anticipating the electrical switch gear to arrive between July and October this year, then the certificate of occupancy will be available and allow the rest of the units to be leased-up. The Board approved the annual operating budget with some minor changes. The staff and a board member are meeting with the Town Manager to discuss the renewal of the mutual contract for services. It was noted during the budget discussion that the Town has not increased the contract amount in decades, despite the ever-growing costs of goods and services due to inflation. The budget was balanced using carryover funds from the current fiscal year, which the board noted as not a sustainable way to balance the budget. The Board also discussed the need to make policy for the use of the developer fees being collected on the current development projects. This will be a future agenda item.
- June 4 – I joined ESCH ED Patricia Robertson in Sacramento to be honored as non-profit of the year for Senate District 4.
- June 5 – I attended the Sierra Nevada Conservancy Board meeting in Bishop. There are no additional funds being allocated to the organization in the proposed state 2024/25 budget. Staff is working to resume a state mandatory two day/week in-office of work.
- June 10, 2024 – Mono County LTC –November 2025 completion of the Olancha/Cartago four lane expansion of HWY 395. Redesign in Bridgeport is ongoing with a reveal to the RPAC anticipated at the end of summer. Wildlife

Note:

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crossing around the airport presentation is anticipated from Caltrans this summer to the Board of Supervisors and public comment in the fall. ESTA has submitted a grant for Mammoth Lakes heavy duty buses. If the grant fails, the LTC reserves in the Local Transportation Fund. Should know this summer on the outcome of the federal grant application. ESTA has six new buses for the Reno route. These should serve the route for the next eight years or so. Phil would like to see the next fleet for this route a larger coach.

- June 10 – Eastern Sierra Continuum of Care met. We received updates on the various HHAP rounds of funds.

Chair Peters:

- I attended a US Forest Service cooperators meeting with DC Staff and the topic was the Old Growth Amendment to all the forest plans. Discussion was on an MOU that was developed to allow for local jurisdictions to be cooperating agencies. Mono County does not have any staff that directly deals with that and I don't think it is a Mono County issue. I have talked with the Forest Service District 4 Supervisor, John Stansfield prior to this meeting and asked if he thought it would be helpful for the county to participate. The Inyo is not included in the wildfire cohesive strategy funding yet; but the HT is, so that would be the only topic that, if inhibiting that work, joining an MOU would be strategic. Further discussed the possibility of bringing this back to the board if there is interest in participating.

Supervisor Salcido:

- May 24. Toured Valentine Reserve with Senator Marie Alvarado Gill aide and Stacy Corless. Discussed her support for the Climate Bill currently making its way through the Ca State Legislature.
- May 25. Attended the Bishop Mule Days Celebration Luncheon and the opening ceremonies in the Stadium. Representative Kevin Kiley was in attendance and lunched with him.
- May 26. Attended the Veterans Memorial event in Bishop attended by Senator Marie Alvarado-Gill.
- May 30. Listened in on the meeting between LADWP and County of Inyo regarding water allocations for next year.
- June 1. Toured the Bishop hydrological plant alone with representatives of Edison, Inyo elected representatives and the public. Very informative presentation on the hydrological system throughout the Eastern Sierra.
- June 3. Attended the monthly ESSRP meeting full of information, updates and partner information, such as an update on the Red's Meadow construction this summer, upcoming Towns to Trails meetings and Whitebark work plan.
- June 7. Along with CAO Moberly and Supervisor Gardener, met with MMSA Eric Clark and Ron Cohen to discuss remodel plans, the County's interest in the project and ongoing opportunities for collaboration.
- June 8. Attended the Mono County's office of Education Kidzapalooza at the Community Recreation Center in Mammoth. Great representation from County Departments, Probation, Health and Human Services, Social Services, Public Health, Behavioral Health, District Attorney, and dozens of other community groups. Many families and children attending. Free bicycle helmets too.
- June 10. ESWST. Eastern Sierra Wildlife Sustainability Taskforce. Discussed need to visit local elected boards and give update.

Moved to Closed Session.

Note:

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

ADJOURNED AT 1:00 P.M.

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**SALENA YBARRA
ASSISTANT CLERK OF THE BOARD**



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

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

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

**Regular Meeting
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.

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M24-110 - M24-124

R24-066 - R24-069

ORD24-005 Used

9:01 AM Meeting called to Order by Chair Peters.

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

- No one spoke.

Note:

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on the YARTS free travel pass into Yosemite for Mono County residents.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Update on the Eastside Lane project.

Robin Roberts, Behavior Health Director:

- Discussion on the significant uptick in crisis calls and how to assist a person in crisis.

Chris Mokracek, Emergency Management Director:

- Update on Unified Command meeting.

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.

Action: Adopted Resolution R24-066, 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)

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-066

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

Note:

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

increase to the Elections budget for ballot expenses offset by election fees that have already been received above budget.

Action: Approved budget adjustment for FY 2023-24 as requested. (4/5 vote required)

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-110

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.

Action: Approved budget adjustment for FY 2023-24 as requested. (4/5 vote required).

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-111

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.

Action: Adopted Resolution R24-067, 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 and authorized 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.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-067

Note:

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

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.

Action: Adopted Resolution R24-068, Grants 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.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

R24-068

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.

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

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-112

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-

Note:

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

megawatt biomass power plant in the Mammoth Lakes area.

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

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-113

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.

Action: Approved, and authorized 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.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-114

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.

Action: Approved, and authorized 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.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-115

J. Grant Funding through Mental Health School Services Act

Note:

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

(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.

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

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-116

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.

Action: Approved, and authorized 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.

Duggan moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-117

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.

Note:

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

Action: Approved the letter of support and authorized the Chair to sign.
Duggan moved; Salcido seconded
Vote: 5 Yes, 0 No
M24-118

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

(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.

Action: None.

Steven Frisch, President Sierra Business Council:

- Presented item.

Elaine Kabala, Eastern Sierra Council of Government Executive Director:

- Presented item.

B. The Ferguson Group (TFG) Update

Note:

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

Departments: Board of Supervisors

(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.

Action: None.

Kristi More, Managing Partner of Strategic Development and Grants Services:

- Presented item.

Jeremiah Van Auken, Senior Associate:

- Presented item.

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

Departments: Board of Supervisors

(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.

Action: Authorized 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.

Gardner moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-119

Scott Armstrong, Regional Broadband Coordinator:

- Presented item.

Note:

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

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

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

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

Gardner moved; Salcido seconded

Vote: 5 Yes, 0 No

M24-120

Supervisor Gardner:

- Presented item.

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

(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.

Action: Approved, and authorized 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 delegated 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.

Note:

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

Duggan moved; Gardner seconded
Vote: 5 Yes, 0 No
M24-121

Break: 10:35
Reconvened: 10:45

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

Departments: Behavioral Health

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

Action: Approved Annual Update.
Gardner moved; Kreitz seconded
Vote: 5 Yes, 0 No
M24-122

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

Departments: Economic Development

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

Action: None.

Liz Grans, Mono County Economic Development Manager and Film Commissioner:

- Presented item.

Supervisor Kreitz

- Requested to add LAFCO to the list.

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

Departments: Emergency Management

(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

Note:

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

members to learn more about funding for wildfire resilience and forest health projects.

Action: None.

Wendilyn Grasseschi, Wildfire Mitigation Coordinator:

- Introduced item.

Laura Beasley, Whitebark Institute:

- Presented item.

Janet Hatfield, Whitebark Institute:

- Discussion on work at June Mountain.

Nathan Allen, Inyo National Forest, Mammoth Lakes Ranger District:

- Discussion on the restoration work.

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

Departments: Public Works

(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.

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

Gardner moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-123

Paul Roten, Public Works Director:

- Presented item.

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

Departments: County Counsel, Code Enforcement

(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.

Note:

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

Action: Introduced, read title, and waived further reading of proposed ordinance.

Kreitz moved; Duggan seconded

Vote: 5 Yes, 0 No

M24-124

Christopher Beck, County Counsel:

- Presented item.

Moved to item #10.

8. CLOSED SESSION

No 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

(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.

Action: None.

Wendy Sugimura, Community Development Director and Aaron Washco, Planning Analyst:

- Presented item.

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

Note:

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

Departments: Community Development

(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.

Action: Announced Fiscal Impact. Approved Resolution R24-069, 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.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

R24-069

Wendy Sugimura, Community Development Director:

- Presented item.

Moved to Adjournment

10. BOARD MEMBER REPORTS

Supervisor Duggan:

- No report.

Supervisor Gardner:

- Last Tuesday and Wednesday I joined the rest of the Board and Supervisor Elect Paul McFarland in two days of Governance Training. These sessions were useful in helping us assess our abilities to work together and to plan for future improvements.
- Last Wednesday the 12th I participated with Supervisor Salcido in a meeting in Mammoth to learn about the planning for the Towns to Trails Project. This is an ambitious effort to create a trail from Lake Tahoe all the way through the Eastern Sierra to Ridgecrest. Various maps were provided, showing possible routes for such a trail. Much more planning will occur before this project moves forward.
- Also, last Wednesday I attended the monthly meeting of the Mono Basin RPAC. The main topic at that meeting was a review of the County's Regional Transportation Plan.

Note:

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

- On Thursday the 13th I participated with Supervisor Kreitz in a meeting of the Local Agency Formation Commission. We approved the budget for next year and discussed the completed municipal special district reviews.
- Finally, yesterday I participated with Supervisor Salcido in a special meeting to review the Cal Jobs First strategic plan objectives and tactics. This was an interesting opportunity to focus on the direction of this program that has the potential to provide substantial support for our region's economy

Supervisor Kreitz:

- June 13, 2024 – IMACA Special Board meeting with CSBG staff. The CSBG funding is a federal funding program specifically for Action Agencies. There are 60 action agencies in California that receive an annual allocation. IMACA receives roughly \$300,000 per year to run the non-profit, all of the funds are used for personnel costs. The funding is not in jeopardy.
- Also on June 13, I participated in a call with Eastern Sierra Community Housing and HCD staff on the closing of the HCD funds for Access Apartments.
- Later June 13, I participated in a CCRH financial committee meeting to review new financial reports and an updated FY 24 budgets prior to the CCRH Board meeting on Friday, June 14.
- LAFCO met on June 13th. The Board approved the annual budget, received an update on the MSRs and next steps. There was Board consensus that LAFCO staff could go out to the first five district boards to share the outcomes of the reviews and next steps.
- June 14, 2024, California Coalition for Rural Housing Board meeting, going through updates with staffing and systems under new ED after ED of 40 years retired earlier this year.

Chair Peters:

- 6/13 Attended the Bridgeport RPAC meeting.
- 6/15 Attended the party in the park in Walker.
- 6/17 Attended the Economic Tourism meeting.

Supervisor Salcido:

- June 12. Attended the Towns to Trails meeting to continue the public outreach process in developing this trails system. Maps, more marking up and discussion of next steps.
- June 13. Attended the Ribbon cutting at the Crepes restaurant in Mammoth Lakes.
- June 15. Was at the Mammoth Foundation annual dinner and fundraiser to recognize the scholarship winners for the current year and recognize Betsey Truax for her 6 ½ years of service to this organization. The award winner for this year was Irvin Gonzalez from Bridgeport.
- June 17. Attended the CA Jobs First Sustainable Recreation & Tourism Industry Workshop held virtually to develop strategies to be considered within the continuing process.

Break: 12:12 PM

Reconvened: 12:51 PM

Moved to item #9a.

ADJOURNED AT 2:20 P.M.

Note:

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

ATTEST

**JOHN PETERS
CHAIR OF THE BOARD**

**QUEENIE BARNARD
CLERK OF THE BOARD**



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

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

**Special Meeting
May 16, 2024**

Backup Recording

Zoom

TRIBAL LAND ACKNOWLEDGEMENT

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

9:00 AM Meeting called to order by Chair Peters

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

Supervisors Absent: Duggan.

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

Pledge of Allegiance lead by Supervisor Kreitz

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Note:

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

No one spoke.

2. AGENDA ITEMS

A. Budget Workshop - FY 2024-25 Budget

Departments: County Administrative Office and Finance

(Megan Chapman, Budget Officer and Department Budget teams) -

Budget workshop for fiscal year 2024-2025 will utilize an interactive budget book. To view the budget schedules and other budgetary related information, please visit the following

link: <https://stories.opengov.com/monocountyca/published/WUkPWvjGzw>

Action: None.

Christine Bouchard, Assistant County Administrative Officer:

- Introduced item.

Megan Chapman, Budget Officer:

- Presented item.

Break: 11:05 AM

Reconvened: 11:15 AM

Continued with workshop presentation.

Break: 1:00 PM

Reconvened: 1:06 PM

Moved to workshop wrap-up.

ADJOURNED AT 1:18 PM

ATTEST

JOHN PETERS
CHAIR OF THE BOARD

Note:

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

SALENA YBARRA
ASSISTANT CLERK OF THE BOARD



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

Meeting Location: Bridgeport Memorial Hall, 73 North School St, Bridgeport, CA 93517

**Special Meeting
June 11, 2024**

Backup Recording

PORTABLE RECORDER

1:14 PM Meeting Called to Order by Chair Peters

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Chair Peters

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Workshop on Effective Governance Day 1

Departments: Board of Supervisors

(Babs Kavanaugh and Davis Campbell, BK Consult - Governance Consultants) - Conduct Board Governance Study Session. The purpose of this session is to discuss matters of general Board governance, including

Note:

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

related issues concerning effective leadership and good governance practices, and to review and provide input and direction on the following topics:

- Governance Reflections
- Building the Governance Infrastructure
- Governance Culture
- Self-Assessment Results
- Community Leadership
- Governance Structure and Process

Action: None.

Babs Kavanaugh and Davis Campbell, BK Consult – Governance Consultants:

- Presented item.

Break: 2:57 PM

Reconvened: 3:07 PM

Continued with workshop presentation.

ADJOURNED AT 4:14 PM

ATTEST

JOHN PETERS
CHAIR OF THE BOARD

SALENA YBARRA
ASSISTANT CLERK OF THE BOARD

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Economic Development

TIME REQUIRED

SUBJECT Reappointment - Economic
Development, Tourism and Film
Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Reappointment of Michael Vanderhurst (District 1) to the Mono County Economic Development, Tourism and Film Commission (EDTFC) for a 4-year term ending June 30, 2028.

RECOMMENDED ACTION:

Reappoint Michael Vanderhurst (District 1) to the Mono County Economic Development, Tourism and Film Commission (EDTFC) for a 4-year term ending June 30, 2028.

FISCAL IMPACT:

None.

CONTACT NAME: Liz Grans

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
6/26/2024 4:38 PM	County Counsel	Yes
6/24/2024 3:25 PM	Finance	Yes

6/26/2024 6:24 PM

County Administrative Office

Yes



MONO COUNTY

ECONOMIC DEVELOPMENT DEPARTMENT

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-4634

Liz Grans
Economic Development Manager
Lgrans @mono.ca.gov
760-924-1738

STAFF REPORT

SUBJECT: Mono County Economic Development, Tourism, and Film Commission Reappointment

RECOMMENDATION: The Board considers and reappoints Michael Vanderhurst to a four-year term on the Mono County Economic Development, Tourism, and Film Commission starting July 1, 2024, and ending June 30, 2028.

BACKGROUND: Commissioner Vanderhurst joined the Commission in August 2012 and has been reappointed in 2016 and 2020. Mr. Vanderhurst represents District 1 (Krietz), is currently the Vice Chair of the Commission, and brings invaluable experience, insights, and commitment to the vision, programs, and goals of the Commission.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Community Development

TIME REQUIRED

SUBJECT Bridgeport Valley Regional Planning
Advisory Committee (RPAC)
Appointment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Consider the applications of Kim Murcia and Nick Way for appointment to the Bridgeport Valley Regional Planning Advisory Committee (RPAC).

RECOMMENDED ACTION:

Appoint Kim Murcia and Nick Way to the Bridgeport Valley Regional Planning Advisory Committee.

FISCAL IMPACT:

None.

CONTACT NAME: Rob Makoske

PHONE/EMAIL: 7609241813 / rmakoske@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
KIM MURCIA RPAC APPLICATION REDACTED
NICK WAY RPAC APPLICATION REDACTED

History

Time	Who	Approval
6/25/2024 3:01 PM	County Counsel	Yes

6/24/2024 4:53 PM

Finance

Yes

6/25/2024 9:00 PM

County Administrative Office

Yes

MONO COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

July 9, 2024

TO: Honorable Mono County Board of Supervisors
FROM: Rob Makoske, Community Development, for Supervisor John Peters, District 3 Supervisor
RE: Bridgeport Valley Regional Planning Advisory Committee (RPAC) Appointments

DISCUSSION

The Bridgeport Valley RPAC may consist of five to eleven members. The current membership consists of 4 members. Supervisor Peters recommends the appointment of Kim Murcia and Nick Way (see attached applications) to serve the term expiring on December 31, 2027. Terms last for four years and are staggered to facilitate smooth transitions. The following summarizes the status of appointments and Bridgeport Valley RPAC membership:

Proposed appointment to term expiring December 31, 2027:

1. Kim Murcia
2. Nick Way

Existing Members

1. Jimmy Little
2. Brianna Brown
3. Jeff Hunewill
4. Steve Noble

Term Expires

12/31/27
12/31/27
12/31/25
12/31/25

If you have questions regarding this matter, please contact Rob Makoske at 760-924-1814 or rmakoske@mono.ca.gov or Supervisor Peters.

ATTACHMENTS:

1. Application for Kim Murcia
2. Application for Nick Way

Mono County Regional Planning Advisory Committees

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

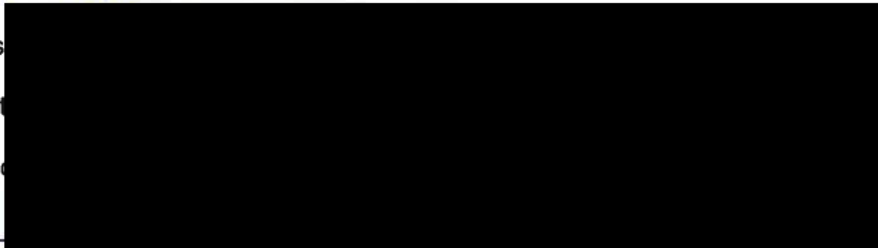
MEMBERSHIP APPLICATION

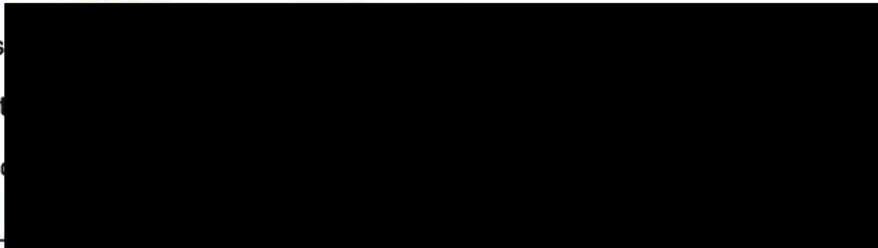
Mono County Regional Planning Advisory Committees (RPACs) advise the Board of Supervisors and other decision-makers on local planning issues, the General Plan, and associated area/community plans. The RPACs serve as a community forum and information clearinghouse. Most RPACs meet evenings monthly or as-needed.

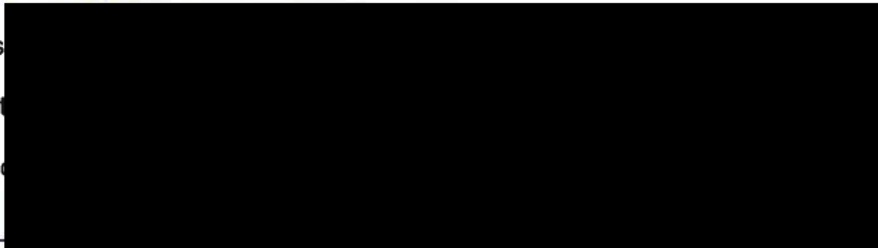
Please choose the RPAC in your area:

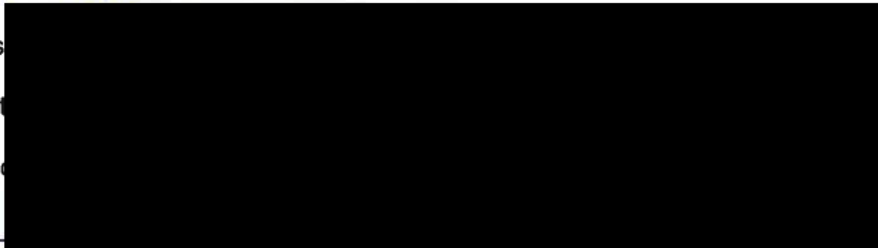
- | | |
|---|--|
| <input type="checkbox"/> Antelope Valley | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input checked="" type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name Kim Murcia

Address 

City/State 

Phone () 

Email 

Occupation/Business Bridgeport Librarian

Special interests or concerns about the community:

Housing

Economic Development

Health Services / Wellness Center

Public Land Access and use

Infrastructure

Communications

Signature Kim Murcia Date 5/30/24

Applications will be reviewed and recommended exclusively by the local supervisor.
Recommended appointments are then considered and acted upon by the Board of Supervisors.

Mono County Regional Planning Advisory Committees

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

MEMBERSHIP APPLICATION

Mono County Regional Planning Advisory Committees (RPACs) advise the Board of Supervisors and other decision-makers on local planning issues, the General Plan, and associated area/community plans. The RPACs serve as a community forum and information clearinghouse. Most RPACs meet evenings monthly or as-needed.

Please choose the RPAC in your area:

- | | |
|---|--|
| <input type="checkbox"/> Antelope Valley | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input checked="" type="checkbox"/> Bridgeport Valley | <input type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name

NICK WAY

Address

City/State

Phone (d)

Email

Occupation/Business

FIRE CHIEF, BRIDGEPORT FIRE DEPT.

Special interests or concerns about the community:

PUBLIC SAFETY, GENERAL TOWN INTEREST.

Signature

N. Way

Date

5/29/24

Applications will be reviewed and recommended exclusively by the local supervisor. Recommended appointments are then considered and acted upon by the Board of Supervisors.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Grant Funding for Behavioral Health
Bridge Housing (BHBH)

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

This item seeks Board of Supervisor authorization for Mono County Behavioral Health (MCBH) to pursue grant funding through the Behavioral Health Bridge Housing (BHBH) grant program operated through the Department of Health Care Services.

RECOMMENDED ACTION:

Authorize MCBH to apply for BHBH grant funding.

FISCAL IMPACT:

This non-competitive grant would provide \$1,229,946 for short-term (less than 90 days) and mid-term housing (less than two years), supportive services, and program costs.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@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
6/26/2024 2:01 PM	County Counsel	Yes
6/24/2024 2:49 PM	Finance	Yes

6/26/2024 6:21 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: July 2, 2024

SUBJECT:

Grant Funding for Behavioral Health Bridge Housing (BHBH)

DISCUSSION:

The California Department of Health Care Services (DHCS) is administering the Behavioral Health Bridge Housing (BHBH) grant with the intent to provide counties with resources to operate short-term housing (less than 90 days) and mid-term housing (90 days to two years). The regional Eastern Sierra Continuum of Care for homelessness has identified lack of short-term housing as a need in Mono County and this grant would help provide funding for such housing for individuals with mental illness and/or substance use disorder. Mono County is eligible for a non-competitive funding allocation of \$1,229,946 and funding categories include BHBH Program Implementation, Bridge Housing Outreach and Engagement, Bridge Housing, and Bridge Housing Start-Up Infrastructure.

Authorization to apply for these grant funds will allow MCBH to further assess local needs and opportunities, and to develop a project proposal based upon these needs.

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 July 2, 2024

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Contract with Anne Sippi Clinic for
Social Rehabilitation 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 Anne Sippi Treatment Group, pertaining to provision of Social Rehabilitation Services.

RECOMMENDED ACTION:

Approve, and authorize Chair, to sign, contract with Anne Sippi Treatment Group for provision of Social Rehabilitation Services for the period July 1, 2024, through June 30, 2025, and a not-to-exceed amount of \$94,781.

FISCAL IMPACT:

The total amount of this contract is \$94,781. This contract is included in the Department's requested 2024-25 fiscal year budget, and it is paid for with Mental Health Service Act Full-Service Partnership funding.

CONTACT NAME: Jessica Workman

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
FY 2425 ASC Staff Report
FY 2425 ASC Agreement

History

Time	Who	Approval
6/25/2024 3:03 PM	County Counsel	Yes
6/24/2024 2:51 PM	Finance	Yes

6/25/2024 9:03 PM

County Administrative Office

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Director, Mono County Behavioral Health

DATE: July 2, 2024

SUBJECT:

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

DISCUSSION:

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

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

SUBMITTED BY:

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

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

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of Anne Sippi Clinic Treatment Group of Bakersfield, 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 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 \$94,781, not to exceed \$94,781 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:
Robin K. Roberts, Director
P.O. Box 2619
Mammoth Lakes, CA 93546
rroberts@mono.ca.gov
[Click here to enter text.](#)

Contractor:
Nathan Petty, CFO
Anne Sippi Clinic Treatment Group
18200 Highway 178
Bakersfield, CA 93546
npetty@asctg.org

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: Nathan Petty

Title: Chair, Board of Supervisors

Title: Chief Financial Officer

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

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

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2025

SCOPE OF WORK:

- **Provide transitional social rehabilitation services for clients with severe and persistent mental-health illnesses.**
 - **Intervene in crises, support community integration, and serve as an alternative to hospitalization.**
 - **Facilitate movement towards more independent living.**
 - **Provide a therapeutic residential community with a range of social rehabilitation activities.**
 - **Support clients' movement towards the highest possible level of functioning.**
 - **Ensure the planned length of stay is according to clients' assessed needs as evaluated by the treatment team, as well as input provided by the client's conservator and/ or case manager.**

ATTACHMENT B

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

TERM:

FROM: JULY 1, 2024 TO: JUNE 30, 2025

SCHEDULE OF FEES:

The total sum of all payments made by County to Contractor for services and work performed under this agreement shall not exceed \$94,781.00 in any twelve month period. Contractor shall be paid a daily rate for services of \$213.71 and a monthly rate for Board and Care of the current SSI rate of \$1,398.07.

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

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

HIPAA BUSINESS ASSOCIATE AGREEMENT

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

1. **Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to “Protected Health Information” (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”) as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 (“HITECH Act”).

2. **Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.

3. **Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

(a) 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 July 2, 2024

Departments: Community Development

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Contract for Multi-Jurisdictional Local
Hazard Mitigation Plan (HMP) Update

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

Approve and authorize the Chair to sign the contract with IEM International, Inc. (IEM) for the provision of hazard mitigation planning services for a not-to-exceed cost of \$179,982 for the period June 1, 2024, through September 30, 2025.

FISCAL IMPACT:

No impact to the General Fund. Consultant costs are covered by federal funds from the Federal Emergency Management Agency (FEMA) and administered by the California Governor’s Office of Emergency Services (CalOES). A 10% match of non-federal funds is required (\$19,998) and is anticipated to come from state grant funds associated with the Local Transportation Commission.

CONTACT NAME: Kelly Karl

PHONE/EMAIL: 7609241809 / kkarl@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Attachment 1 - IEM Contract HMP Update
<input type="checkbox"/> Attachment 2 - 2024 HMP RFP
<input type="checkbox"/> Attachment 3 - IEM RFP Proposal

History

Time	Who	Approval
6/25/2024 3:07 PM	County Counsel	Yes
6/24/2024 3:24 PM	Finance	Yes
6/25/2024 9:02 PM	County Administrative Office	Yes

Mono County Community Development Department

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

July 2, 2024

To: Mono County Board of Supervisors

From: Kelly Karl, Planning Analyst

Re: Contract with IEM International, Inc.

BACKGROUND

Mono County and Town of Mammoth Lakes' 2019 Multi-Jurisdictional Hazard Mitigation Plan (HMP) expired on June 6, 2024, and an update is underway and is expected to be completed by July 2025. Mono County staff began applying for FEMA grant funds from the Hazard Mitigation Grant Program to update the HMP in April 2022 and was awarded \$179,982 in June 2023.

Though staff initiated the update ahead of the schedule established by the maintenance plan in the adopted HMP, that timeline did not consider such a lengthy application process for grant funding. Meeting the five-year update schedule using Hazard Mitigation Grant Program funds requires initiation of the update one year after plan adoption (or four years ahead of the expiration date). Moving forward, staff will adjust the HMP update schedule based on this unusual timeline.

DISCUSSION

In compliance with Federal procurement standards (2 CFR Part 200), the County flew a Request for Proposals (RFP) from January 24, 2024, through March 11, 2024. Five proposals were received from IEM, Integrated Solutions Consulting, Interwest, Navigating Preparedness Associates, and Risk Management Professionals. An evaluation team consisting of the Town of Mammoth Lakes and Mono County staff scored the proposals based on the criteria in the RFP, and the top three scoring candidates were interviewed in April 2024. IEM was selected by the evaluation team on April 17 and at County staff's request, IEM submitted an expedited 12-month update timeline. The contract (Attachment 1) requires approval by the Board of Supervisors due to the total cost.

Please contact Kelly Karl (760-924-1809 or kkarl@mono.ca.gov) with any questions. This staff report has been reviewed by the Community Development Director.

ATTACHMENTS:

1. Contract
2. RFP HMP Update
3. IEM Proposal

**AGREEMENT BETWEEN COUNTY OF MONO
AND IEM INTERNATIONAL, INC.
FOR THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of hazard mitigation planning of IEM International, Inc. (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 Community Development, 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 May 31, 2024, to September 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 \$179,982, 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 fifteen (15) 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:
Community Development Department
Wendy Sugimura
PO Box 347
Mammoth Lakes, CA 93546
wsugimura@mono.ca.gov

Contractor:
IEM International, Inc.
Keith Reynolds
PO Box 110265
Research Triangle Park, NC 27709
Contracts@iem.com

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: Keith Reynolds

Title: Chair, Mono County Board of Supervisors

Title: Manager, Contract Administration

Date: _____

Date: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND IEM INTERNATIONAL INC.
FOR THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

TERM:

FROM: May 31, 2024 TO: September 30, 2025

SCOPE OF WORK:

See attached scope of work, titled "Proposed Approach."

ATTACHMENT B

**AGREEMENT BETWEEN THE COUNTY OF MONO
AND IEM INTERNATIONAL, INC. FOR
THE PROVISION OF HAZARD MITIGATION PLANNING SERVICES**

TERM:

FROM: May 31, 2024 TO: September 30, 2025

SCHEDULE OF FEES:

See attached schedule of fees.

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

EXHIBIT 6

AGREEMENT BETWEEN THE COUNTY OF MONO AND IEM INTERNATIONAL, INC. FOR THE PERFORMANCE OF HAZARD MITIGATION PLANNING SERVICES

ADDITIONAL CONTRACT PROVISIONS APPLICABLE TO FEDERAL- ASSISTANCE CONTRACTS AND OTHER FEDERAL AWARDS

This Exhibit 6, and the provisions and language provided herein, are incorporated into Agreement between County of Mono and IEM International, Inc. for the Provision of Hazard Mitigation Planning Services (the “Agreement”), made and entered into on or about _____, by and between the County of Mono, a political subdivision of the State of California (“County”) and IEM International, Inc., a Corporation of North Carolina (“Contractor”), as if fully set forth therein.

1. PRECEDENCE. In the event of a conflict between the Agreement, an attachment to the Agreement, or an exhibit attached to the Agreement, the order of precedence shall be the applicable exhibit, then the Agreement, and then the attachments to the Agreement.

2. DEFINITIONS. The following definitions shall apply when used in this Exhibit 6:

2.1 “Government” means the United States of America and any executive department or agency thereof.

2.2 “FEMA” means the Federal Emergency Management Agency, an agency of or within the U.S. Department of Homeland Security.

2.3 “Third-Party Subcontract” means a subcontract at any tier entered into by Contractor or subcontractor, financed in whole or in part with federal assistance originally derived from FEMA.

3. NO OBLIGATION BY FEDERAL GOVERNMENT.

3.1 County and Contractor acknowledge and agree that, notwithstanding any concurrence by the Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Government, the Government is not a party to the Agreement and is not subject to any obligations or liabilities to County, Contractor, or any other party pertaining to any matter resulting from the Agreement.

3.2 Contractor agrees to include the above clause in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

4. CHANGES TO FEDERAL LAW.

4.1 Contractor shall at all times comply with all applicable regulations, policies, procedures, and FEMA Directives as they may be amended or promulgated from time to time during the term of the

Agreement, including but not limited to those requirements of 2 CFR §§ 200.317 through 200.326 and more fully set forth in Appendix II to Part 200: “Contract Provisions for non-Federal Entity Contracts Under Federal Awards,” which is incorporated herein by reference. Contractor's failure to so comply shall constitute a material breach of the Agreement.

4.2 Contractor agrees to include the above clause in each Third-Party Subcontract financed in whole or in part with assistance provided by FEMA. The Parties further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

5. CHANGES TO THE AGREEMENT. Any change to the Agreement, including but not limited to a change that alters the method, price, or schedule of the services or work to be performed pursuant to the Agreement, shall be made in accordance with the requirements and formalities specified in Paragraph 23 of the Agreement. Notwithstanding the foregoing, if the Agreement is for the construction of a public work or the improvement of an existing facility, then any change or change order that alters the method, price, or schedule of the services or work to be performed pursuant to the Agreement, shall be made in accordance with the provisions of Exhibit 1: General Conditions attached to the Agreement. Notwithstanding anything in the Agreement (including any attachment or exhibit attached thereto) to the contrary, County reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed in excess of the Contract Limit provided in Paragraph 3.D of the Agreement.

6. ACCESS TO RECORDS.

6.1 Contractor agrees to provide County, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions. Contractor further agrees to permit any of the foregoing parties or entities to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6.2 Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

6.3 In compliance with the Disaster Recovery Act of 2018, County and Contractor acknowledge and agree that no language in the Agreement, or any attachment or exhibit attached thereto, is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

6.4 Contractor agrees to maintain all books, records, accounts, and reports required under this Agreement for a period of not less than three years after the later of either (i) the date of termination or expiration of this Agreement or (ii) the date County makes final payment under the Agreement, except in the event of litigation or settlement of claims arising from the performance of the Agreement, in which case, Contractor agrees to maintain the same until County, FEMA, the Comptroller General of the United States, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims, or exceptions related thereto.

6.5 The requirements set forth in this Section 6 are all in addition to, and should not be considered to be in lieu of, those requirements set forth in Paragraph 12 of the Agreement. Notwithstanding Section 1 hereof, in the event of a conflict between Section 1 of this Exhibit 6 and this Section 6, the provisions of this section shall control the obligations and responsibilities of Contractor.

7. TERMINATION.

7.1. Agreements for the Construction or Improvement of Public Works. If the Agreement is for the construction of a public work or the improvement of an existing facility, then termination of the Agreement shall be in accordance with the provisions of Exhibit 1: General Conditions attached to the Agreement.

7.2. Agreements for All Other Services and Purchases. Except as provided in Section 3.1, the Agreement may be terminated by County, without or without cause, and at will, for any reason by giving to Contractor 30 calendar days written notice of such intent to terminate. Contractor may terminate the Agreement by giving to County not less than 30 calendar days written notice of such intent to terminate.

7.3 Suspension. County may temporarily suspend the Agreement, at no additional cost to County, provided that Contractor is given written notice (delivered by certified mail, return receipt requested, facsimile, or electronic mail) of the temporary suspension. If County gives such notice of temporary suspension, then Contractor shall immediately suspend its activities under the Agreement. A temporary suspension may be issued concurrent with the notice of termination provided for in this Section 7.

7.4 Work Product. Upon any termination of the Agreement, County shall be entitled to all work, including but not limited to, reports, investigations, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date, whether completed or not, and in accordance with the Agreement.

7.5 Damages. Notwithstanding any provision of the Agreement or any attachment or exhibit thereto, Contractor shall not be relieved of liability to County for damages sustained by County by virtue of any breach or default of the Agreement by Contractor, and County may withhold any payments due to Contractor until such time as the exact amount of damages, if any, due to County from Contractor are determined.

8. REMEDIES. If the Contract Limit specified in the Agreement is in excess of Two Hundred and Fifty Thousand and NO/100 Dollars (\$250,000.00), then the provisions of this Section 8 shall govern remedies available to the Parties in the event of a breach of the Agreement, any obligation contained therein, and/or any provision or language thereof:

8.1 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 under the Agreement, then County may declare Contractor in default and terminate this Agreement upon five (5) calendar 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 and may thereafter immediately pursue any additional remedy available to it at law or equity. Nothing contained in the Agreement or this exhibit shall be considered or interpreted as a limitation on any remedy available to County at law or equity.

8.2 Disputes.

8.2.1 Any dispute, other than one involving an audit, concerning a question of fact arising under the Agreement, including any and all attachments and exhibits thereto, that is not disposed of by agreement of the Parties shall be decided by a committee consisting of the Mono County Administrative Officer, the Mono County Public Works Director, and the Mono County Finance Director.

8.2.2 Not later than thirty (30) calendar days after completion of all work under the Agreement, Contractor may request review by the County Board of Supervisors of unresolved claims or disputes, other than audit. The request for review shall be submitted in writing.

8.2.3 Notwithstanding anything in the Agreement or this exhibit to the contrary, neither the pendency of a dispute, nor its consideration by the committee will excuse Consultant from full and timely performance in accordance with the terms of the Agreement.

9. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT. If the Agreement is for the construction of a public work or improvement of a public facility and meets the definition of a “federally assisted construction contract,” as defined in 41 C.F.R. § 61-1.3, then this Section 9 shall apply to the Agreement.

During the performance of the Agreement, Contractor agrees as follows:

9.1 Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: (i) employment, upgrading, demotion, or transfer; (ii) recruitment or recruitment advertising; (iii) layoff or termination; (iv) rates of pay or other forms of compensation; and (v) selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

9.2 Contractor will, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

9.3 Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

9.4 Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

9.5 Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the U.S. Secretary of Labor.

9.6 Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the FEMA and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

9.7 In the event of Contractor's noncompliance with the nondiscrimination clauses of the Agreement, including but not limited to those provided in this Exhibit 6, or with any of the said rules, regulations, or orders, the Agreement may be canceled, terminated, or suspended in whole or in part and Contractor may be declared ineligible for further government contracts or federally assisted construction agreements in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the U.S. Secretary of Labor, or as otherwise provided by law.

9.8 Contractor will include the portion of the sentence immediately preceding Section 4.1 and the provisions of 4.1 through 4.8 in every subcontract or purchase order unless exempted by rules, regulations, or orders of the U.S. Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor of Contractor. Contractor will take such action with respect to any subcontract or purchase order as FEMA 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 subcontractor or vendor as a result of such direction by FEMA, Contractor may request the United States to enter into such litigation to protect the interests of the United States.

Contractor further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally-aid or -assisted construction work; provided, that if Contractor is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Agreement.

Contractor agrees that it will assist and cooperate actively with FEMA and the U.S. Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the U.S. Secretary of Labor, that it will furnish FEMA and the U.S. Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist FEMA in the discharge of the agency's primary responsibility for securing compliance.

Contractor further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor or subcontractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by FEMA or the U.S. Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Contractor agrees that if it fails or refuses to comply with these undertakings, FEMA may take any or all of the following actions: (i) cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); (ii) refrain from extending any further assistance to Contractor under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and (iii) refer the case to the Department of Justice for appropriate legal proceedings.

10. DAVIS BACON ACT REQUIREMENTS AND COMPLIANCE. If the Agreement is for the construction of a public work or improvement of a public facility with a contract limit in excess of \$2,000.00, then this Section 10 shall apply to the Agreement.

10.1 All transactions regarding the Agreement shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be

applicable. Contractor shall comply with 40 U.S.C. §§ 3141-3144, 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

10.2 Contractors shall pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. Contractor acknowledges and agrees that County has made Contractor aware of the current applicable prevailing wage determination(s) issued by the Department of Labor. That determination(s) is attached to and incorporated into the Agreement by this reference. Further, any decision by Contractor to award a contract or subcontract must be conditioned upon the acceptance of the wage determination(s). County shall report all suspected or reported violations to the federal awarding agency.

10.3 Additionally, Contractor will pay wages not less than once a week.

10.4 The requirements set for in this Section 10 are all in addition to, and should not be considered to be in lieu of, any requirement in the Agreement, or any attachment or exhibit thereto, that Contractor comply with the Section 1771 of the California Labor Code regarding the payment of prevailing wages. Current California Department of Industrial Relations requirements, including applicable prevailing wage rates, can be found and accessed at <https://www.dir.ca.gov/Public-Works/Prevailing-Wage.html>.

11. COPELAND “ANTI-KICKBACK” ACT REQUIREMENTS AND COMPLIANCE. If the Agreement is for the construction of a public work or improvement of a public facility with a contract limit in excess of \$2,000.00, then this Section 11 shall apply to the Agreement.

11.1 Contractor. Contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into the Agreement.

11.2 Subcontracts. Contractor and/or subcontractor shall insert in any subcontracts to the Agreement the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

11.3 Breach. A breach of the Agreement, including any obligation, provision, or language thereof (including any attachment or exhibit attached thereto) may be grounds for termination of the Agreement, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

12. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT REQUIREMENTS AND COMPLIANCE. If the Agreement involves the employment of mechanics or laborers (but not the purchase of supplies, materials, or articles ordinarily available on the open market or contracts for transportation or transmission of intelligence) with a contract limit in excess of \$100,000.00, then this Section 12 shall apply to the Agreement.

12.1 Wage Computation; Overtime. Pursuant to 40 U.S.C. § 3702, as supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, Contractor shall compute the wages of every mechanic and laborer providing services and/or performing work pursuant to the Agreement on the basis of a standard work week of 40 hours. Neither Contractor nor any subcontractor contracting for any part of the services or work to be provided or performed under the Agreement 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 40 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 40 hours in such workweek.

12.2 Violation; Liability for Unpaid Wages; Liquidated Damages. In the event of any violation of Section 7.1 of this exhibit, Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, Contractor and any 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 Section 7.1 of this exhibit, in the sum of \$26.00 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by Section 7.1.

12.3 Withholding for Unpaid Wages and Liquidated Damages. FEMA 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 Contractor or any subcontractor under the Agreement, 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 Section 7.2 of this exhibit.

12.4 Subcontracts. Contractor or any subcontractor shall insert in any subcontracts to the Agreement the clauses set forth in Sections 7.1 through 7.4 of this exhibit, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in Sections 7.1 through 7.4 of this exhibit.

12.5 Health and Safety Standards. Pursuant to 40 U.S.C. § 3704, as may have been supplemented by U.S. Department of Labor regulations at 29 C.F.R. Part 5, neither Contractor nor any subcontractor thereof performing or providing services and/or work pursuant to the Agreement shall require any laborer or mechanic employed in the performance of the Agreement to work in surroundings or under working conditions that are unsanitary, hazardous, or dangerous to health or safety, as established under construction safety and health standards the U.S. Secretary of Labor prescribes by regulation.

13. DISADVANTAGED BUSINESS ENTERPRISE REQUIREMENTS. County intends to seek reimbursement of its costs incurred in connection with the Agreement from FEMA. Accordingly, Contractor shall make every effort to procure services and work, as well as supplies, materials, and goods, from Minority Business Enterprises and Women Business Enterprises (collectively, "Disadvantaged Business Enterprises" or "DBEs") through the "Good Faith Effort" process as required in 2 C.F.R. § 200.321. Failure to perform the "Good Faith Effort" process and submit the forms listed below with the bid shall be cause for a bid to be rejected as non-responsive and/or be considered as a material breach of the contract.

13.1 Prime Contractor Responsibilities. All recipients of this grant funding, as well as their prime contractors and subcontractors, must take all affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and make every effort to solicit bids from eligible DBEs. This information must be documented and reported.

13.2 "Good Faith Efforts" Process. Any public or private entity receiving federal funds must demonstrate that efforts were made to attract DBEs. The process to attract DBEs is referred to as the "Good Faith Effort." This effort requires the recipient, prime contractor, and any subcontractors to take the steps

listed below to assure that DBEs are used whenever possible as sources of supplies, construction, equipment, or services. If a contractor or subcontractor fails to take the steps outlined below, then that failure shall cause the bid to be rejected as non-responsive and/or be deemed a material breach of the contract:

- Place qualified DBEs on solicitation lists;
- Assure that DBEs are solicited whenever they are potential sources;
- Divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by DBEs;
- Establish delivery schedules, where the requirement permits, which encourage participation by DBEs;
- Use the services and assistance of the Small Business Administration, and the Minority Business Development Agency of the Department of Commerce; and
- If subcontracts are to be let, then Contractor shall take the affirmative steps listed in 2 C.F.R. § 200.321.

14. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT REQUIREMENTS AND COMPLIANCE. If the Contract Limit provided in Paragraph 3.D of the Agreement, or the contract limit of any subcontract executed pursuant to the Agreement, is in excess of \$100,000.00 or more, then this Section 14 shall apply to the Agreement and/or subcontract.

14.1 Clean Air Act Requirements and Compliance.

14.1.1 Contractor agrees to comply with all applicable standards, orders, and/or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 *et seq.*

14.1.2 Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

14.1.3 Contractor agrees to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with federal assistance provided by FEMA.

14.2 Federal Water Pollution Control Act Requirements and Compliance.

14.2.1 Contractor agrees to comply with all applicable standards, orders, and/or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 *et seq.*

14.2.2 Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.

14.2.3 Contractor to include these requirements in each subcontract exceeding \$150,000.00 financed in whole or in part with federal assistance provided by FEMA.

15. ENERGY CONSERVATION REQUIREMENTS.

15.1 Contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. § 6201).

15.2 Contractor agrees to include Section 13.1 in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16. DEBARMENT AND SUSPENSION.

16.1 The Agreement, including all attachments and exhibits attached thereto, is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such, Contractor is required to verify that none of its principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

16.2 Contractor represents and warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under Executive Order 12549, "Debarment and Suspension," or on the USEPA's List of Violating Facilities. Contractor agrees that neither Contractor nor any of its third-party subcontractors shall enter into any Third-Party Subcontracts for any of the work under the Agreement with a third-party subcontractor that is debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs under executive Order 12549 or on the USEPA's List of Violating Facilities.

16.3 Contractor agrees to include Sections 14.1 and 14.2 above in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that the language of Section 14.1 and 14.2 shall not be modified, except to identify the subcontractor who will be subject to its provisions.

16.4 Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. Contractor agrees to the provisions of Attachment 1 to this exhibit, "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," attached hereto and incorporated herein. For purposes of the Agreement and Attachment 1, Contractor is the "prospective lower tier participant."

16.5 This warranty and certification of Contractor is a material representation of fact relied upon by County. If it is later determined that Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to County, the Government may pursue available remedies, including but not limited to suspension and/or debarment.

16.6 In addition, if applicable, the bidder or proposer agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

17. BYRD ANTI-LOBBYING AMENDMENT REQUIREMENTS AND COMPLIANCE. If the Contract Limit provided in Paragraph 3.D of the Agreement is \$100,000.00 or more, then Contractor this Section 17 shall apply to the Agreement.

17.1 Contractor shall not use or pay any funds received under the Agreement to influence or attempt to influence an officer or employee of an 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 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.

17.2 Notwithstanding the foregoing Section 15.1, Contractor agrees to the provisions of and to certify Attachment 2, “Certification Regarding Lobbying.”

17.3 Contractor agrees to include Sections 15.1 and 15.2 (including the attachment specified therein) in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

18. PROCUREMENT OF RECOVERED MATERIALS.

18.1 In the performance of the Agreement, Contractor shall make maximum use of products containing recovered materials that are items designated by the U.S. Environmental Protection Agency (“EPA”) unless the product cannot be acquired (i) competitively within a timeframe providing for compliance with the contract performance schedule; (ii) meeting contract performance requirements; or (iii) at a reasonable price.

18.2 Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site:
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

18.3 Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

19. NOTICE OF REPORTING REQUIREMENTS.

19.1 Contractor acknowledges that it has read and understands the reporting requirements of FEMA in Part III of Chapter 11 of the United States Department of Justice’s Office of Justice Programs Financial Guide, and agrees to comply with any such applicable requirements.

19.2 Contractor agrees to include Section 19.1 in each third-party subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that Section 19.1 shall not be modified, except to identify the subcontractor who will be subject to its provisions.

20. NOTICE OF REQUIREMENTS PERTAINING TO COPYRIGHTS.

20.1 Contractor agrees that FEMA shall have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for government purposes (i) the copyright in any work developed with the assistance of funds provided under this Agreement and (ii) any rights of copyright to which Contractor purchases ownership with the assistance of funds provided under the Agreement.

20.2 Contractor agrees to include Section 20.1 in each Third-Party Subcontract financed in whole or in part with federal assistance provided by FEMA. Contractor further agrees that Section 20.1 shall not be modified, except to identify the subcontractor who will be subject to its provisions.

21. PATENT RIGHTS.

21.1 General. If any invention, improvement, or discovery is conceived or first actually reduced to practice in the course of or under the Agreement, and that invention, improvement, or discovery is

patentable under the laws of the United States of America or any foreign country, then County and Contractor agree to take actions necessary to provide immediate notice and a detailed report to FEMA.

21.2 Unless the Government later makes a contrary determination in writing, irrespective of Contractor's status (a large business, small business, state government or state instrumentality, local government, nonprofit organization, institution of higher education, individual), County and Contractor agree to take the necessary actions to provide, through FEMA, those rights in that invention due the Government as described in U.S. Department of Commerce regulations at 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements."

21.3 Contractor agrees to include Sections 21.1 and 21.2 in each Third-Party Subcontract for experimental, developmental, or research work financed in whole or in part with federal assistance provided by FEMA.

22. U.S. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS. Contractor shall not use the U.S. Department of Homeland Security ("DHS") seal(s), logo(s), crest(s), or reproduction(s) of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

23. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS. Notwithstanding in the Agreement, including any attachment or exhibit attached thereto, to the contrary, by entering into the Agreement, Contractor acknowledges that FEMA financial assistance will be used to fund all or a portion of the Agreement. Contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

24. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to Contractor's actions pertaining to the Agreement.

25. INCORPORATION OF UNIFORM ADMINISTRATIVE REQUIREMENTS. This Exhibit 6 includes, in part, certain standard terms and conditions required by FEMA, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by FEMA are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FEMA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. Contractor shall not perform any act, fail to perform any act, or refuse to comply with any requests of County that would cause County to be in violation of the FEMA standard terms and conditions.

COUNTY OF MONO

CONTRACTOR

BY: _____

BY: _____

TITLE: _____

TITLE: _____

DATED:

DATED:

ATTACHMENT 1 TO EXHIBIT 6

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

(NOTE: The term “lower tier” refers to the agency or contractor receiving federal funds, as well as any subcontractors that the agency or contractor enters into contracts with using those federal funds.)

As required by Executive Order 12549, Debarment and Suspension, as defined at 44 C.F.R. Part 17, County may not enter into contract with any entity that is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Government from participating in transactions involving federal funds. Contractor is required to sign the certification below which specifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by the Government or federal agency. It also certifies that Contractor will not use, directly or indirectly, any of these funds to employ, award contracts to, engage the services of, or fund any contractor that is debarred, suspended, or ineligible under 44 C.F.R. Part 17.

Instruction for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. 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 Government, the department, or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this certification, have the meaning set out in the Definition and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this agreement/certification 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 proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, 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.
6. 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.

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 C.F.R. Part 9, Subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.
8. 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 a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 C.F.R Part 9, Subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility an Voluntary Exclusion – Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of its proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction 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.

Contractor Signature

Date

ATTACHMENT 2 TO EXHIBIT 6

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with 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.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loan, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. 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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

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 section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

Contractor Signature

Date

PROPOSED APPROACH

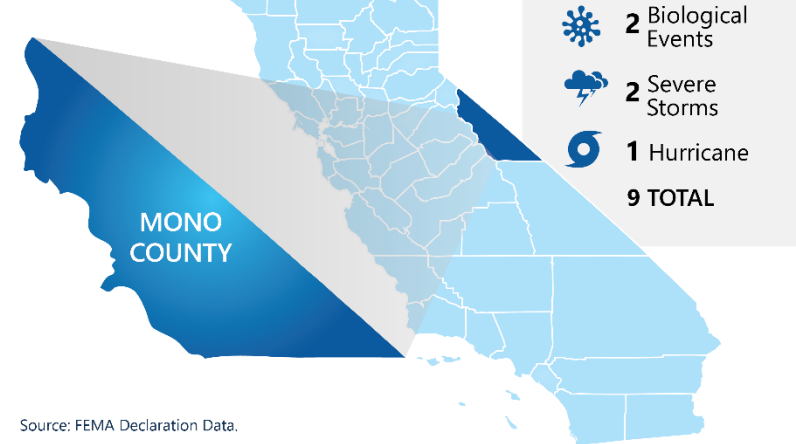
3

3.0 PROPOSED APPROACH

IEM stands ready to collaborate with the County to develop an MJHMP that reflects the risks, needs, and values of Mono County, the Town of Mammoth Lakes, and their planning partners. As “California’s Eastern Sierra,” Mono County’s serene natural landscape, historic attractions like Mono Lake, the Sierra Nevada Mountain range, and over two million acres of forests, streams, and rivers make it an attractive place to live and work. It also brings with it unique considerations like the possibility of severe winter weather, an influx of temporary visitors, particularly during the peak winter season, small communities with few alternative access routes, and challenges fighting wildfire like steep slopes, narrow roads, and a lack of a reliable water source.

We commend the County and Town’s work to address these and other kinds of risk, including introducing the new READY Mono preparedness and response portal. The 2026 MJHMP planning process represents the opportunity to reevaluate the participating jurisdictions’ risks, vulnerabilities, mitigation capabilities, and overarching approach to reducing the loss of life, property, and livelihoods from hazards. Through active jurisdiction, stakeholder, and public participation, we will help Mono County, the Town of Mammoth Lakes, and the special districts (i.e., the plan participants) assess, prioritize, and identify mitigation actions to reduce the risks of the hazards the jurisdictions select and continue to ensure Mono County is a safe place to live, work, and recreate.

FEMA Disaster Declarations for Mono County, CA (2000-2024)



Source: FEMA Declaration Data.

Local Mitigation Planning Policy Guide
 FP 206-21-0002
 Released April 19, 2022, Effective April 19, 2023
 OMB Collection #1660-0062
 FEMA

IEM understands that the County seeks an experienced firm with a background in developing hazard mitigation plans in accordance with Hazard Mitigation Grant Program (HMGP) requirements to assist with updating the existing MJHMP following the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and its implementing regulations in 44 CFR Part 201, under 44 CFR Part 201.6 (Local Mitigation Plans). Furthermore, the updated MJHMP will follow the most recently published FEMA and Cal OES guidelines. This plan, once adopted, will allow Mono County and its partners to remain eligible for HMGP, HMGP-PF, BRIC, FMA, and other grant funding. Our staff understands the value of having a current adopted hazard mitigation plan and appreciates that both jurisdictions see the MJHMP as a crucial resource for mitigation activities. Our staff has been at the forefront of developing plans in California that meet the new Federal Emergency Management Agency (FEMA) guidance outlined in the Local Mitigation Planning Policy Guide, which went into effect on April 19, 2023.

IEM completed the Santa Clara County Multi-jurisdictional Hazard Mitigation Plan, one of the first in California to be approved under the new planning guidance.

One way in which we ensure timely delivery and review is through our compliance with state and federal policy throughout the planning process. Casey Garnett, our Lead Planner for this project, also provides clients with her knowledge of plan development as a former FEMA plan reviewer well-versed in the current guidance from the federal perspective. This ensures our clients are aware of the significant changes that have been made to the prior mitigation planning process, including an increased emphasis on stakeholder participation, such as engaging underserved communities and socially vulnerable populations, evaluating the impacts and potential mitigation measures for community lifelines, incorporating climate change, and expanding mitigation actions. New methods are necessary for mitigation plans to meet these elements. IEM’s flexible approach, emphasis on meeting our client’s needs, and ability to adapt our services based on best practices and lessons learned have served us well during the transition to this new guidance. Throughout the Mono County MJHMP update process, we will work closely with Cal OES and FEMA to ensure our approach continues to meet or exceed industry requirements. The technical and administrative services we are offering are represented by the six tasks shown below in **Figure 3**.

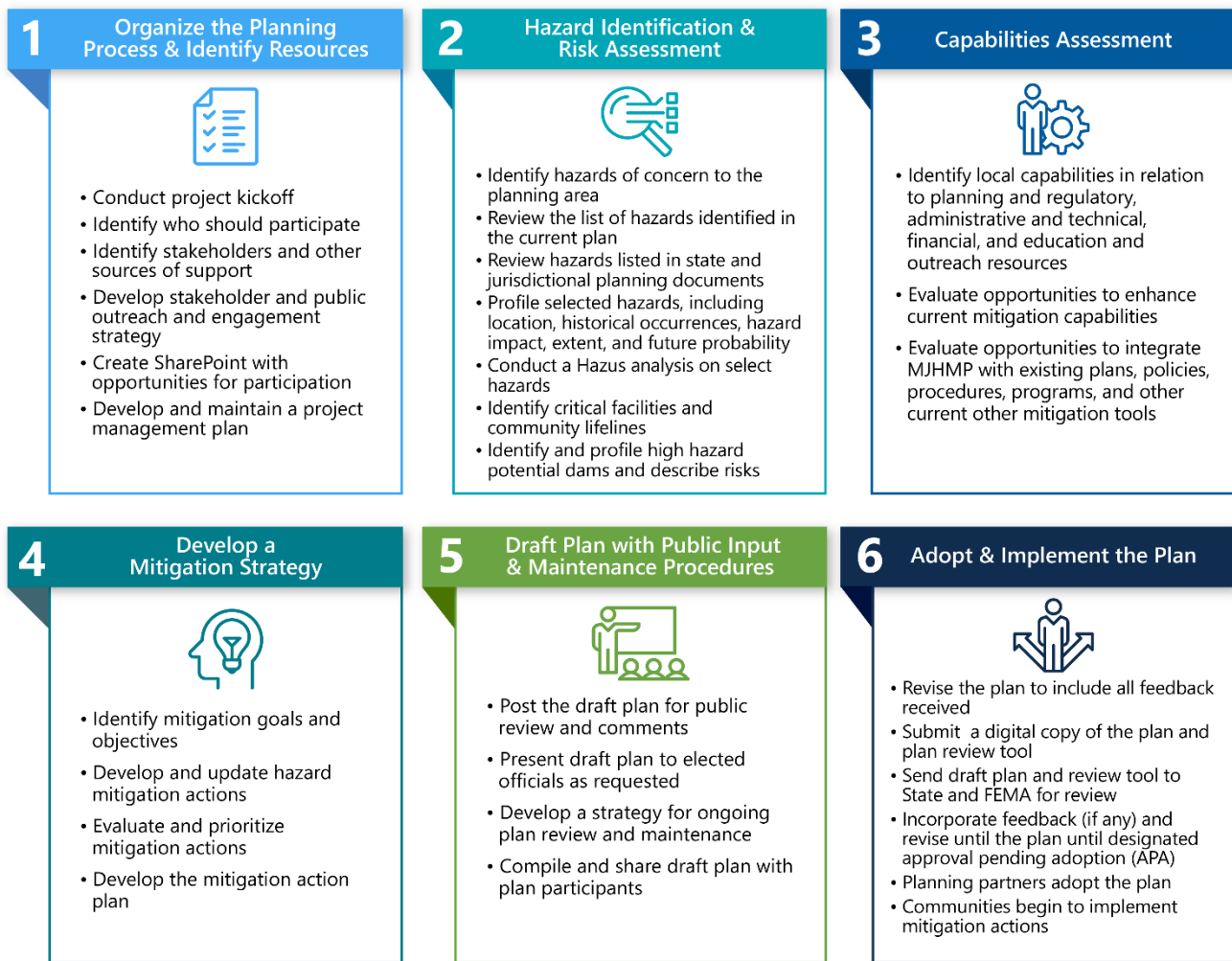
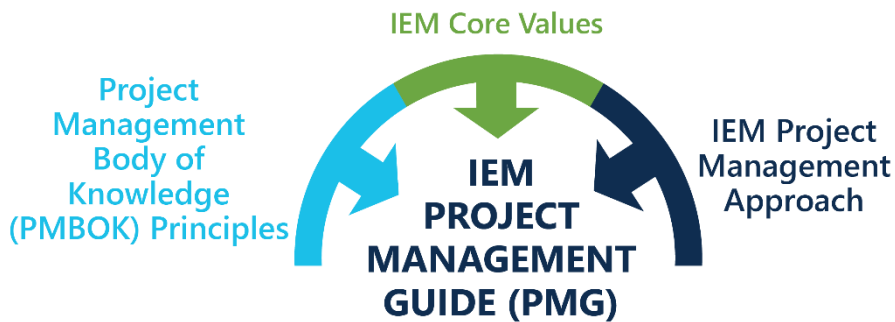


Figure 3: Six Task Plan

At IEM, we believe project management is critical to the success of every project we undertake. IEM’s approach to project management has been honed through decades of providing high-quality, cost-effective services and excellent customer responsiveness to a variety of government and private-sector clients. IEM’s project management

process is designed to ensure consistent engagement with Fresno County throughout the project, quality and timely deliverables, and the ability to pivot depending on our client’s changing needs. The IEM Project Management Guide (PMG) is used for all IEM projects and represents our Project Management methodology, which combines IEM’s Core Values with the principles set forth in the Project Management Institute’s Guide to the Project Management Body of Knowledge (*PMBOK® Guide*).



Through IEM’s approach to Project Management, our customers benefit from:

- Consistent delivery of high-quality work across all deliverables.
- Operational efficiencies that enable IEM to meet schedule and budget constraints.
- A scalable process supporting the flexible and responsive performance of project teams.
- Projects that produce meaningful outcomes and create value.
- Readily available metrics to track financial, resource, and schedule status.
- Robustness sufficient to keep IEM staff working at peak performance regardless of demand or ongoing disaster events.

Our work is also strongly informed by the preferences of our clients. A hallmark of our approach is the fact that our plans are not templated but tailored to meet the individual needs of our clients. We strive to ensure consistent, open, and collaborative communication starting from the very first meeting throughout the planning process. During the admin kick-off meeting, IEM will work with the Mono County Community Development Department (CDD) to create a meeting schedule and develop a list of key stakeholders and agencies who will participate in the planning process. IEM believes in a Whole Community approach to planning. This approach calls for engaging all community sectors in the four phases of emergency management—preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. We will work with the CDD to identify a broad range of stakeholders and opportunities for public involvement. We will also establish an approach to regular MJHMP Planning Team touchpoints, such as a weekly, biweekly, or monthly meeting between the IEM team and the Mono County Project Managers. If county staff time allows, we also recommend implementing a rolling review process of the draft plan as sections, ensuring transparency of our work and allowing us to adapt on an ongoing basis to meet the expectations of the county.

In addition to drafting the plan update, IEM will be responsible for facilitating and conducting all planning meetings and workshops as described in the RFP. With the guidance of CDD, the IEM team will ensure that all workshop content and supporting materials, including meeting notes, will be developed and provided to the participants. Our staff are comfortable and experienced in conducting both in-person and virtual meetings. In our experience, hybrid planning meetings typically have the best attendance, particularly in the post-COVID environment. We will work with CDD to identify the best meeting format for the county. Sometimes, key stakeholders are unable to attend group meetings despite best efforts to pick times best for all. As a part of our planning approach, we will offer one-on-one follow-up meetings and outreach to ensure missing information is gathered from all key partners identified by CDD. Documentation and note-taking will be performed by IEM and distributed as requested. A SharePoint site

will be provided to ensure maximum visibility of all documents and documentation, including meeting notes and presentations. Together, IEM will work with the CDD, plan participants, stakeholders, and the public to ensure the draft plan is developed by January 2025.

3.1 FACILITATE SPECIAL DISTRICT PARTICIPATION/ADOPTION OF MJHMP

IEM understands that under the new mitigation grant guidance, FEMA expects special districts to participate in and adopt the applicable local hazard mitigation plan in order to be able to apply directly for FEMA mitigation grant funding. To ensure Mono County's special districts remain eligible to apply themselves for mitigation grants, IEM will be responsible for connecting and coordinating with the seven special districts to confirm their participation in this plan update. This includes working with:

- Antelope Valley Fire Protection District
- Bridgeport Fire Protection District
- Chalfant Valley CSD/FPD
- Paradise Fire Protection District
- Wheeler Crest Fire Protection District
- Lee Vining Public Utility District (PUD)
- June Lake PUD

The process begins by securing letters of intent from each District that wishes to participate or written confirmation that the District does not want to participate in the MJHMP update. For those who wish to participate, IEM will provide a sample letter of intent, develop an annex on their behalf, and coordinate with them as full participants in the planning process. If any of the identified Districts do not or cannot participate at this time, IEM will work with them to confirm their intent not to participate and document any recommended information, plans, studies, or other resources they could provide the rest of the plan participants.

In our experience, special districts often have important connections to the community and valuable data in addition to representing crucial community lifelines in California. Our staff has recently supported special districts via email, calls, and through meetings designed to engage their staff and draft annexes that reflect their unique legal and geographic statuses. A recent example of our experience includes our work with the Santa Clara Valley Water District, which provides water to Santa Clara County and relies on our support in developing the Santa Clara MJHMP update in order to be eligible to receive mitigation grant funding from FEMA. Throughout the plan update, we engaged with Valley Water on topics including the NFIP, locations of vulnerable communities, historic flood records, flood risk reduction capabilities, and more. This data was integrated throughout the plan in the applicable sections and in Valley Water's annex, which Cal OES and FEMA approved in accordance with the new planning guidance. This success was partly due to IEM's consistent communication and frequent meetings and calls with the special district to ensure their unique needs were met. We can provide similar dedicated support to Mono County's special districts.

3.2 HAZARD IDENTIFICATION

IEM will conduct advanced Hazard Identification and Risk Assessment (HIRA) to help the plan participants identify and analyze the impact of hazards of concern and specific jurisdiction vulnerabilities. IEM will facilitate a discussion with the plan participants on what hazards to assess as part of this plan update at the Kickoff Meeting. This could include the hazards currently profiled, including avalanche, dam failure, disease/pest management, drought, earthquake and seismic hazards, extreme heat, flood, landslides, hazardous materials, severe wind, severe winter weather, snow, volcanoes, and wildlife collisions, as well as new hazards identified by the plan participants. In order to help facilitate this discussion, IEM will provide an overview of the hazards identified in neighboring plans and the 2023 State Hazard Mitigation Plan. In addition, IEM will be responsible for:

- **Community Profiles:** IEM will update the Community Profile section of the MJHMP, including a description of the physical setting, history, community demographics, land uses, development trends and future development, infrastructure systems, and critical facilities for each of the plan participants. The current descriptions will be expanded to include the community lifelines, or essential service elements, outlined in FEMA’s Lifelines Toolkit 2.0, including a more detailed description of transportation infrastructure for emergency response and evacuation purposes. Further, IEM will lead discussions on how any changes in development have increased or decreased hazard vulnerability.
- **Hazard Profiles Development:** IEM will be responsible for updating and drafting all hazard profiles, including clearly identifying all required elements such as the type, location, and extent of hazards, previous occurrences, severe repetitive loss and repetitive loss structure, future probability, and the influence of climate change on the hazards. There will be an in-depth discussion of how climate change has affected past and current hazard occurrences and how climate change is projected to affect the development and occurrence of future hazard incidents. Each profile will also include clear and factual problem statements outlining the underlying risks the plan participants seek to mitigate.
- **GIS Mapping:** IEM’s experienced GIS Team will support the update of GIS maps. This could include but is not limited to maps of high-risk hazard areas, areas with vulnerable populations, areas of mitigation interest, and the wildland-urban interface.
- **National Flood Insurance Program (NFIP):** Our staff will coordinate with the appropriate agencies to document the jurisdictions’ participation in the NFIP and repetitive loss/severe repetitive loss information as required. This information can not only help meet minimum mitigation planning requirements but also support identifying needs for mitigation actions.

In addition, the Hazard Identification process will integrate information on Emergency Route Access evaluation and planning, the wildfire assessment, avalanche hazard areas, and threats of potential loss of agricultural land. Further details on how the complete hazard assessment will be conducted are included below.



Figure 4: Community Lifelines

3.3 RISK ASSESSMENT

A thorough understanding of risk and vulnerabilities will be vital to developing local mitigation actions that meet the unique needs of the plan participants. IEM will review existing plans, studies, reports, and technical information, including the updated 2023 California State Hazard Mitigation Plan, California Adaptation Planning Guide, Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities, Guides to Expanding Mitigation, and other applicable guidance documents. Using additional tools, including multiple tools that have been developed since the last plan update, like FEMA’s National Risk Index, NOAA’s Storm Events Database, the

Climate and Economic Justice Screening Tool, Flood Insurance Studies, USGS ground acceleration mapping, NOAA Storm Events Database, the U.S. Drought Monitor, Cal OES’s My Hazards, Cal Fire hazard risk mapping, a digital stakeholders survey, and interviews with individuals and stakeholders as necessary will enable IEM and the plan participants to update the risk assessment with the best available data.

IEM will also help complete the wildfire hazards assessment. IEM has worked with multiple jurisdictions across northern California, including conducting hundreds of Phases I, II, and III ESAs for the 2018 Carr and Mendocino Fires and engaging in a variety of wildfire projects with multiple counties within the Bay Area, the Bay Area UASI, Los Angeles County Office of Emergency Management, Los Angeles Worldwide Airports, Orange County Transportation Authority, Kern County, and San Diego County. Our team has helped map and model Fire Hazard Severity Zones (FHSZ), the Wildland Urban Interface (WUI), at-risk areas fire spread modeling using multiple spatial and weather scenarios, and locations of vulnerable populations for planners. We will integrate the following steps for developing a Community Wildfire Protection Plan into the MJHMP update.

8-STEPS TO DEVELOPING A COMMUNITY WILDFIRE PROTECTION PLAN



Figure 5: Community Wildfire Protection Plan Approach

Our planning team will also help review and update the section on emergency access issues and criteria. While it is acknowledged that specific alignments may be difficult to identify, there is still an opportunity to identify mitigation opportunities.

IEM will further develop a vulnerability assessment, which includes a critical facility loss estimate and evaluation of current land use development trends. Under the new planning guidance, our staff is familiar with how Cal OES FEMA is looking more closely at the Vulnerability Assessment to understand not just general statements on who or what may be the most vulnerable but more jurisdiction-specific details and a rationale for *why* these community-identified assets are vulnerable. To help meet these requirements, we will develop problem statements that clearly connect the vulnerability assessment to the mitigation actions selected. Integrating local information, like working with the Mono County Public Health Department to identify areas of mitigation interest that could address the risks of access and functional needs populations, can help make this vulnerability assessment a useful resource when developing effective mitigation actions.

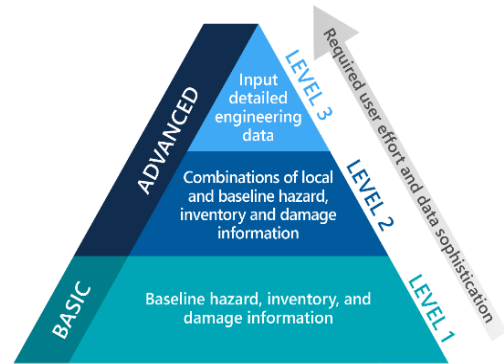


Figure 6: Levels of HAZUS Assessment

IEM’s GIS Team will work with the plan participants to analyze and map areas of concern and vulnerability and ensure the best available data is incorporated into the loss estimate. In updating the plan, IEM’s seasoned GIS Team can utilize the FEMA HAZUS 6.1 Risk Assessment Tool to estimate damage from the hazards for which there are HAZUS modules. The HAZUS software analyzes the effect of the hazards on critical facilities and infrastructure. It produces potential damage and loss estimates for all public and privately owned assets in the planning area. HAZUS Modules are available to assess risk from flooding, earthquake, and high winds-related hazards. The GIS Team’s use of HAZUS data is even more effective in predicting damage estimations based on stakeholder input about hazard locations and structural values. Incorporating more specific information on the City’s critical infrastructure will provide higher-quality data for decision-makers. We will work with the plan participants and all relevant stakeholders to identify and incorporate this kind of data. Using historic or scenario-based modeling, we can generate projected economic losses, building damage, and social impacts for those hazards that HAZUS does not model.

The IEM team of geospatial experts brings a broad array of tools for analyzing complex data and sharing results in a way that makes data meaningful for decision-makers through static maps and dynamic online solutions. Our team has developed numerous geospatial solutions, including custom web applications and dashboards, to enhance customer ability to better understand their capabilities, risks, and challenges. The graphic below includes an example of the kind of informative data our GIS team can provide.

IEM's Advanced HAZUS Runs Helps New York City Analyze Natural Hazard Risk

IEM GEO ran loss estimation modeling to help assess potential vulnerability and losses associated with hazards impacting New York City. These hazards include coastal flooding, inland flooding (e.g., moderate stormwater flooding), coastal storms (flooding and wind), and earthquakes. To perform these analyses, the team used FEMA's Hazus 6.0 software, which identifies areas at high risk for natural hazards and estimates the physical, economic, and social impacts of probabilistic and deterministic events.

To provide accurate loss estimates, the IEM GEO team performed an Advanced Level 2 Hazus analysis. This required developing an updated user defined dataset to replace generalized national data with local inventory of buildings, essential facilities and infrastructure, and generated flood depth maps that represent extent and water depth for inland, coastal and sea level rise flood scenarios.

Developing the user defined datasets required aggregating NYC open source data to make updates to the default Hazus inventory. IEM GEO utilized a dasymetric mapping technique and modified the census block geometry to represent the building footprint. The new census block building footprint was then aggregated with a point geometry building dataset with updated content such as building height, area, estimated replacement costs, and occupancy type and then was imported into Hazus to update the General Building Stock data. Other updated inventory includes the essential facilities, such as medical centers or fire stations; transportation facilities and components; utility facility components; and high-loss structures, such as dams and nuclear power plants.

Flood depth maps were developed using NYC open data digital elevation models (DEM) and FEMA preliminary flood insurance rate maps. IEM GEO used base flood elevations (BFE) to create a water surface elevation level grid (WSEL) to represent the height of the flood water, then subtracted the DEM from the WSEL to produce depth of flood water while factoring ground elevation. In the absence of BFEs, the flood extent polygon boundaries were used to create a WSEL. These flood depth maps were combined with the dasymetric building footprint dataset for coastal and inland flooding runs and improved the accuracy of the flood loss estimates.

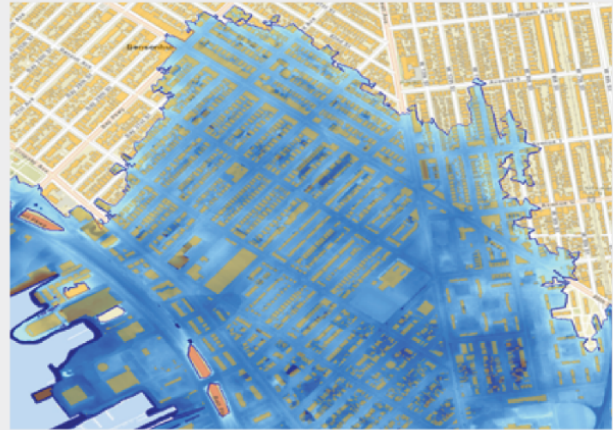


Figure: Building Footprint Dasymetric Data and 2080 Sea Level Rise Water Depth Extent in Kings County, NY

Model runs were completed for the following:

- Coastal flooding for 100- and 500-year flood events
- Coastal flooding for 2050, 2080, and 2100 sea level rise flood events
- Inland flooding for current sea level and 2050 sea level rise flood events
- Historic 1884 epicenter earthquake event
- Probabilistic earthquake event for 100, 250, 500, 1,000 and 2,500 year return periods
- Historical 2012 Hurricane Sandy coastal storm with storm surge
- Probabilistic coastal storms for 20, 50, 100, 200, 500 and 1,000 year return periods
- Coastal storms with storm surge for 20, 50, 100, 200, 500 and 1,000 year return periods

Throughout the project, IEM GEO compiled documentation material to provide NYCEM with a data dictionary, the intermediate data, Hazus run settings, and overall results and findings into a Methodology report.

Further, our maps and data analysis can be used to overlay areas of known vulnerabilities or important community lifelines with high-risk hazard locations. This information helps decision-makers determine where to prioritize mitigation efforts. The following demonstrates an example of this kind of work.

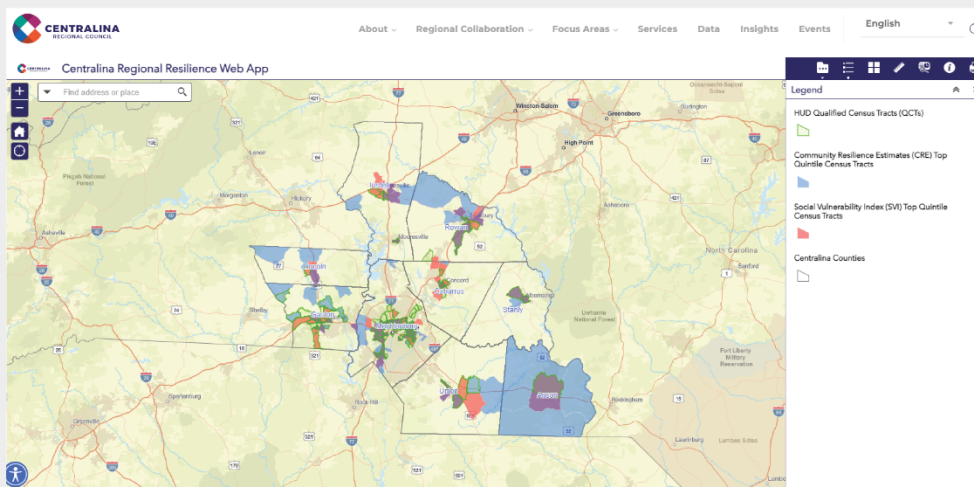


Figure 13: Centralina GIS Equity and Resilience Mapping Tool

IEM GEO developed an ArcGIS Online web mapping application known as the Centralina GIS Equity and Resilience Mapping Tool for the Centralina Economic Development District (CEDD) to allow users to better understand regional infrastructure and vulnerabilities in the nine-county Centralina region centered around Charlotte (Figure 13). The tool identifies critical facilities and infrastructure, hazard layers such as floodplains, and resilience and vulnerability measures such as the CDC’s Social Vulnerability Index and the Census Bureau’s Community Resilience Estimates (CRE).

Figure 7 Centralina GIS Equity and Resilience Mapping Tool

3.4 MITIGATION STRATEGY

After the Hazard Identification, Risk Assessment, and Capabilities Assessment are complete, IEM will help facilitate the development of the Mitigation Strategy. An effective mitigation strategy serves as a blueprint for reducing the potential losses within the planning area. FEMA reports that, on average, natural hazard mitigation saves six dollars for every dollar spent. Investing in mitigation is a proactive way the plan participants could take to adapt to a changing world and the real risks of future disaster events, which could result in loss of life, property, and livelihoods. Our experts understand how to collaboratively develop risk-based, capabilities-informed actions. Results of the risk assessment, capability assessment, and public engagement opportunities will be used to develop a mitigation strategy that fits the needs and capabilities of the plan participants. IEM will collaborate with the plan participants, stakeholders, and the public to create the **Mitigation Strategy** in four steps:

- **Step 1.** Develop Mitigation Goals and Objectives
- **Step 2.** Develop Hazard Mitigation Actions
- **Step 3.** Evaluate and Prioritize Mitigation Actions
- **Step 4:** Plan Integration

Step 1: Develop Mitigation Goals and Objectives. The initial step in updating the Mitigation Strategy is to identify goals that represent what the plan participants want to achieve through implementing the mitigation plan. Goals refer to broad, policy-type statements. Objectives further clarify the intent of the goals. These goals should be consistent with the hazards profiled and will be the basis for the following mitigation actions. IEM will facilitate a review of the fifteen goals identified in the previous plan.

Step 2: Develop Hazard Mitigation Actions. IEM will lead the participants through identifying mitigation actions for each hazard included in the plan. IEM will promote the inclusion of a comprehensive range of actions, including plans and regulations, structure and infrastructure projects, natural systems protection, and education and outreach programs. IEM will promote a risk-based, capabilities-informed approach to mitigation action development. One common challenge with the new planning process is not identifying enough mitigation actions to meet the new minimum requirement. A unique feature of our company is the close collaboration between our mitigation planning and project teams. Our staff not only bring planning experience to this initiative but have developed mitigation projects that work. We have built time into our schedule specifically for our dedicated staff to help each plan participant develop applicable actions to address their jurisdiction-specific vulnerabilities.



EVERY \$1 SPENT ON MITIGATION SAVES \$6 ON FUTURE DISASTER LOSSES

WWW.NIBS.ORG - NATURAL HAZARD MITIGATION SAVES REPORT 2019



Building to higher standards prevents long-term impacts from multiple hazards, including high winds, flooding, and sea-level rise.



Incorporating nature-based solutions into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



Porous pavements mitigate impacts from drought and flooding and builds coastal resiliency.

Examples of Mitigation in Action



Creating defensible space **reduces the impacts of wildfires.**



Incorporating nature-based solutions into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



Building to higher standards prevents long-term impacts from multiple hazards, including high winds, flooding, and rising sea levels.

Step 3: Evaluate and Prioritize Mitigation Actions. After a list of mitigation actions has been developed, IEM will support the plan participants in evaluating and prioritizing the actions. This process provides insight into where the plan participants should focus time and resources to create the most efficient and practical approach to reducing hazard impacts. One approach, for example, is the evaluation and prioritization strategy known as the STAPLEE method, which includes Social, Technical, Administrative, Political, Legal, Economic, and Environmental considerations. This approach evaluates and prioritizes by reviewing each action item for its cost-effectiveness, technical feasibility, economic benefits, environmental impacts, community acceptance, staffing, funding, legal and political support, and maintenance needs. While the “Social” category considers social vulnerability, a more defined tool for measuring equity and the equitable impact of mitigation actions could also be developed as a part of this process to help better understand the impacts and how to prioritize mitigation actions.

Step 4: Plan Integration. The plan should be integrated into existing planning mechanisms to ensure goals are synchronized and mitigation efforts progress. IEM will assist the plan participants in documenting any past plan integration as well as identifying and evaluating other opportunities for plan integration into additional relevant policies and programs and promoting the integration of resiliency into day-to-day activities.

3.5 PLAN PREPARATION

An essential step in developing achievable mitigation actions is assessing stakeholder, local, state, and federal resources and capabilities available to reduce losses and vulnerability from each hazard identified. Early in the plan update, the plan participants will be engaged to obtain data on their mitigation capabilities, which will include an analysis of the FEMA-identified types of capabilities:

- Planning and Regulatory
- Administrative and Technical
- Financial
- Education and Outreach

This capability assessment establishes a common understanding of the framework to support the implementation of identified mitigation actions and identifies gaps that should be addressed in the mitigation strategy. It is also the opportunity to evaluate current ordinances, plans, projects, and budgeting considerations for potential mitigation opportunities that reduce risk and/or increase resilience. A noticeable change in the new planning guidelines is an increased emphasis on evaluating the effectiveness of current capabilities and identifying opportunities to expand or develop new capabilities. In particular, this is the opportunity to evaluate both pre- and post-disaster capabilities like the integration of 406 (PA Mitigation) into the participant’s approach to disaster recovery. By identifying what capabilities the plan participants and other stakeholders have or could develop, plan participants will be positioned to select mitigation actions that have the best return on investment and likelihood of success.

The plan maintenance section will clearly outline the method and schedule to monitor, evaluate, and update the plan, including timelines and responsibilities. An effective plan maintenance strategy for monitoring, evaluating, and updating the plan within a five-year cycle helps ensure the plan remains relevant. The process will also describe ongoing opportunities for public engagement and input. IEM will support the plan participants in establishing a realistic plan maintenance process while ensuring the plan remains a practical, living document.

These and the other steps of the plan update will be developed in collaboration with the County. IEM will ensure a clear and transparent process by facilitating MJHMP Team Meetings with the Project Managers from Mono County and our planning team. These meetings will provide an opportunity to discuss upcoming tasks and identify potential risks and challenges to success, budget, timeline, and County expectations for this plan update. IEM will be responsible for developing the agenda and submitting a summary of monthly meeting notes with a list of decisions, actions, and responsible parties.

3.6 PLAN DRAFTING

IEM will incorporate all information gathered throughout the plan update, the precise documentation of the planning process, a thorough risk assessment, a clear capability assessment, and a comprehensive mitigation strategy into a draft plan. Our dedicated team of technical writers, editors, and graphic design personnel with experience developing emergency management and hazard mitigation products will finalize the detailed, visually appealing, user-friendly plan document. During the drafting stage, IEM will provide significant opportunities for the County, the Town of Mammoth Lakes, participating special districts, stakeholders, and the public to review the draft plan and edits. IEM will work with plan participants to publicize this chance to comment to maximize public participation. A public review period is an opportunity to gather any last-minute information and new perspectives or ideas, as well as share with the public the outcomes of the planning process and, ideally, garner support for mitigation endeavors. We are prepared to support outreach across various mediums during this vital stage of the planning process. Once all comments have been received, IEM will work with the plan participants to promptly address all comments as appropriate. The draft plan will be ready for review by January 2025.

3.7 PUBLIC ENGAGEMENT/MEETINGS/PUBLIC HEARINGS

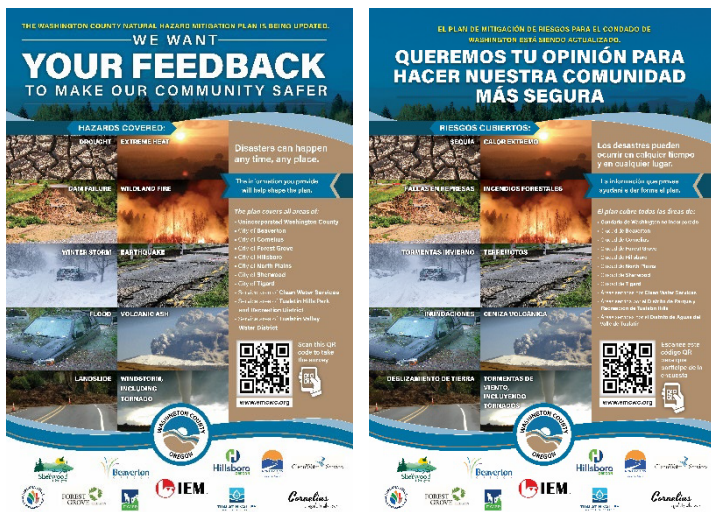


Figure 8: Community Feedback Example

IEM believes public engagement is key to successful community planning. We advocate for a Whole Community approach to public engagement. This approach calls for engaging all community sectors in the four phases of emergency management – preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. By engaging the whole community throughout the planning process, a diverse selection of perspectives, knowledge, and individual lived experiences will be available for decision-makers to incorporate into the final HMP. Public participation is also a requirement of a FEMA-approved hazard mitigation plan. More than that, the hazard mitigation planning process presents a valuable opportunity to advance equity in

planning. Disasters often disproportionately impact vulnerable populations, including the elderly, people with access and functional needs (AFN), and low-wage employees, many of whom have higher exposure to hazard events. Disasters will continue to increase economic and social disparities when they create additional burdens on the most vulnerable communities. As such, it will be necessary for the planning process to invite input from affected populations so the final plan will include mitigation goals, objectives, and strategies that address the needs of all community sectors. Safety Elements are also required to include AFN populations’ considerations. We have helped diverse communities recover from and mitigate against disasters impacting socially and economically vulnerable populations in California, Baton Rouge, Houston, New Orleans, New York City, Florida, Illinois, New Jersey, North Carolina, and Puerto Rico. Incorporating Diversity, Equity, and Inclusion (DEI) is essential to any project, whether managing a mitigation plan update or developing a grant application.

IEM will be responsible for creating and implementing a Public Engagement Plan, including creating web content and outreach materials, for this plan update. IEM knows how to “take the pulse of the community” by using community surveys, distributing outreach materials, and conducting virtual and in-person meetings. Our extensive experience in planning has led us to work with a variety of stakeholders, from nonprofits to academia to tribes to

utilities like PG&E. In developing the Public Engagement Plan for this update, the IEM Team will answer FEMA’s question, “Does the plan document show how the public was allowed to be involved in the planning process and how their feedback was included in the plan?” The outreach and engagement strategy for the Mono County MJHMP update will be designed to educate the public on hazards impacting the area and the hazard mitigation planning process, as well as learn from their knowledge and lived experience with the hazards profiled. We will engage the public through multiple touchpoints, from a digital survey to presenting the draft plan. The public input will be shared with plan participants and incorporated into the plan’s content as appropriate. Different communities may necessitate more targeted outreach and engagement, especially underserved communities like the elderly, people without access to broadband, people who don’t speak English as a first language, and people living with access and functional needs. Coordinating with the local officials to access these communities will provide an opportunity for whole-community engagement in the planning process.

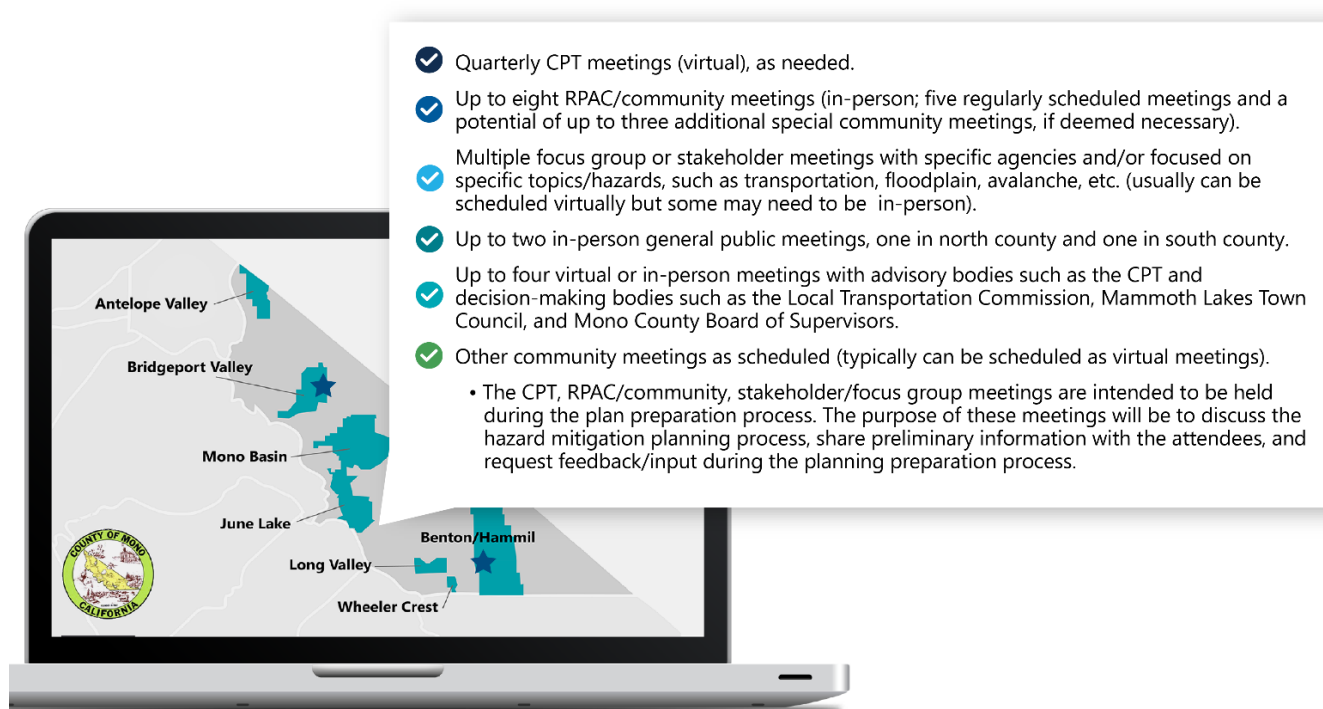


Figure 9: Proposed Public Engagement Plan

We appreciate the thought Mono County has already put into developing the public engagement portion of the RFP and know the County will value the opportunity to engage community stakeholders in order to best understand the community’s interest and need for hazard mitigation as well as educate the public on mitigation. We welcome the County’s input in developing an approach to public outreach that incorporates the ongoing work being done, such as the “READY Mono” and “Know Your Zone” resources on the county’s website. Another best practice is utilizing ongoing events and outreach locations that would normally attract people, including vulnerable populations, to engage the public. IEM anticipates at least 4-6 public workshops, general public meetings, specific topic/hazard meetings, and advisory decision-making body meetings will be held during which the public will be introduced to the plan, the hazards profiled, and mitigation strategies. Further, IEM will facilitate a discussion of the plan update at five Regional Planning Advisory Committee (RPAC) meetings and Collaborative Planning Team (CPT) meetings as requested. Information requested from the public will include their concerns, identified areas or structures they believe should be mitigated, willingness to support various types of mitigation measures, and any comments regarding the draft MJHMP update.

In addition to meetings, digital surveys will also be used to engage the public around the County. Our digital outreach will utilize plan stakeholder websites, online public participation surveys, social media posts, email campaigns, and press releases for a broad community reach. IEM will work with the County and participants to determine the needed languages. The county website already provides easy access to MJHMP information. IEM will develop project updates for the County and its partners to add as the plan develops. We can also provide a Hazard Mitigation Story Map, a graphic tool for stakeholders and the public to visualize mitigation efforts as they progress and provide a link to the public survey. Publicizing

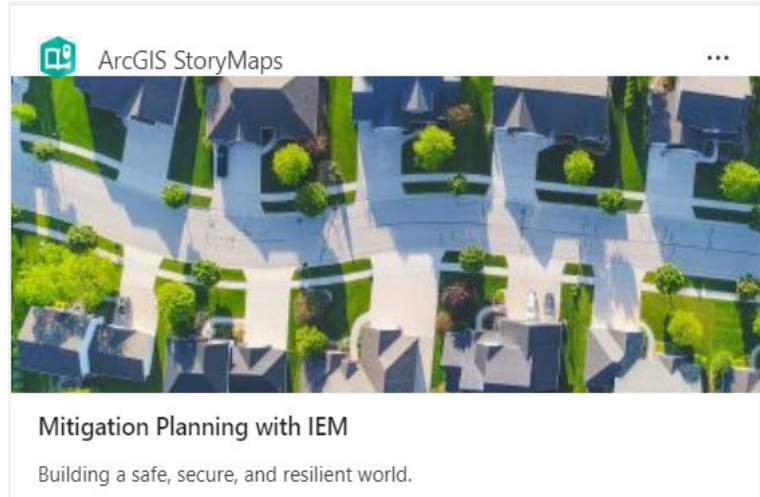


Figure 10: Example of IEM Story Map

information on the plan update and request for public feedback will also be important to garner input and interest in the plan development. Non-digital outreach could occur through developing hard copy versions of the digital survey, press releases, notices or articles in local newsletters, scheduled appearances at county and municipal meetings, community visits, and one-on-one contacts. This outreach method will best serve any communities that may be removed from urban infrastructure and not have access to traditional digital modes of communication, along with those with different levels of vision, hearing, and/or learning ability.

IEM Knows how to manage a successful public outreach program. A recent online survey, which took the community’s pulse for a multi-jurisdictional mitigation planning project, drew over 1,200 responses.

Stakeholders will also be engaged throughout the plan update process. Specific outreach to key stakeholders can be accomplished through targeted digital surveys (such as surveys specifically for academia, stakeholder/focus group meetings, businesses, dam owners, or representatives of underserved populations) and one-on-one calls as needed. Identifying key stakeholders early is critical for the hazard mitigation planning process to ensure all stakeholders have the opportunity to meaningfully participate. Stakeholders can include internal staff for each participating jurisdiction, including emergency management personnel, Floodplain Managers, Code Enforcement officials, Community Planners, Economic Development, Social Services partners, and more. Other stakeholders could be neighboring communities agencies involved in hazard mitigation like the California Governor’s Office of Emergency Services (Cal OES), FEMA, Cal Fire, California Department of Water Resources (DWR), California Department of Transportation (Caltrans), and as well as representatives of businesses, academia, non-profits, special interest groups, and underserved communities and socially vulnerable populations. Stakeholders can provide important information, including data, studies, areas of mitigation interest, action ideas, and feedback on the draft plan update. IEM will help the plan participants identify and engage their unique stakeholders throughout the update.

3.8 PLAN ADOPTION

Once the plan participants have approved the draft, including any edits, IEM will work with the County to submit the plan and a copy of the FEMA Plan Review Tool, clearly stating where each required element has been met in the document to Cal OES. We will also submit a copy of the unique Cal OES Annex Review Tool, which helps clarify which jurisdictions have met the requirements to adopt the HMP into their Safety Element. After Cal OES has completed its final review, the draft plan will be submitted to FEMA Region 9 for review and approval. IEM has had multiple recent conversations with Cal OES to keep informed of their current requirements and review process. Reviews for Cal OES and FEMA take approximately 45 days each. Coordinating with Cal OES and submitting the plan for review well in advance of the end of the performance period for the associated grant (June, 2026) will help ensure there are no issues with the grant funding. Involving Cal OES and FEMA throughout the planning process also helps ensure consistency with current guidance. One way to speed up the review is to submit the plan in sections if Cal OES/FEMA is willing to accept it. We carefully calculate the review time into our approach to the project and have staff prepared to make edits quickly if needed when the results of these reviews are received.

Once the plan has received “Approvable-Pending-Adoption” status from FEMA, IEM will support the adoption of the plan by preparing presentations and other materials as needed to present the final draft plan to the Town and County for approval. We will also provide sample adoption resolutions to all plan participations, including the County, Town, and participating special districts. Our team will remain available to answer any plan participant questions on adopting the final draft plan and incorporating it into the Safety Element of the County’s General Plan in compliance with AB 2140. Once the plan has been adopted, we can help facilitate sharing adoption resolution letters with FEMA, which will ensure they document that the plan is in good standing and that the plan participants are eligible for FEMA mitigation grant funding once more.

COMPLIANCE WITH AGREEMENT BETWEEN MONO COUNTY AND THE Cal OES/FEMA HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT

IEM will ensure that all elements of the plan update are finalized in accordance with the Cal OES/FEMA requirements for planning HMGP grants. This adherence will be monitored by our selected Project Manager, who, as a former State Hazard Mitigation Officer, has extensive experience with the HMGP grant program.

3.9 ASSUMPTIONS, METHODOLOGIES, SPECIAL RESOURCES

IEM will utilize the FEMA Planning Review Tool, CFR, all regulations, and guidance to ensure the plan update is in compliance with Cal Oes and FEMA. IEM will adhere to all specifications in the RFP, including in-person meetings, Outreach to Special Districts throughout the process, and all other contractual obligations. IEM assumes that Mono County and all participating jurisdictions, including the town of Mammoth Lakes, will enter into the planning process and assist IEM with the necessary information to update the plan when needed. IEM will update the Mono County HMP to reflect your values and culture.

3.10 TIMELINE

IEM’s proposed schedule for this plan update begins in April 2024 and results in a draft plan being provided to Mono County by or before January 2025. Given that the current plan expires on June 4th, 2024, we acknowledge that the schedule proposed in the RFP will result in the current plan expiring. However, with our experience developing quality plans quickly, we believe our approach will help ensure the plan remains expired for as little time as possible. IEM will utilize the schedule and timeline provided in the RFP. The project schedule below is a summary of the IEM Timeline



**MONO COUNTY MULTI-JURISDICTIONAL
HAZARD MITIGATION PLAN UPDATE**

PROJECT PHASE	PARTICIPANTS				2024												2025				
	IEM Project Team	County	Stakeholders	Public	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY		
					CAL OES		FEMA														
1. Facilitate Special District Participation/Adoption																					
Letters of Intent to Participate in MJHMP	•	•	•																		
Adoption/Annexation of Special Districts into the HMP	•		•																		
2. Hazard Identification																					
Community Profiles	•																				
Hazard Profiles Development	•																				
3. Risk Assessment																					
Wildfire Hazards Assessment	•	•	•																		
Emergency Access Routes	•	•	•																		
Vulnerability Assessment	•	•	•																		
Critical Facilities Loss Estimate	•	•	•																		
Land Use Development Trends	•	•	•																		
4. Mitigation Strategy																					
Mitigation Goals and Objectives	•	•	•																		
Mitigation Strategies and Action Development	•	•	•																		
Mitigation Action Matrix Development	•																				
5. Plan Preparation																					
Capabilities Assessment	•	•	•																		
MJHMP Team Meetings	•	•	•																		
Plan Maintenance	•	•	•																		
6. Plan Drafting																					
Draft MJHMP	•																				
Review Draft MJHMP and Receive Input	•	•	•	•																	
Draft Final MJHMP	•																				
7. Public Engagement/Meetings/Public Hearings																					
Identify, web content, outreach materials	•	•																			
Quarterly Community Meetings	•	•	•	•																	
RPAC/Community Meetings	•	•	•																		
Focus Groups & Stakeholder Meetings	•	•	•																		
Public Meetings	•	•		•																	
Advisory bodies and decision making Meetings	•	•	•																		
8. Plan Adoption																					
Final Plan for State Review/RFIs	•	•																			
Final Plan for Fema Review/RFIs	•	•																			
Adoption Presentations	•	•	•																		
Special District Adoptions (as needed)	•	•	•																		

Note: 12 month period begins when contract is executed. If that is May of 2024, final Plan is May of 2025. Sections of the plan will be sent for client review on a rolling basis throughout the plan update. Plan Participant, Public, Quarterly, and RPAC meetings are intended to be held around the same time to maximize the efficiency of each in-person trip.

CA Mono County
Hazard Mitigation Plan

Staff	Position	Direct Hourly Rate	Phase 1	Phase 2		Phase 3	Phase 4	Phase 5		Phase 6	Phase 7	Total Hours	Total Direct Cost	Contingency Hours	Total Cost with Contingency
			Task 1 - Outreach Special Districts/Planning Process	Task 2 - Hazard Identification	Task 3 - Risk Assessment	Task 4 - Mitigation Strategy	Task 5 - Plan Preparation	Task 6 - Draft Plan	Task 7 - Review and Input of Draft Plan	Task 8 - Public Engagement	Task 9 - Plan Adoption				
Bunting, Jeanne	Project Manager	\$ 73.93	0	5	5	0	0	0	5	0	5	20	\$ 1,478.60	25	\$ 1,848.25
Garnett, Casey	Deputy Project Manager/Lead Planner	\$ 67.91	10	20	20	20	20	30	30	10	10	170	\$ 11,544.70	210	\$ 14,261.10
Chase, Myrna	Planner II	\$ 50.38	30	0	50	50	50	40	0	60	0	280	\$ 14,107.63	330	\$ 16,626.85
Smith, Kathryn	Planner II/GIS	\$ 56.84	0	0	100	0	0	30	20	0	0	150	\$ 8,525.88	170	\$ 9,662.66
Lunsford, Sabrina	Planner I	\$ 38.28	30	15	60	20	50	60	60	0	20	315	\$ 12,058.20	350	\$ 13,398.00
Merchan, Jennifer	Technical Editor	\$ 42.52	0	0	0	0	0	80	40	0	0	120	\$ 5,102.06	145	\$ 6,164.99
Rohwer, Kelsey	Graphic Designer/Artist	\$ 45.05	0	0	20	0	0	40	0	0	0	60	\$ 2,703.10	70	\$ 3,153.61
Rothe Smith, Diana	Fire SME	\$ 93.21	0	0	30	0	0	0	0	0	0	30	\$ 2,796.16	35	\$ 3,262.18
Lockwood, Bruce	Manager, Special Projects	\$ 88.24	0	0	30	0	0	0	0	0	0	30	\$ 2,647.26	35	\$ 3,088.47
Jones, Michele	Program Manager	\$ 96.47	0	0	0	0	5	5	0	0	0	10	\$ 964.66	10	\$ 964.66
Pozioemek, Lisa	Planner II	\$ 63.47	0	0	20	20	20	10	0	0	0	70	\$ 4,442.59	75	\$ 4,759.92
Labor Hours			70	40	335	110	145	295	155	70	35	1,255		1455	
Labor Cost			\$ 3,339.03	\$ 2,302.05	\$ 19,841.55	\$ 5,912.33	\$ 7,543.06	\$ 14,375.08	\$ 7,541.22	\$ 3,702.16	\$ 1,814.35		\$ 66,370.84		\$ 77,190.70
Overhead			\$ 2,065.19	\$ 1,423.82	\$ 12,272.00	\$ 3,656.78	\$ 4,665.38	\$ 8,890.98	\$ 4,664.25	\$ 2,289.79	\$ 1,122.18		\$ 41,050.36		\$ 47,742.45
Profit			\$ 1,845.78	\$ 1,049.13	\$ 7,251.45	\$ 2,920.89	\$ 3,561.56	\$ 5,483.94	\$ 2,969.53	\$ 2,308.05	\$ 838.47		\$ 28,228.80		\$ 34,625.85
ODC Cost			\$ 165.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ -		\$ 765.00		\$ 765.00
Travel Cost			\$ 3,932.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ -	\$ -		\$ 19,658.00		\$ 19,658.00
Total Cost			\$ 11,347.00	\$ 7,396.00	\$ 41,986.00	\$ 15,111.00	\$ 18,391.00	\$ 31,371.00	\$ 17,796.00	\$ 8,900.00	\$ 3,775.00	1,255	\$ 156,073.00	1455	\$ 179,982.00

*Note: Refer to the timeline on page 24 for completion dates.

*Note: Price Proposal includes fifteen trips, three days per trip. The number of trips is negotiable and the cost of travel can be reduced resulting in a savings for the county.

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

REQUEST FOR PROPOSALS

Date: January 24, 2024 (**Amendment #2 - February 29, 2024 [DEADLINE EXTENSION]**)
To: Interested Consultants
Re: Request for Proposals for Hazard Mitigation Plan Update

The County of Mono, Community Development Department (CDD), is soliciting Requests for Proposals (RFPs) to update the “Mono County and Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan” (MJHMP), which was last adopted in 2019. Both jurisdictions addressed by the plan see the MJHMP as a critical tool to support local mitigation projects and activities.

The work is funded by the Hazard Mitigation Grant Program of the Federal Emergency Management Agency (FEMA)/California Office of Emergency Services (CalOES). The final product will be a Multi-Jurisdictional Hazard Mitigation Plan approved by CalOES and FEMA. All services and work must comply with the requirements of that Program and with applicable Federal regulations.

Extensive initial public outreach and review of working documents will be conducted using the network of Mono County Regional Planning Advisory Committees (RPACs) and the Collaborative Planning Team (CPT). The RPACs provide for a community-based planning approach and the CPT ensures broad agency input and collaboration.

The main purpose of this solicitation is to identify and contract with a qualified consultant to perform the scope of work under a FEMA/CalOES grant with a scope of work completion date of March 16, 2026.

All bid materials are posted at <https://www.monocounty.ca.gov/community-development/page/multi-jurisdictional-hazard-mitigation-plan-request-proposals>.

Anticipated Scope of Work

The grant scope of work that may be performed by a consultant, in conjunction with County or Town staff, includes the following:

1. Facilitate Special District Participation/Adoption of MJHMP
 - **Letters of Intent to Participate in MJHMP:** Coordinate/communicate with special districts to secure seven letters of intent or confirm in writing that the District does not wish to participate in the MJHMP. County records show seven Special Districts need to submit letters of intent (below):
 - Antelope Valley Fire Protection District
 - Bridgeport Fire Protection District
 - Chalfant Valley CSD/FPD
 - Paradise Fire Protection District
 - Wheeler Crest Fire Protection District
 - Lee Vining PUD
 - June Lake PUD
 - **Adoption/Annexation of Special Districts into the HMP:** Facilitate plan adoption/annexation of MJHMP by local special districts.
2. Hazard Identification:
 - **Community Profiles:** Update community profiles in the MJHMP. This task will include descriptions of the Town of Mammoth Lakes, Mono County, and the different communities in the County. These profiles provide an overview of the geographic setting, a description of the land uses and planning characteristics, demographic information, and development trends and activities. The profiles will rely on existing information and mapping in the General Plan, as well as new information compiled as part of data gathering for the project. A key component that

will be included in these profiles is the current roadway network that is used for both emergency response activities and potential evacuation purposes.

- Hazard Profiles Development: Review and update the section that describes the type, location, and extent of hazards. Include previous occurrences (e.g., severe repetitive loss and repetitive loss), the probability of future events, update the County's Resource Efficiency Plan (REP; AKA Climate Action Plan) to assess potential impacts of climate change for each hazard type. Climate change will be addressed in the MJHMP in compliance with the requirements of SB 379 and SB 1000. Disaster declarations that have occurred in the region since the last plan was developed will be named/listed and specifically considered during the Hazard Identification phase. The Hazard Identification process will include GIS mapping, Emergency Route Access evaluation and planning, wildfire assessment (via the Community Wildfire Protection Plan [CWPP]), avalanche hazard areas, and threats of potential loss of agriculture land. An understanding of the National Flood Insurance Program (NFIP) program, how to access data, sensitivity of certain information, and how to use that information to fully understand the area's flood risk is critical, along with an understanding of the Community Rating System and how to gain points from a hazard mitigation plan or other outreach efforts that align with a plan update.

3. Risk Assessment:

- Wildfire Hazards Assessment: Review and update the current wildfire setting and mapping throughout the County and Town. As part of this discussion and analysis, it is anticipated that a review of the current CWPP will be conducted and referenced within the MJHMP.
- Emergency Access Routes: Review and update the section that describes emergency access issues and criteria for identifying future alternative access routes. At this scale of analysis, it is difficult to identify specific alignments, however the development of criteria that can help with alignment selection is a fairly straightforward process and can help to minimize future challenges. Key aspects that will be considered include property ownership and agency coordination for areas where state and federal agencies have jurisdiction over future activities.
- Vulnerability Assessment: Review and update the section that describes the vulnerability to identified hazards (including to provide an in-depth, technical risk assessment. Include an overall summary of each hazard and its effect on the community, including a general description of types of structures and land uses affected by each hazard. Evaluate specific hazard rating systems and utilize tools such as Hazus Advanced (Level 2 or Level 3, as needed). Local data should be incorporated into the program through comprehensive data management techniques.
- Critical Facilities Loss Estimate: Utilizing the County and Town GIS, update the section that describes the types and numbers of existing and future structures and facilities and an estimate of potential dollar losses. This may entail research of Assessor records, building data, consultation with fire districts/other special districts, and Sheriff's office.
- Land Use Development Trends: Review/update the section that describes the general description of land uses, potential buildout and development trends. Based on updated general plan and associated support studies, adjust section to reflect latest directives. Review and update analysis on community efforts to reduce its risk to natural hazards, evaluated capabilities, or developed risk reduction projects through other plans and processes. Update the narrative to document the connection between the planning grant and these other planning efforts (ineligible plan elements will not be funded by the project).

4. Mitigation Strategy:

- Mitigation Goals and Objectives: Review and update the section that describes the mitigation goals and objectives to reduce or avoid long-term vulnerabilities to the identified hazards. Review latest mitigation policy and strategies including loss reduction strategies [as identified in FEMA 44 CFE 201.6 (C)(3)], including those of federal and state agencies, Town and County, local special districts and fire safe councils. This will include Emergency Route Access evaluation and planning, Comprehensive Ranking System (CRS) evaluation, wildfire assessment, and threats of potential loss of agriculture land.
- Mitigation Strategies and Actions Development: Review and update the section that identifies and analyzes a comprehensive range of specific mitigation actions. This section will include an

analysis of progress made on previously identified actions and identify remaining tasks and implementation measures.

- Mitigation Action Matrix Development: Review and update the section that describes the prioritization, implementation, and administration process including the responsible agency for mitigation activities. Include significant outreach to the agencies/entities responsible for implementation to assure resource commitment and timeline accuracy.

5. Plan Preparation

- Capabilities Assessment: Review and update the section that describes the incorporation of existing plans, studies, and reports (including the latest California State Hazard Mitigation Plan). Conduct research of agency plans and resource studies and update section. Participate in ongoing fire and hazard planning processes by other agencies, such as the CPUC, CalFire, Caltrans, USFS, BLM, etc.
- MJHMP Team Meetings: HMP Team meetings shall occur via telephone or Zoom to ensure regular and consistent communication on upcoming tasks, identifying potential risks and challenges to success. Participation in the meetings is anticipated to include the Project Managers from Mono County and the consultant team. Other staff or agencies will be invited to participate as needed. The status meetings shall occur to ensure the project remains on time and within budget, and that expectations are being met. The consultant shall develop the agenda and prepare a summary of monthly meeting notes with a list of decisions, actions, and responsible party.
- Plan Maintenance: Review and update the section that describes the methods and schedule of monitoring, evaluating, and updating the plan. Review and update the section that describes the process of incorporating the mitigation plan elements into other planning mechanisms. Review and update the section that describes how the public will continue to participate in the planning process.

6. Plan Drafting:

- Draft MJHMP: Compile information in previous tasks, write draft MJHMP, and publish for public review.
- Review Draft MJHMP & Receive Input: Conduct outreach to agencies, communities, Town of Mammoth Lakes, County, and other applicable stakeholders. Consider and incorporate input.
- Draft Final MJHMP: Draft final MJHMP and publish.

7. Public Engagement/Meetings/Public Hearings:

- Develop a Public Engagement Plan and Create Web Content/Outreach Materials:
 - The project team will identify mechanisms for collecting public comment and will then develop web content and outreach materials (postcards/flyers) accordingly.
 - To support the MJHMP update process, web content will be developed that can be used on a dedicated County webpage for this update (similar to the process conducted in 2017-2019).
 - This content will include a description of the update process, ways to provide feedback (schedule of the 4-6 public workshop meetings, two stakeholder meetings, and five RPAC meetings (plus the potential for three special community meetings, if deemed necessary), and an online and hardcopy survey that allows respondents to participate in the process and offer input during plan development. This is an important strategy for inclusion of residents that are isolated geographically but interested in County issues and able to participate virtually.
 - Outreach materials for distribution to the County and Town of Mammoth Lakes, CPT, RPACs and other relevant groups. The materials are intended for wide distribution to allow input from the greatest number of participants.
- Community Meetings: Attendance at the quarterly CPT meetings, monthly RPAC meetings, and other community meetings as scheduled to discuss the hazard mitigation planning process, share preliminary information with the attendees, and request feedback/input during the planning preparation process, prior to submittal of the final plan to CalOES.

- Attendance at the following meetings:
 - Quarterly CPT meetings (virtual), as needed.
 - Up to eight RPAC/community meetings (in-person; five regularly scheduled meetings and a potential of up to three additional special community meetings, if deemed necessary).
 - Multiple focus group or stakeholder meetings with specific agencies and/or focused on specific topics/hazards, such as transportation, floodplain, avalanche, etc. (usually can be scheduled virtually but some may need to be in-person).
 - Up to two in-person general public meetings, one in north county and one in south county.
 - Up to four virtual or in-person meetings with advisory bodies such as the CPT and decision-making bodies such as the Local Transportation Commission, Mammoth Lakes Town Council, and Mono County Board of Supervisors.
 - Other community meetings as scheduled (typically can be scheduled as virtual meetings).
- The CPT, RPAC/community, stakeholder/focus group meetings are intended to be held during the plan preparation process. The purpose of these meetings will be to discuss the hazard mitigation planning process, share preliminary information with the attendees, and request feedback/input during the planning preparation process.
- The CPT, in-person general public, and decision-making board meetings are intended to review the draft Plan and receive final input prior to submittal to CalOES.

8. Plan Adoption

- Submit Final Plan for State Review: Submit final plan for review by the State at least nine months prior to the end of the performance period.
- Adoption Presentations: Present to Town and County for approval, including development of PowerPoints or other materials needed to present the plan, scheduling public hearings, commission reviews, certification of CEQA documents, and other steps needed for approval. Adoption of the final MJHMP into the Safety Element of the County's General Plan for compliance with AB 2140.
- Facilitate Special District Adoption (As Needed): Facilitate adoption of MJHMP by local special districts, as needed and if applicable.

Timeline and Major Milestones

The anticipated project timeline with major milestones is as follows:

Draft MJHMP	January 2025
Review Draft MJHMP & Public Engagement/Input	January – March 2025
Final MJHMP	March 2025
Final MJHMP Submitted to CalOES	April 2025
Adoption Presentations TOML & Mono County	Jan/February 2026
Scope of Work Completion (CalOES Due Date)	March 16, 2026
Closeout and Reimbursement Claims (CalOES Due Date)	May 15, 2026
FEMA/CalOES HMP Grant Expiration	June 14, 2026

Budget

The County's cost estimate for the total project is \$199,980 of which \$179,982 are federal funds funded by the Hazard Mitigation Grant Program available for a consultant. The County recommends consultants build in a contingency line item for the total amount available for consultant work (\$179,982) to ensure the project stays on budget. The cost estimate is based on estimated hours of staff time on the anticipated scope of work described above. The remaining \$19,998 is a County match and will fund staff time. It is possible that some of the federal funding will need to be available to compensate for County and Town staff time as well.

RFP Requirements

To be considered, a consultant responding to this RFP must provide the following items and/or information in its submittal:

- A cover letter which shall provide the following: name, title, address and telephone number of individuals with the authority to negotiate and contractually bind the company.
- A statement of the consultant's qualifications, including brief biographical profiles of the company and key personnel who will be assigned to work on the project. Any relevant certifications or education should be identified. If applicable, a statement of qualification as a small and minority firm, women's business enterprise, and/or labor area surplus firm (see 2 CFR §200.321), or a disadvantaged business enterprise (DBE).
- Discussion of proposed approach to the above listed project scope, including any assumptions, methodologies, special resources, etc., and a timeline for the completion of the project. If relevant, include any recommendations for additional items which should be added to the project scope to help assure success.
- A brief list of projects similar in scope performed by the consultant on relevant projects with dates of work and references with contact information for each. Projects should demonstrate experience working with special districts and/or conducting a comprehensive needs assessment.
- Current project backlog and the consultant's capacity to commit to the completion of this project.
- A brief statement of qualifications and project summaries for sub-consultants expected to be used on projects, particularly experience working in rural jurisdictions and communities.
- A not-to-exceed cost proposal which is itemized by phase, task, and completion date. Each item must include designated personnel, and estimated hours based upon the Consultant's proposed work plan. Submittal of costs shall include hourly wages showing two separate line items for overhead and profit. Include additional charges for any subconsultant services, equipment, and reimbursable expenses, also showing overhead and profit.
- Upon award and through completion of the project, the successful proposing Consultant will be required to follow applicable federal-aid requirements and shall complete and submit with the agreement the following forms at the time of award:
 - Local Agency Proposer DBE Information (Consultant Contracts) (LAPM 10-02)
 - Any other relevant forms required during the project.
- A disclosure of any financial, business or other relationship that the prospective consultant has with the County or any County employee that may have an impact upon the outcome of the selection process of this project. Alternatively, the consultant shall provide a signed statement that no disclosure is being made because no such relationship exists.
- A general statement on the ability to meet the following minimum insurance requirements:
 - ✓ *General Liability*: \$2 million combined single limit per occurrence. An additional insured endorsement applying to the County of Mono will be required upon contract award.
 - ✓ *Automobile Insurance*: \$1 million combined single limit per occurrence.
 - ✓ *Professional Errors and Omissions Liability Insurance*: \$1 million each occurrence/\$1 million policy aggregate.
 - ✓ *Workers Compensation*: in the legally required amount for employees engaged in the work.
- Any additional information demonstrating the consultant's capabilities as related to the selection criteria listed below.

Scoring Criteria

Each submittal will be reviewed to determine if it meets the requirements contained under "Submittal Requirements." An evaluation committee will evaluate the submitted RFPs based on the following criteria and values:

<i>Item</i>	<i>Selection Criteria</i>	<i>Value</i>
1	Familiarity with hazards and characteristics present in Mono County and the Town of Mammoth Lakes.	40 pts
2	Key personnel's professional qualifications and experience, and recent experience in projects comparable to proposed tasks	30 pts
3	Ability to effectively communicate with staff from multiple jurisdictions, and work with this staff as a team	10 pts
3	Demonstrated capability to meet schedules and complete projects without major cost escalations or overruns	10 pts
4	Verification of cost/pricing data, and evaluation of individual cost elements	10 pts
5	Expedited project timeline/completion date; the current MJHMP expires on June 6, 2024.	20 pts

Per the *Pricing Guide for Recipients and Subrecipients under the Uniform Rules (2 C.F.R. Part 200)* and in order to comply with cost analysis requirements under 2 C.F.R. §200.323, the technical evaluation shall also consider the following:

1. An evaluation of estimated necessary labor-hours with an indication as to where adjustments are desirable;
2. Reasonableness of proposed material type, quantity, and necessity (if applicable);
3. The need for acquiring equipment and which equipment should be considered as general purpose or unique to the performance of a particular contract (if applicable);
4. The possibility and availability of recipient or subrecipient property (if applicable);
5. Number, location, and need for any recipient or subrecipient funded trips by contractor personnel;
6. A summary statement as to whether or not labor, material, travel, and other cost elements are reasonable along with the evaluator's rationale.

The evaluation committee may choose to conduct oral interviews with the "short listed" top firms selected from the initial evaluation, or may select a top-ranked consultant based on RFP submittals. Cost negotiation with the top-qualifying firm(s) will follow the evaluation, and then the selected firm will be expected to enter into a contract with the County to govern the provision of those services, including a fee schedule. The contract will need to be approved by the Mono County Board of Supervisors prior to initiation of any services.

Questions about this RFP are **due by 5 pm on Tuesday, February 20, 2024**, and must be sent in writing to kkarl@mono.ca.gov. Responses to all questions will be posted online only on the RFP webpage by 5 pm on February 23, 2024.

RFP Submittal

- **Deadline:** To be considered, two hard copies (one unbound) and one digital copy of the consultant's **RFP must be submitted to CDD by 5 pm on ~~Monday, March 4, 2024~~. Monday, March 11, 2024**. Consultants are advised that, due to its remote location, overnight delivery to Mammoth Lakes by USPS, UPS, FedEx, and other carriers should be scheduled as a two-day delivery.
- **Send to:**
Mono County Community Development Department
c/o Kelly Karl
1290 Tavern Rd., Ste 138
P.O. Box 347
Mammoth Lakes, CA 93546
- **Modification or Withdrawal of Submittals:** Any RFP received prior to the date and time specified above for receipt may be withdrawn or modified by written request of the consultant prior to the submittal deadline.
- **Property Rights:** RFPs received become the property of the County and all rights to the contents therein become those of the County.
- **Confidentiality:** Before award of the contract, all submittals will be designated confidential to the extent permitted by the California Public Records Act. After award of the contract (or if not awarded, after rejection of all submittals), all responses will be regarded as public records and will be subject

to review by the public. Any language purporting to render all or portions of the submittals confidential will be regarded as non-effective and will be disregarded.

- **Amendments to Request for Qualifications:** The County reserves the right to amend this RFP by addendum before the final submittal date.

Federal Funding Requirements for Contract Award

This contract award is subject to Federal Funding Requirements (2 C.F.R. § 200.326 and 2 C.F.R. Part 200, Appendix II). Please see Attachment 3 for more information on applicable FEMA contract provisions/requirements.

Review and Selection Schedule

Submittals will be evaluated using the criteria described above. It is CDD's intention to evaluate submittals to award the contract, select consultants for interviews if necessary, and notify those consultants within two weeks of the deadline for submittals. A consultant could be notified of selection for contract award within two weeks of the interview date.

Before a formal award is made, the County will confirm that the consultant is not listed on the governmentwide exclusions in the System for Award Management (SAM). SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties that are debarred, suspended, or otherwise excluded, or declared ineligible under statutory or regulatory authority other than Executive Order 12549.48.

This RFP does not commit the County to award the contract, to pay any costs incurred in preparation for this request, or to procure or contract for services. The County reserves the right to accept or reject any or all submittals received as a result of this request, to negotiate with any qualified firm or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the County to do so.

Please contact Kelly Karl, at (760) 924-1809 or by email at kkarl@mono.ca.gov should you have any questions or comments regarding this request.

Links:

1. 2019 Town of Mammoth Lakes & Mono County Multi-Jurisdictional Hazard Mitigation Plan: https://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/9617/mono_county_mjhmp_final_052919_w-appdx.pdf

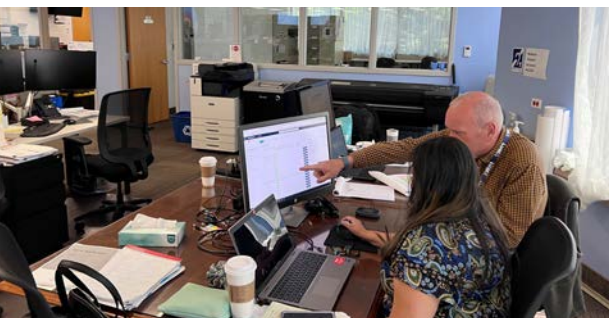
Attachments

1. Draft 2024 Schedule/Budget for Grant
2. FEMA Contract Provisions Guide

HAZARD MITIGATION PLAN UPDATE



A Proposal for Mono County Community Development Department

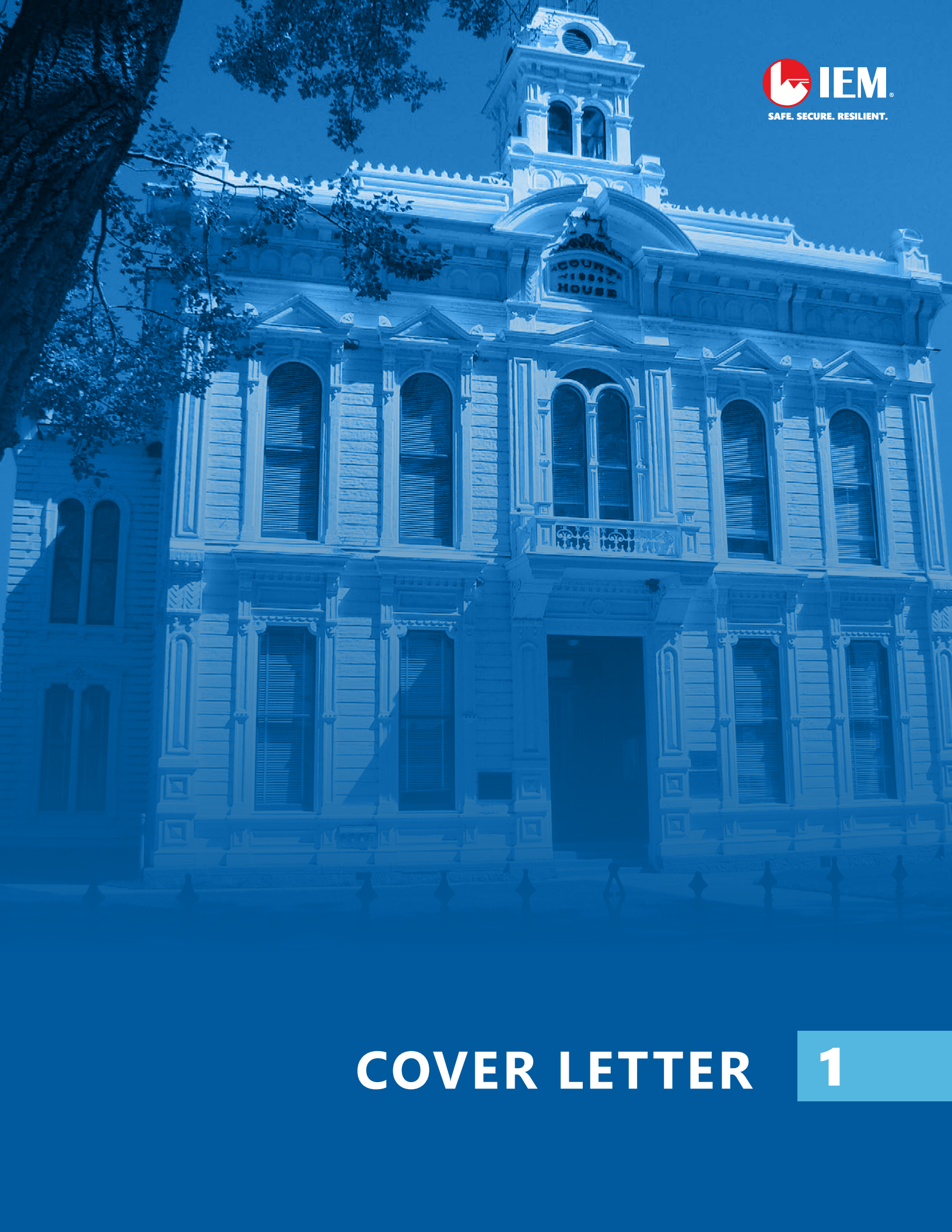


MARCH 4, 2024

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COVER LETTER

1



P.O. Box 110265
Research Triangle Park, NC 27709

919-990-8191

www.iem.com



Kelly Karl
Planner
Mono County Community Development Department
1290 Tavern Rd., Ste 138
Mammoth Lakes, CA 93546

Dear Kelly Karl:


IEM International, Inc. (IEM) is pleased to respond to a Request for Proposals from the Mono County Community Development Department to update the Mono County and Town of Mammoth Lakes Multi-Jurisdictional Hazard Mitigation Plan (MJHMP).

For 39 years, IEM has assisted local communities, states, tribes, and other planning entities with all phases of emergency management, disaster response, and recovery, including hazard mitigation planning and program development. IEM is excited to have the opportunity to be a part of the evolution of Mono County's planning process and stands ready to implement experience and lessons learned through decades of countywide level hazard mitigation planning and implementation. Our planning team will ensure the Mono County HMP is up-to-date and relevant.

IEM will deliver mitigation implementation tools that the County can enact immediately. We will ensure the HMP meets or exceeds FEMA planning requirements, incorporates initiatives from stakeholders and the public, and reflects the County's goals.

The undersigned, **Keith Reynolds**, is an officer of IEM and is authorized to negotiate on IEM's behalf and to obligate IEM to perform the commitments outlined herein. Mr. Reynolds can be reached by telephone at 225.952.8191 ext. 8917, by email at Contracts@iem.com, or by mail at the address included in the letterhead above. **Jeanne Bunting**, the programmatic contact for IEM's proposal, can be reached by telephone at 785.554.9978 or via email at Jeanne.Bunting@IEM.com.

Sincerely,

DocuSigned by:

061CFB635EAD428
Keith Reynolds

Manager, Contract Administration



QUALIFICATIONS

2.0 STATEMENT OF QUALIFICATIONS

In serving the nation in various capacities, IEM has completed many hazard mitigation plans and projects funded by federal programs. **Figure 1** on the following page highlights IEM’s use of the **Hazard Mitigation Grant Program (HMGP), Pre-Disaster Mitigation (PDM), Flood Mitigation Assistance (FMA), Build Resilient Infrastructure and Communities (BRIC), Community Development Block Grant Disaster Recovery (CDBG-DR), and Community Development Block Grant Mitigation (CDBG-MIT) funds** to complete hazard mitigation assistance projects and plans nationwide. Mono County, California’s Eastern Sierra, boasts of sparkling clear waters such as Mono Lake with its ancient inland sea & bird sanctuary, hot springs, and hiking trails, making it a paradise for outdoor enthusiasts and nature lovers.

However, Mono County and the town of Mammoth Lakes are not immune to natural disasters. IEM can assist the County, the Town of Mammoth Lake, and its special districts in updating their Multi-Jurisdictional Mitigation Plan. This will help Mono County and the plan participants break the cycle of disaster damage and recovery. IEM will support the county throughout the process, from identifying and reaching out to stakeholders to conducting a risk assessment and developing a comprehensive mitigation strategy. This strategy will address all hazards identified by the County, including wildfire, severe winter weather and snow, earthquake and seismic hazards, volcanoes, climate change and all other hazards facing the County, Town of Mammoth Lakes, and the special districts within. IEM will facilitate meetings and outreach, research and collect data, and develop goals, objectives, and actions. We will present a completed draft plan update. Our team of former State Hazard Mitigation Officers, skilled support staff, connections, and experience with Hazard Mitigation Plans will provide the necessary capabilities, expertise, and qualifications to develop the Mono County and Mammoth Lakes Multi-Jurisdiction Hazard Mitigation Plan.

IEM Years of Experience

39+ Preparedness Planning

39+ Administrative Support & Program/Grant Management

27+ Response & Recovery (PA)

28+ Exercise & Training

21+ Mitigation & Risk Reduction

IEM. COAST to COAST EXPERIENCE

14+ Yrs SHMO Expertise

\$1.7B Global Match Approved

97% Proven BCA Success Rate

Advanced Level HAZUS Capabilities

EMAP Accreditation Successes

HELPING COMMUNITIES BE SAFE, SECURE, and RESILIENT

★ Employs Former State Hazard Mitigation Officer

Hazard Mitigation Assistance

- Division of Homeland Security and Emergency Services (NY) | HMGP | PDM | FMA | BRIC | CDBG-DR
- Nebraska Emergency Management Agency (NE) | HMGP | PDM | FMA | BRIC
- Virginia Department of Emergency Management (VA) | HMGP | PDM | FMA | BRIC
- Division of Emergency Management (UT) | HMGP | PDM | FMA
- Governor's Office of Homeland Security and Emergency Preparedness (LA) | HMGP | PDM | FMA | SWIFT
- Georgia Emergency Management and Homeland Security Agency (GA) | HMGP | PDM | BRIC | FMA
- Delaware Emergency Management Agency (DE) | HMGP | BRIC | FMA
- Central Office for Recovery, Reconstruction, and Resiliency (PR) | HMGP
- Galveston County (TX) | HMGP | CDBG-MIT
- Iowa Homeland Security & Emergency Management (IA) | HMGP
- Indiana Department of Homeland Security (IN) | HMGP
- Office of Community Development (LA) | HMGP
- City of Houston (TX) | HMGP
- Assumption Parish (LA) | HMGP
- Tensas Parish (LA) | HMGP
- Washington Parish (LA) | HMGP
- Jacksonville State University (AL) | HMGP
- Florida Keys Electric Cooperative (FL) | PDM
- Eddy County (NM) | PDM
- Puerto Rico Department of Housing (PR) | CDBG-DR | CDBG-MIT
- Harris County Water Control & Improvement District No. 74 (TX) | CDBG-DR
- City of Logan (UT) | BRIC
- Port of Charleston (SC) | HMGP
- Philadelphia OEM (PA) | FMA | SWIFT
- Utah Direct Technical Assistance
- MT Montana Disaster Mitigation & Resiliency Program

Local Hazard Mitigation Plan

- City of Diamond Bar (CA)
- City of Georgetown (TX)
- City of Grand Prairie (TX)
- City of Leander (TX)
- East Feliciana Parish (LA)
- Iberville Parish (LA)
- Rapides Parish (LA)

Multi-Jurisdictional Hazard Mitigation Plan

- Chester County (PA)
- Chittenden County (VT)
- Herkimer County (NY)
- Mississippi Emergency Management Agency (MS)
- Santa Clara County (CA)
- Washington County (OR)
- San Patricio County (TX)
- Rensselaer County (NY)
- Glenn County (CA)

Regional Hazard Mitigation Plan

- MT Regional Hazard Mitigation Plan Reviews

State Hazard Mitigation Plan

- Alabama Emergency Management Agency (AL)
- Delaware Emergency Management Agency (DE)
- Division of Homeland Security and Emergency Services (NY)
- Florida Division of Emergency Management (FL)
- Governor's Office of Homeland Security and Emergency Preparedness (LA)
- Nebraska Emergency Management Agency (NE)
- Tennessee Emergency Management Agency (TN)

Tribal Hazard Mitigation Plan

- Seminole Tribe of Florida | Enhanced (FL)

Figure 1: IEM's Coast-to-Coast Experience

2.1 KEY PERSONNEL

IEM has an outstanding record of success in collaborating on new and updated plans, particularly within the Mitigation Programs division. By employing a whole-community approach, the team ensures inclusive and cohesive efforts with all necessary stakeholders. Led by a diverse group of professionals with varied backgrounds and expertise, the team is well-equipped to meet the unique needs of each community within the planning area. Their commitment to excellence is evident in the dedicated work of **Michele Jones** (Program Manager), **Jeanne Bunting**

(Project Manager), **Casey Garnett** (Deputy Project Manager/Lead Planner), **Myrna Chase** (planner and outreach specialist), **Kate Smith** (GIS and planner), **Lisa Poziomek** (planner), and **Sabrina Lunsford** (planner). Fire and other wildfire subject matter experts **Kenneth Taylor** and **Diana Rothe-Smith** will be able to complete the wildfire/CWPP portions of this plan update. IEM's experience writing and updating Hazard Mitigation Plans, combined with our nationwide presence and in-depth understanding of various hazard types, allows us to introduce best practices and innovative solutions tailored to the needs of each community they serve. With our collaborative approach, diverse expertise, and commitment to excellence, IEM is the ideal partner to assist the County of Mono and the Town of Mammoth Lakes with their Multi-Jurisdictional Hazard Mitigation Plan (MJHMP). All efforts will be made to include the RFP-identified special districts in the plan. Full resumes of our key personnel are located in **Appendix A: Resumes**. Below is an organizational chart for the proposed IEM team:

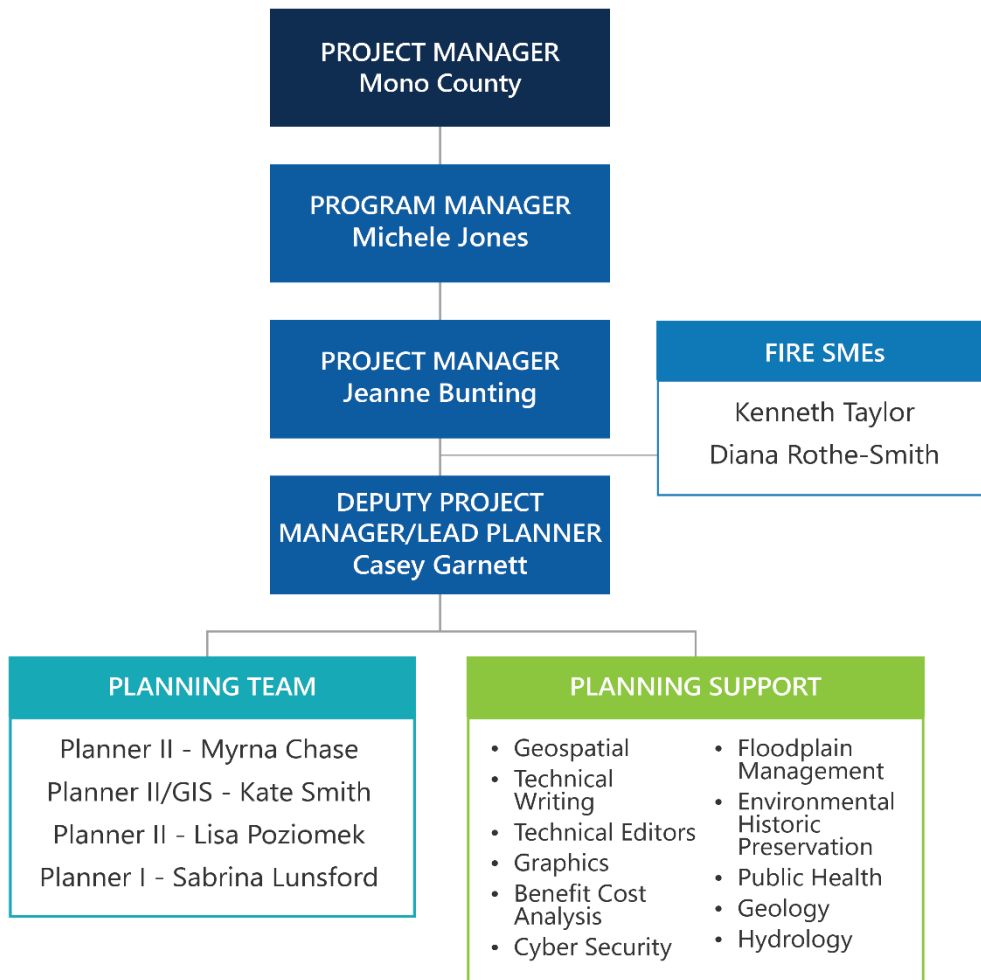


Figure 2: Organizational Chart

2.2 WBE/MBE

For nearly four decades, IEM International, Inc. (IEM) has been at the forefront of supporting the nation's most significant emergency management initiatives, including homeland security, disaster preparedness, mitigation, and response and recovery projects. Founded by Madhu Beriwal in 1985, IEM is headquartered in Morrisville, North Carolina. IEM is the world's largest woman- and minority-owned homeland security and emergency management company.

IEM holds a Women's Business Enterprise (WBE) certification through the Women's Business Enterprise National Council (WBENC) and a WBE and Minority Business Enterprise (MBE) certification from the National Women Business Owners Corporation (NWBOC). IEM presents our WBE and MBE certifications in **Appendix B: Forms**.

PROPOSED APPROACH

3

3.0 PROPOSED APPROACH

IEM stands ready to collaborate with the County to develop an MJHMP that reflects the risks, needs, and values of Mono County, the Town of Mammoth Lakes, and their planning partners. As “California’s Eastern Sierra,” Mono County’s serene natural landscape, historic attractions like Mono Lake, the Sierra Nevada Mountain range, and over two million acres of forests, streams, and rivers make it an attractive place to live and work. It also brings with it unique considerations like the possibility of severe winter weather, an influx of temporary visitors, particularly during the peak winter season, small communities with few alternative access routes, and challenges fighting wildfire like steep slopes, narrow roads, and a lack of a reliable water source.

We commend the County and Town’s work to address these and other kinds of risk, including introducing the new READY Mono preparedness and response portal. The 2026 MJHMP planning process represents the opportunity to reevaluate the participating jurisdictions’ risks, vulnerabilities, mitigation capabilities, and overarching approach to reducing the loss of life, property, and livelihoods from hazards. Through active jurisdiction, stakeholder, and public participation, we will help Mono County, the Town of Mammoth Lakes, and the special districts (i.e., the plan participants) assess, prioritize, and identify mitigation actions to reduce the risks of the hazards the jurisdictions select and continue to ensure Mono County is a safe place to live, work, and recreate.

FEMA Disaster Declarations for Mono County, CA (2000-2024)



Source: FEMA Declaration Data.

Local Mitigation Planning Policy Guide
 FP 206-21-0002
 Released April 19, 2022, Effective April 19, 2023
 OMB Collection #1660-0062
 FEMA

IEM understands that the County seeks an experienced firm with a background in developing hazard mitigation plans in accordance with Hazard Mitigation Grant Program (HMGP) requirements to assist with updating the existing MJHMP following the requirements of the Disaster Mitigation Act of 2000 (DMA 2000) and its implementing regulations in 44 CFR Part 201, under 44 CFR Part 201.6 (Local Mitigation Plans). Furthermore, the updated MJHMP will follow the most recently published FEMA and Cal OES guidelines. This plan, once adopted, will allow Mono County and its partners to remain eligible for HMGP, HMGP-PF, BRIC, FMA, and other grant funding. Our staff understands the value of having a current adopted hazard mitigation plan and appreciates that both jurisdictions see the MJHMP as a crucial resource for mitigation activities. Our staff has been at the forefront of developing plans in California that meet the new Federal Emergency Management Agency (FEMA) guidance outlined in the Local Mitigation Planning Policy Guide, which went into effect on April 19, 2023.

IEM completed the Santa Clara County Multi-jurisdictional Hazard Mitigation Plan, one of the first in California to be approved under the new planning guidance.

One way in which we ensure timely delivery and review is through our compliance with state and federal policy throughout the planning process. Casey Garnett, our Lead Planner for this project, also provides clients with her knowledge of plan development as a former FEMA plan reviewer well-versed in the current guidance from the federal perspective. This ensures our clients are aware of the significant changes that have been made to the prior mitigation planning process, including an increased emphasis on stakeholder participation, such as engaging underserved communities and socially vulnerable populations, evaluating the impacts and potential mitigation measures for community lifelines, incorporating climate change, and expanding mitigation actions. New methods are necessary for mitigation plans to meet these elements. IEM’s flexible approach, emphasis on meeting our client’s needs, and ability to adapt our services based on best practices and lessons learned have served us well during the transition to this new guidance. Throughout the Mono County MJHMP update process, we will work closely with Cal OES and FEMA to ensure our approach continues to meet or exceed industry requirements. The technical and administrative services we are offering are represented by the six tasks shown below in **Figure 3**.

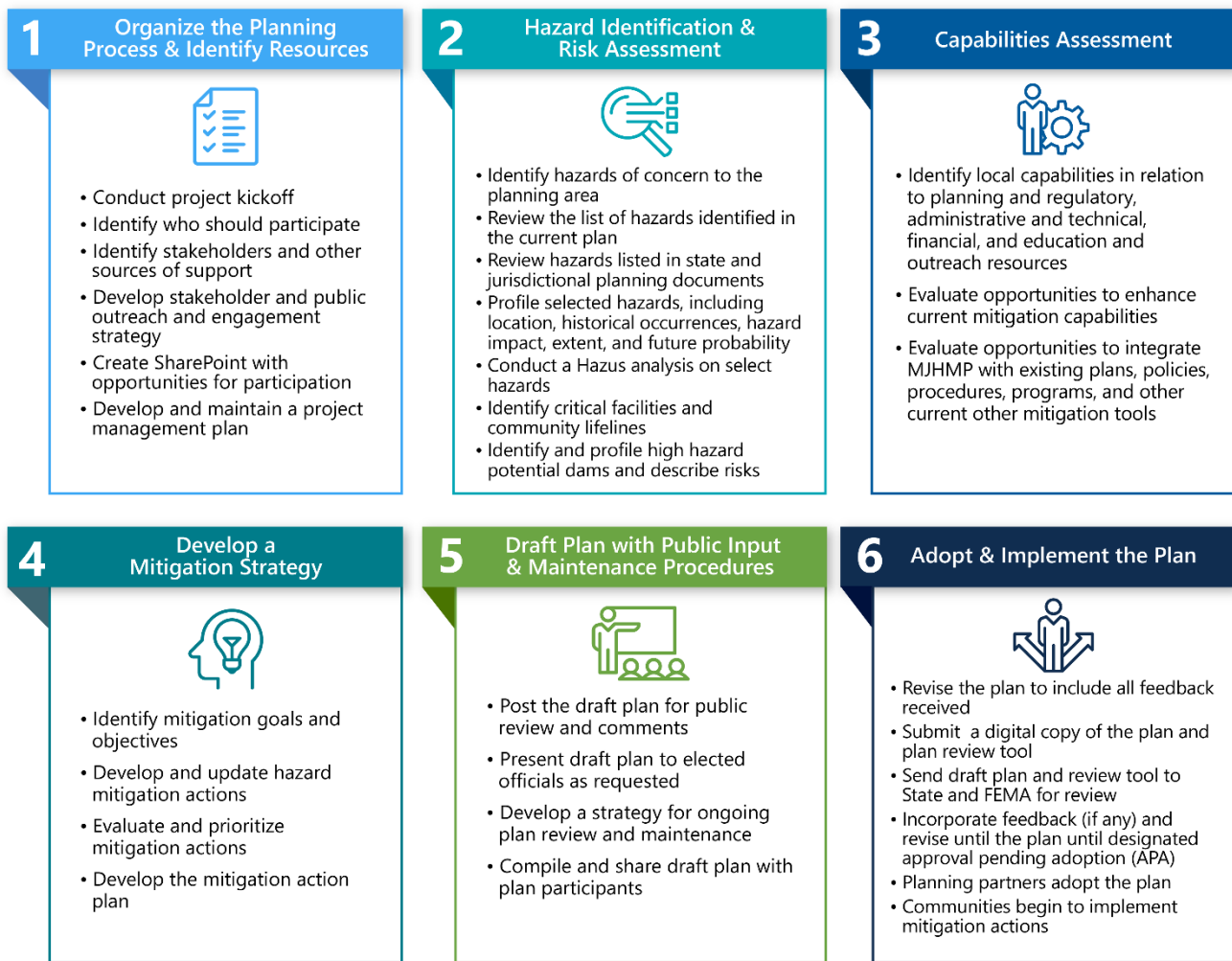
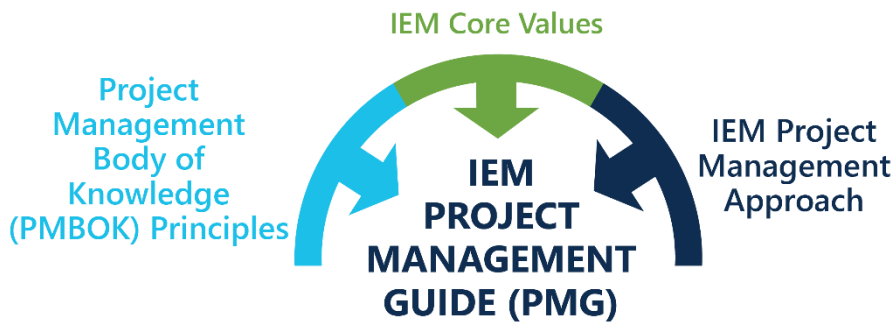


Figure 3: Six Task Plan

At IEM, we believe project management is critical to the success of every project we undertake. IEM’s approach to project management has been honed through decades of providing high-quality, cost-effective services and excellent customer responsiveness to a variety of government and private-sector clients. IEM’s project management

process is designed to ensure consistent engagement with Fresno County throughout the project, quality and timely deliverables, and the ability to pivot depending on our client’s changing needs. The IEM Project Management Guide (PMG) is used for all IEM projects and represents our Project Management methodology, which combines IEM’s Core Values with the principles set forth in the Project Management Institute’s Guide to the Project Management Body of Knowledge (*PMBOK® Guide*).



Through IEM’s approach to Project Management, our customers benefit from:

- Consistent delivery of high-quality work across all deliverables.
- Operational efficiencies that enable IEM to meet schedule and budget constraints.
- A scalable process supporting the flexible and responsive performance of project teams.
- Projects that produce meaningful outcomes and create value.
- Readily available metrics to track financial, resource, and schedule status.
- Robustness sufficient to keep IEM staff working at peak performance regardless of demand or ongoing disaster events.

Our work is also strongly informed by the preferences of our clients. A hallmark of our approach is the fact that our plans are not templated but tailored to meet the individual needs of our clients. We strive to ensure consistent, open, and collaborative communication starting from the very first meeting throughout the planning process. During the admin kick-off meeting, IEM will work with the Mono County Community Development Department (CDD) to create a meeting schedule and develop a list of key stakeholders and agencies who will participate in the planning process. IEM believes in a Whole Community approach to planning. This approach calls for engaging all community sectors in the four phases of emergency management—preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. We will work with the CDD to identify a broad range of stakeholders and opportunities for public involvement. We will also establish an approach to regular MJHMP Planning Team touchpoints, such as a weekly, biweekly, or monthly meeting between the IEM team and the Mono County Project Managers. If county staff time allows, we also recommend implementing a rolling review process of the draft plan as sections, ensuring transparency of our work and allowing us to adapt on an ongoing basis to meet the expectations of the county.

In addition to drafting the plan update, IEM will be responsible for facilitating and conducting all planning meetings and workshops as described in the RFP. With the guidance of CDD, the IEM team will ensure that all workshop content and supporting materials, including meeting notes, will be developed and provided to the participants. Our staff are comfortable and experienced in conducting both in-person and virtual meetings. In our experience, hybrid planning meetings typically have the best attendance, particularly in the post-COVID environment. We will work with CDD to identify the best meeting format for the county. Sometimes, key stakeholders are unable to attend group meetings despite best efforts to pick times best for all. As a part of our planning approach, we will offer one-on-one follow-up meetings and outreach to ensure missing information is gathered from all key partners identified by CDD. Documentation and note-taking will be performed by IEM and distributed as requested. A SharePoint site

will be provided to ensure maximum visibility of all documents and documentation, including meeting notes and presentations. Together, IEM will work with the CDD, plan participants, stakeholders, and the public to ensure the draft plan is developed by January 2025.

3.1 FACILITATE SPECIAL DISTRICT PARTICIPATION/ADOPTION OF MJHMP

IEM understands that under the new mitigation grant guidance, FEMA expects special districts to participate in and adopt the applicable local hazard mitigation plan in order to be able to apply directly for FEMA mitigation grant funding. To ensure Mono County's special districts remain eligible to apply themselves for mitigation grants, IEM will be responsible for connecting and coordinating with the seven special districts to confirm their participation in this plan update. This includes working with:

- Antelope Valley Fire Protection District
- Bridgeport Fire Protection District
- Chalfant Valley CSD/FPD
- Paradise Fire Protection District
- Wheeler Crest Fire Protection District
- Lee Vining Public Utility District (PUD)
- June Lake PUD

The process begins by securing letters of intent from each District that wishes to participate or written confirmation that the District does not want to participate in the MJHMP update. For those who wish to participate, IEM will provide a sample letter of intent, develop an annex on their behalf, and coordinate with them as full participants in the planning process. If any of the identified Districts do not or cannot participate at this time, IEM will work with them to confirm their intent not to participate and document any recommended information, plans, studies, or other resources they could provide the rest of the plan participants.

In our experience, special districts often have important connections to the community and valuable data in addition to representing crucial community lifelines in California. Our staff has recently supported special districts via email, calls, and through meetings designed to engage their staff and draft annexes that reflect their unique legal and geographic statuses. A recent example of our experience includes our work with the Santa Clara Valley Water District, which provides water to Santa Clara County and relies on our support in developing the Santa Clara MJHMP update in order to be eligible to receive mitigation grant funding from FEMA. Throughout the plan update, we engaged with Valley Water on topics including the NFIP, locations of vulnerable communities, historic flood records, flood risk reduction capabilities, and more. This data was integrated throughout the plan in the applicable sections and in Valley Water's annex, which Cal OES and FEMA approved in accordance with the new planning guidance. This success was partly due to IEM's consistent communication and frequent meetings and calls with the special district to ensure their unique needs were met. We can provide similar dedicated support to Mono County's special districts.

3.2 HAZARD IDENTIFICATION

IEM will conduct advanced Hazard Identification and Risk Assessment (HIRA) to help the plan participants identify and analyze the impact of hazards of concern and specific jurisdiction vulnerabilities. IEM will facilitate a discussion with the plan participants on what hazards to assess as part of this plan update at the Kickoff Meeting. This could include the hazards currently profiled, including avalanche, dam failure, disease/pest management, drought, earthquake and seismic hazards, extreme heat, flood, landslides, hazardous materials, severe wind, severe winter weather, snow, volcanoes, and wildlife collisions, as well as new hazards identified by the plan participants. In order to help facilitate this discussion, IEM will provide an overview of the hazards identified in neighboring plans and the 2023 State Hazard Mitigation Plan. In addition, IEM will be responsible for:

- **Community Profiles:** IEM will update the Community Profile section of the MJHMP, including a description of the physical setting, history, community demographics, land uses, development trends and future development, infrastructure systems, and critical facilities for each of the plan participants. The current descriptions will be expanded to include the community lifelines, or essential service elements, outlined in FEMA’s Lifelines Toolkit 2.0, including a more detailed description of transportation infrastructure for emergency response and evacuation purposes. Further, IEM will lead discussions on how any changes in development have increased or decreased hazard vulnerability.
- **Hazard Profiles Development:** IEM will be responsible for updating and drafting all hazard profiles, including clearly identifying all required elements such as the type, location, and extent of hazards, previous occurrences, severe repetitive loss and repetitive loss structure, future probability, and the influence of climate change on the hazards. There will be an in-depth discussion of how climate change has affected past and current hazard occurrences and how climate change is projected to affect the development and occurrence of future hazard incidents. Each profile will also include clear and factual problem statements outlining the underlying risks the plan participants seek to mitigate.
- **GIS Mapping:** IEM’s experienced GIS Team will support the update of GIS maps. This could include but is not limited to maps of high-risk hazard areas, areas with vulnerable populations, areas of mitigation interest, and the wildland-urban interface.
- **National Flood Insurance Program (NFIP):** Our staff will coordinate with the appropriate agencies to document the jurisdictions’ participation in the NFIP and repetitive loss/severe repetitive loss information as required. This information can not only help meet minimum mitigation planning requirements but also support identifying needs for mitigation actions.

In addition, the Hazard Identification process will integrate information on Emergency Route Access evaluation and planning, the wildfire assessment, avalanche hazard areas, and threats of potential loss of agricultural land. Further details on how the complete hazard assessment will be conducted are included below.



Figure 4: Community Lifelines

3.3 RISK ASSESSMENT

A thorough understanding of risk and vulnerabilities will be vital to developing local mitigation actions that meet the unique needs of the plan participants. IEM will review existing plans, studies, reports, and technical information, including the updated 2023 California State Hazard Mitigation Plan, California Adaptation Planning Guide, Preparing a Community Wildfire Protection Plan: A Handbook for Wildland-Urban Interface Communities, Guides to Expanding Mitigation, and other applicable guidance documents. Using additional tools, including multiple tools that have been developed since the last plan update, like FEMA’s National Risk Index, NOAA’s Storm Events Database, the

Climate and Economic Justice Screening Tool, Flood Insurance Studies, USGS ground acceleration mapping, NOAA Storm Events Database, the U.S. Drought Monitor, Cal OES’s My Hazards, Cal Fire hazard risk mapping, a digital stakeholders survey, and interviews with individuals and stakeholders as necessary will enable IEM and the plan participants to update the risk assessment with the best available data.

IEM will also help complete the wildfire hazards assessment. IEM has worked with multiple jurisdictions across northern California, including conducting hundreds of Phases I, II, and III ESAs for the 2018 Carr and Mendocino Fires and engaging in a variety of wildfire projects with multiple counties within the Bay Area, the Bay Area UASI, Los Angeles County Office of Emergency Management, Los Angeles Worldwide Airports, Orange County Transportation Authority, Kern County, and San Diego County. Our team has helped map and model Fire Hazard Severity Zones (FHSZ), the Wildland Urban Interface (WUI), at-risk areas fire spread modeling using multiple spatial and weather scenarios, and locations of vulnerable populations for planners. We will integrate the following steps for developing a Community Wildfire Protection Plan into the MJHMP update.

8-STEPS TO DEVELOPING A COMMUNITY WILDFIRE PROTECTION PLAN



Figure 5: Community Wildfire Protection Plan Approach

Our planning team will also help review and update the section on emergency access issues and criteria. While it is acknowledged that specific alignments may be difficult to identify, there is still an opportunity to identify mitigation opportunities.

IEM will further develop a vulnerability assessment, which includes a critical facility loss estimate and evaluation of current land use development trends. Under the new planning guidance, our staff is familiar with how Cal OES FEMA is looking more closely at the Vulnerability Assessment to understand not just general statements on who or what may be the most vulnerable but more jurisdiction-specific details and a rationale for *why* these community-identified assets are vulnerable. To help meet these requirements, we will develop problem statements that clearly connect the vulnerability assessment to the mitigation actions selected. Integrating local information, like working with the Mono County Public Health Department to identify areas of mitigation interest that could address the risks of access and functional needs populations, can help make this vulnerability assessment a useful resource when developing effective mitigation actions.

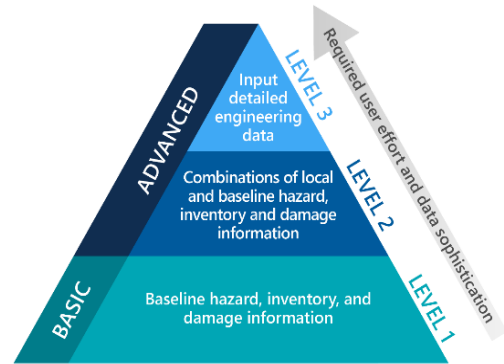


Figure 6: Levels of HAZUS Assessment

IEM’s GIS Team will work with the plan participants to analyze and map areas of concern and vulnerability and ensure the best available data is incorporated into the loss estimate. In updating the plan, IEM’s seasoned GIS Team can utilize the FEMA HAZUS 6.1 Risk Assessment Tool to estimate damage from the hazards for which there are HAZUS modules. The HAZUS software analyzes the effect of the hazards on critical facilities and infrastructure. It produces potential damage and loss estimates for all public and privately owned assets in the planning area. HAZUS Modules are available to assess risk from flooding, earthquake, and high winds-related hazards. The GIS Team’s use of HAZUS data is even more effective in predicting damage estimations based on stakeholder input about hazard locations and structural values. Incorporating more specific information on the City’s critical infrastructure will provide higher-quality data for decision-makers. We will work with the plan participants and all relevant stakeholders to identify and incorporate this kind of data. Using historic or scenario-based modeling, we can generate projected economic losses, building damage, and social impacts for those hazards that HAZUS does not model.

The IEM team of geospatial experts brings a broad array of tools for analyzing complex data and sharing results in a way that makes data meaningful for decision-makers through static maps and dynamic online solutions. Our team has developed numerous geospatial solutions, including custom web applications and dashboards, to enhance customer ability to better understand their capabilities, risks, and challenges. The graphic below includes an example of the kind of informative data our GIS team can provide.

IEM's Advanced HAZUS Runs Helps New York City Analyze Natural Hazard Risk

IEM GEO ran loss estimation modeling to help assess potential vulnerability and losses associated with hazards impacting New York City. These hazards include coastal flooding, inland flooding (e.g., moderate stormwater flooding), coastal storms (flooding and wind), and earthquakes. To perform these analyses, the team used FEMA's Hazus 6.0 software, which identifies areas at high risk for natural hazards and estimates the physical, economic, and social impacts of probabilistic and deterministic events.

To provide accurate loss estimates, the IEM GEO team performed an Advanced Level 2 Hazus analysis. This required developing an updated user defined dataset to replace generalized national data with local inventory of buildings, essential facilities and infrastructure, and generated flood depth maps that represent extent and water depth for inland, coastal and sea level rise flood scenarios.

Developing the user defined datasets required aggregating NYC open source data to make updates to the default Hazus inventory. IEM GEO utilized a dasymetric mapping technique and modified the census block geometry to represent the building footprint. The new census block building footprint was then aggregated with a point geometry building dataset with updated content such as building height, area, estimated replacement costs, and occupancy type and then was imported into Hazus to update the General Building Stock data. Other updated inventory includes the essential facilities, such as medical centers or fire stations; transportation facilities and components; utility facility components; and high-loss structures, such as dams and nuclear power plants.

Flood depth maps were developed using NYC open data digital elevation models (DEM) and FEMA preliminary flood insurance rate maps. IEM GEO used base flood elevations (BFE) to create a water surface elevation level grid (WSEL) to represent the height of the flood water, then subtracted the DEM from the WSEL to produce depth of flood water while factoring ground elevation. In the absence of BFEs, the flood extent polygon boundaries were used to create a WSEL. These flood depth maps were combined with the dasymetric building footprint dataset for coastal and inland flooding runs and improved the accuracy of the flood loss estimates.



Figure: Building Footprint Dasymetric Data and 2080 Sea Level Rise Water Depth Extent in Kings County, NY

Model runs were completed for the following:

- Coastal flooding for 100- and 500-year flood events
- Coastal flooding for 2050, 2080, and 2100 sea level rise flood events
- Inland flooding for current sea level and 2050 sea level rise flood events
- Historic 1884 epicenter earthquake event
- Probabilistic earthquake event for 100, 250, 500, 1,000 and 2,500 year return periods
- Historical 2012 Hurricane Sandy coastal storm with storm surge
- Probabilistic coastal storms for 20, 50, 100, 200, 500 and 1,000 year return periods
- Coastal storms with storm surge for 20, 50, 100, 200, 500 and 1,000 year return periods

Throughout the project, IEM GEO compiled documentation material to provide NYCEM with a data dictionary, the intermediate data, Hazus run settings, and overall results and findings into a Methodology report.

Further, our maps and data analysis can be used to overlay areas of known vulnerabilities or important community lifelines with high-risk hazard locations. This information helps decision-makers determine where to prioritize mitigation efforts. The following demonstrates an example of this kind of work.

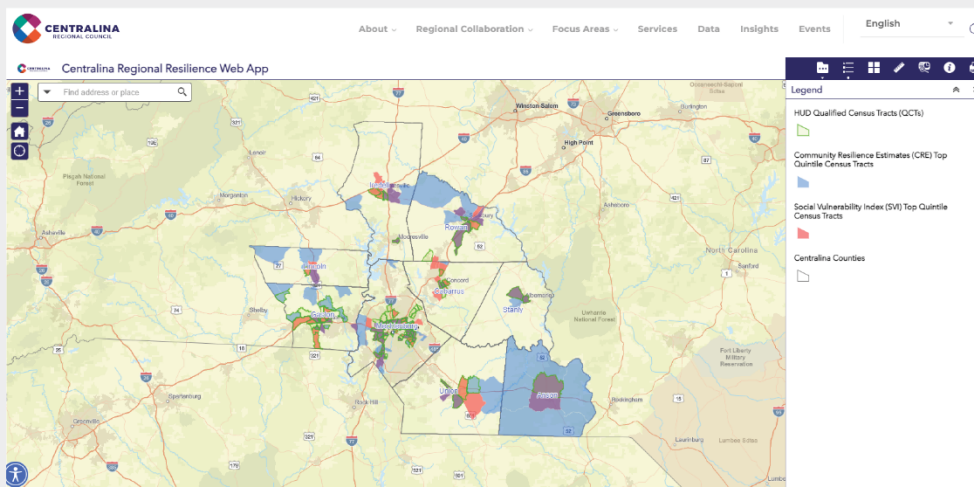


Figure 13: Centralina GIS Equity and Resilience Mapping Tool

IEM GEO developed an ArcGIS Online web mapping application known as the Centralina GIS Equity and Resilience Mapping Tool for the Centralina Economic Development District (CEDD) to allow users to better understand regional infrastructure and vulnerabilities in the nine-county Centralina region centered around Charlotte (Figure 13). The tool identifies critical facilities and infrastructure, hazard layers such as floodplains, and resilience and vulnerability measures such as the CDC’s Social Vulnerability Index and the Census Bureau’s Community Resilience Estimates (CRE).

Figure 7 Centralina GIS Equity and Resilience Mapping Tool

3.4 MITIGATION STRATEGY

After the Hazard Identification, Risk Assessment, and Capabilities Assessment are complete, IEM will help facilitate the development of the Mitigation Strategy. An effective mitigation strategy serves as a blueprint for reducing the potential losses within the planning area. FEMA reports that, on average, natural hazard mitigation saves six dollars for every dollar spent. Investing in mitigation is a proactive way the plan participants could take to adapt to a changing world and the real risks of future disaster events, which could result in loss of life, property, and livelihoods. Our experts understand how to collaboratively develop risk-based, capabilities-informed actions. Results of the risk assessment, capability assessment, and public engagement opportunities will be used to develop a mitigation strategy that fits the needs and capabilities of the plan participants. IEM will collaborate with the plan participants, stakeholders, and the public to create the **Mitigation Strategy** in four steps:

- **Step 1.** Develop Mitigation Goals and Objectives
- **Step 2.** Develop Hazard Mitigation Actions
- **Step 3.** Evaluate and Prioritize Mitigation Actions
- **Step 4:** Plan Integration

Step 1: Develop Mitigation Goals and Objectives. The initial step in updating the Mitigation Strategy is to identify goals that represent what the plan participants want to achieve through implementing the mitigation plan. Goals refer to broad, policy-type statements. Objectives further clarify the intent of the goals. These goals should be consistent with the hazards profiled and will be the basis for the following mitigation actions. IEM will facilitate a review of the fifteen goals identified in the previous plan.

Step 2: Develop Hazard Mitigation Actions. IEM will lead the participants through identifying mitigation actions for each hazard included in the plan. IEM will promote the inclusion of a comprehensive range of actions, including plans and regulations, structure and infrastructure projects, natural systems protection, and education and outreach programs. IEM will promote a risk-based, capabilities-informed approach to mitigation action development. One common challenge with the new planning process is not identifying enough mitigation actions to meet the new minimum requirement. A unique feature of our company is the close collaboration between our mitigation planning and project teams. Our staff not only bring planning experience to this initiative but have developed mitigation projects that work. We have built time into our schedule specifically for our dedicated staff to help each plan participant develop applicable actions to address their jurisdiction-specific vulnerabilities.



EVERY \$1 SPENT ON MITIGATION SAVES \$6 ON FUTURE DISASTER LOSSES

WWW.NIBS.ORG - NATURAL HAZARD MITIGATION SAVES REPORT 2019



Building to higher standards prevents long-term impacts from multiple hazards, including high winds, flooding, and sea-level rise.



Incorporating nature-based solutions into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



Porous pavements mitigate impacts from drought and flooding and builds coastal resiliency.

Examples of Mitigation in Action



Creating defensible space **reduces the impacts of wildfires.**



Incorporating nature-based solutions into traditional gray infrastructure approaches to resiliency can **significantly benefit the environment, community, and project success.**



Building to higher standards prevents long-term impacts from multiple hazards, including high winds, flooding, and rising sea levels.

Step 3: Evaluate and Prioritize Mitigation Actions. After a list of mitigation actions has been developed, IEM will support the plan participants in evaluating and prioritizing the actions. This process provides insight into where the plan participants should focus time and resources to create the most efficient and practical approach to reducing hazard impacts. One approach, for example, is the evaluation and prioritization strategy known as the STAPLEE method, which includes Social, Technical, Administrative, Political, Legal, Economic, and Environmental considerations. This approach evaluates and prioritizes by reviewing each action item for its cost-effectiveness, technical feasibility, economic benefits, environmental impacts, community acceptance, staffing, funding, legal and political support, and maintenance needs. While the “Social” category considers social vulnerability, a more defined tool for measuring equity and the equitable impact of mitigation actions could also be developed as a part of this process to help better understand the impacts and how to prioritize mitigation actions.

Step 4: Plan Integration. The plan should be integrated into existing planning mechanisms to ensure goals are synchronized and mitigation efforts progress. IEM will assist the plan participants in documenting any past plan integration as well as identifying and evaluating other opportunities for plan integration into additional relevant policies and programs and promoting the integration of resiliency into day-to-day activities.

3.5 PLAN PREPARATION

An essential step in developing achievable mitigation actions is assessing stakeholder, local, state, and federal resources and capabilities available to reduce losses and vulnerability from each hazard identified. Early in the plan update, the plan participants will be engaged to obtain data on their mitigation capabilities, which will include an analysis of the FEMA-identified types of capabilities:

- Planning and Regulatory
- Administrative and Technical
- Financial
- Education and Outreach

This capability assessment establishes a common understanding of the framework to support the implementation of identified mitigation actions and identifies gaps that should be addressed in the mitigation strategy. It is also the opportunity to evaluate current ordinances, plans, projects, and budgeting considerations for potential mitigation opportunities that reduce risk and/or increase resilience. A noticeable change in the new planning guidelines is an increased emphasis on evaluating the effectiveness of current capabilities and identifying opportunities to expand or develop new capabilities. In particular, this is the opportunity to evaluate both pre- and post-disaster capabilities like the integration of 406 (PA Mitigation) into the participant’s approach to disaster recovery. By identifying what capabilities the plan participants and other stakeholders have or could develop, plan participants will be positioned to select mitigation actions that have the best return on investment and likelihood of success.

The plan maintenance section will clearly outline the method and schedule to monitor, evaluate, and update the plan, including timelines and responsibilities. An effective plan maintenance strategy for monitoring, evaluating, and updating the plan within a five-year cycle helps ensure the plan remains relevant. The process will also describe ongoing opportunities for public engagement and input. IEM will support the plan participants in establishing a realistic plan maintenance process while ensuring the plan remains a practical, living document.

These and the other steps of the plan update will be developed in collaboration with the County. IEM will ensure a clear and transparent process by facilitating MJHMP Team Meetings with the Project Managers from Mono County and our planning team. These meetings will provide an opportunity to discuss upcoming tasks and identify potential risks and challenges to success, budget, timeline, and County expectations for this plan update. IEM will be responsible for developing the agenda and submitting a summary of monthly meeting notes with a list of decisions, actions, and responsible parties.

3.6 PLAN DRAFTING

IEM will incorporate all information gathered throughout the plan update, the precise documentation of the planning process, a thorough risk assessment, a clear capability assessment, and a comprehensive mitigation strategy into a draft plan. Our dedicated team of technical writers, editors, and graphic design personnel with experience developing emergency management and hazard mitigation products will finalize the detailed, visually appealing, user-friendly plan document. During the drafting stage, IEM will provide significant opportunities for the County, the Town of Mammoth Lakes, participating special districts, stakeholders, and the public to review the draft plan and edits. IEM will work with plan participants to publicize this chance to comment to maximize public participation. A public review period is an opportunity to gather any last-minute information and new perspectives or ideas, as well as share with the public the outcomes of the planning process and, ideally, garner support for mitigation endeavors. We are prepared to support outreach across various mediums during this vital stage of the planning process. Once all comments have been received, IEM will work with the plan participants to promptly address all comments as appropriate. The draft plan will be ready for review by January 2025.

3.7 PUBLIC ENGAGEMENT/MEETINGS/PUBLIC HEARINGS

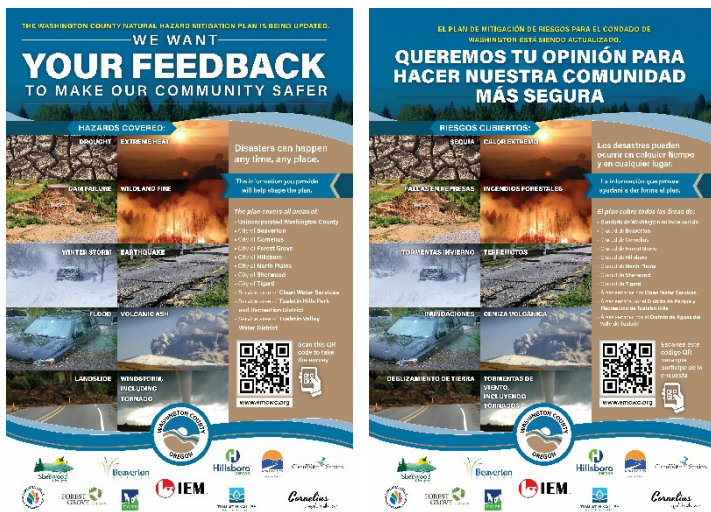


Figure 8: Community Feedback Example

IEM believes public engagement is key to successful community planning. We advocate for a Whole Community approach to public engagement. This approach calls for engaging all community sectors in the four phases of emergency management – preparedness, response, mitigation, and recovery. From this perspective, emergency management is viewed as a shared responsibility among all levels of government and all community sectors. By engaging the whole community throughout the planning process, a diverse selection of perspectives, knowledge, and individual lived experiences will be available for decision-makers to incorporate into the final HMP. Public participation is also a requirement of a FEMA-approved hazard mitigation plan. More than that, the hazard mitigation planning process presents a valuable opportunity to advance equity in

planning. Disasters often disproportionately impact vulnerable populations, including the elderly, people with access and functional needs (AFN), and low-wage employees, many of whom have higher exposure to hazard events. Disasters will continue to increase economic and social disparities when they create additional burdens on the most vulnerable communities. As such, it will be necessary for the planning process to invite input from affected populations so the final plan will include mitigation goals, objectives, and strategies that address the needs of all community sectors. Safety Elements are also required to include AFN populations’ considerations. We have helped diverse communities recover from and mitigate against disasters impacting socially and economically vulnerable populations in California, Baton Rouge, Houston, New Orleans, New York City, Florida, Illinois, New Jersey, North Carolina, and Puerto Rico. Incorporating Diversity, Equity, and Inclusion (DEI) is essential to any project, whether managing a mitigation plan update or developing a grant application.

IEM will be responsible for creating and implementing a Public Engagement Plan, including creating web content and outreach materials, for this plan update. IEM knows how to “take the pulse of the community” by using community surveys, distributing outreach materials, and conducting virtual and in-person meetings. Our extensive experience in planning has led us to work with a variety of stakeholders, from nonprofits to academia to tribes to

utilities like PG&E. In developing the Public Engagement Plan for this update, the IEM Team will answer FEMA’s question, “Does the plan document show how the public was allowed to be involved in the planning process and how their feedback was included in the plan?” The outreach and engagement strategy for the Mono County MJHMP update will be designed to educate the public on hazards impacting the area and the hazard mitigation planning process, as well as learn from their knowledge and lived experience with the hazards profiled. We will engage the public through multiple touchpoints, from a digital survey to presenting the draft plan. The public input will be shared with plan participants and incorporated into the plan’s content as appropriate. Different communities may necessitate more targeted outreach and engagement, especially underserved communities like the elderly, people without access to broadband, people who don’t speak English as a first language, and people living with access and functional needs. Coordinating with the local officials to access these communities will provide an opportunity for whole-community engagement in the planning process.

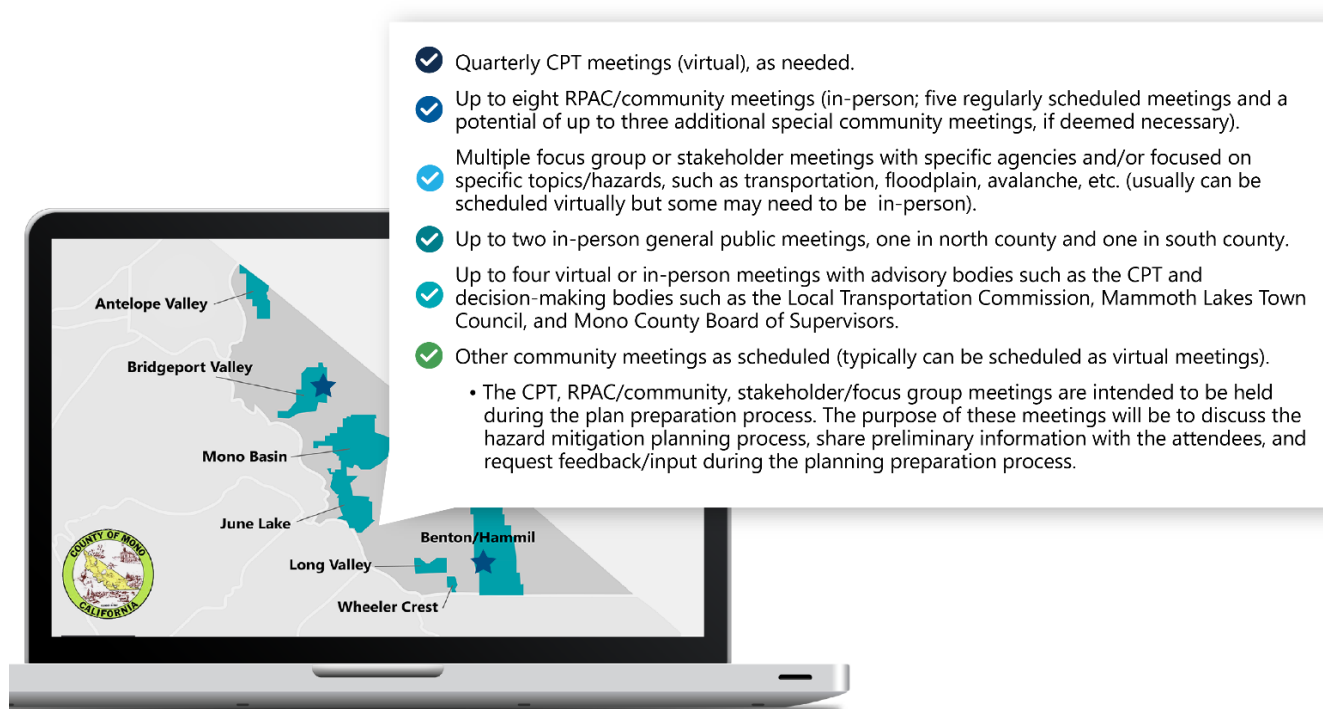


Figure 9: Proposed Public Engagement Plan

We appreciate the thought Mono County has already put into developing the public engagement portion of the RFP and know the County will value the opportunity to engage community stakeholders in order to best understand the community’s interest and need for hazard mitigation as well as educate the public on mitigation. We welcome the County’s input in developing an approach to public outreach that incorporates the ongoing work being done, such as the “READY Mono” and “Know Your Zone” resources on the county’s website. Another best practice is utilizing ongoing events and outreach locations that would normally attract people, including vulnerable populations, to engage the public. IEM anticipates at least 4-6 public workshops, general public meetings, specific topic/hazard meetings, and advisory decision-making body meetings will be held during which the public will be introduced to the plan, the hazards profiled, and mitigation strategies. Further, IEM will facilitate a discussion of the plan update at five Regional Planning Advisory Committee (RPAC) meetings and Collaborative Planning Team (CPT) meetings as requested. Information requested from the public will include their concerns, identified areas or structures they believe should be mitigated, willingness to support various types of mitigation measures, and any comments regarding the draft MJHMP update.

In addition to meetings, digital surveys will also be used to engage the public around the County. Our digital outreach will utilize plan stakeholder websites, online public participation surveys, social media posts, email campaigns, and press releases for a broad community reach. IEM will work with the County and participants to determine the needed languages. The county website already provides easy access to MJHMP information. IEM will develop project updates for the County and its partners to add as the plan develops. We can also provide a Hazard Mitigation Story Map, a graphic tool for stakeholders and the public to visualize mitigation efforts as they progress and provide a link to the public survey. Publicizing

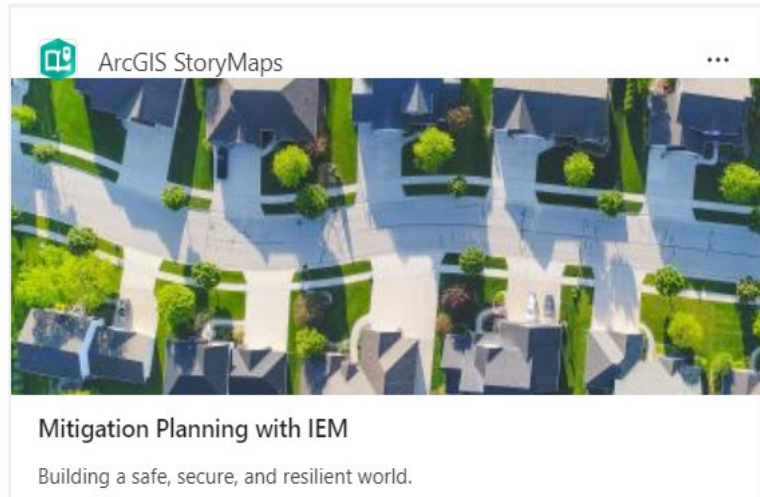


Figure 10: Example of IEM Story Map

information on the plan update and request for public feedback will also be important to garner input and interest in the plan development. Non-digital outreach could occur through developing hard copy versions of the digital survey, press releases, notices or articles in local newsletters, scheduled appearances at county and municipal meetings, community visits, and one-on-one contacts. This outreach method will best serve any communities that may be removed from urban infrastructure and not have access to traditional digital modes of communication, along with those with different levels of vision, hearing, and/or learning ability.

IEM Knows how to manage a successful public outreach program. A recent online survey, which took the community’s pulse for a multi-jurisdictional mitigation planning project, drew over 1,200 responses.

Stakeholders will also be engaged throughout the plan update process. Specific outreach to key stakeholders can be accomplished through targeted digital surveys (such as surveys specifically for academia, stakeholder/focus group meetings, businesses, dam owners, or representatives of underserved populations) and one-on-one calls as needed. Identifying key stakeholders early is critical for the hazard mitigation planning process to ensure all stakeholders have the opportunity to meaningfully participate. Stakeholders can include internal staff for each participating jurisdiction, including emergency management personnel, Floodplain Managers, Code Enforcement officials, Community Planners, Economic Development, Social Services partners, and more. Other stakeholders could be neighboring communities agencies involved in hazard mitigation like the California Governor’s Office of Emergency Services (Cal OES), FEMA, Cal Fire, California Department of Water Resources (DWR), California Department of Transportation (Caltrans), and as well as representatives of businesses, academia, non-profits, special interest groups, and underserved communities and socially vulnerable populations. Stakeholders can provide important information, including data, studies, areas of mitigation interest, action ideas, and feedback on the draft plan update. IEM will help the plan participants identify and engage their unique stakeholders throughout the update.

3.8 PLAN ADOPTION

Once the plan participants have approved the draft, including any edits, IEM will work with the County to submit the plan and a copy of the FEMA Plan Review Tool, clearly stating where each required element has been met in the document to Cal OES. We will also submit a copy of the unique Cal OES Annex Review Tool, which helps clarify which jurisdictions have met the requirements to adopt the HMP into their Safety Element. After Cal OES has completed its final review, the draft plan will be submitted to FEMA Region 9 for review and approval. IEM has had multiple recent conversations with Cal OES to keep informed of their current requirements and review process. Reviews for Cal OES and FEMA take approximately 45 days each. Coordinating with Cal OES and submitting the plan for review well in advance of the end of the performance period for the associated grant (June, 2026) will help ensure there are no issues with the grant funding. Involving Cal OES and FEMA throughout the planning process also helps ensure consistency with current guidance. One way to speed up the review is to submit the plan in sections if Cal OES/FEMA is willing to accept it. We carefully calculate the review time into our approach to the project and have staff prepared to make edits quickly if needed when the results of these reviews are received.

Once the plan has received “Approvable-Pending-Adoption” status from FEMA, IEM will support the adoption of the plan by preparing presentations and other materials as needed to present the final draft plan to the Town and County for approval. We will also provide sample adoption resolutions to all plan participations, including the County, Town, and participating special districts. Our team will remain available to answer any plan participant questions on adopting the final draft plan and incorporating it into the Safety Element of the County’s General Plan in compliance with AB 2140. Once the plan has been adopted, we can help facilitate sharing adoption resolution letters with FEMA, which will ensure they document that the plan is in good standing and that the plan participants are eligible for FEMA mitigation grant funding once more.

COMPLIANCE WITH AGREEMENT BETWEEN MONO COUNTY AND THE Cal OES/FEMA HAZARD MITIGATION GRANT PROGRAM (HMGP) GRANT

IEM will ensure that all elements of the plan update are finalized in accordance with the Cal OES/FEMA requirements for planning HMGP grants. This adherence will be monitored by our selected Project Manager, who, as a former State Hazard Mitigation Officer, has extensive experience with the HMGP grant program.

3.9 ASSUMPTIONS, METHODOLOGIES, SPECIAL RESOURCES

IEM will utilize the FEMA Planning Review Tool, CFR, all regulations, and guidance to ensure the plan update is in compliance with Cal Oes and FEMA. IEM will adhere to all specifications in the RFP, including in-person meetings, Outreach to Special Districts throughout the process, and all other contractual obligations. IEM assumes that Mono County and all participating jurisdictions, including the town of Mammoth Lakes, will enter into the planning process and assist IEM with the necessary information to update the plan when needed. IEM will update the Mono County HMP to reflect your values and culture.

3.10 TIMELINE

IEM’s proposed schedule for this plan update begins in April 2024 and results in a draft plan being provided to Mono County by or before January 2025. Given that the current plan expires on June 4th, 2024, we acknowledge that the schedule proposed in the RFP will result in the current plan expiring. However, with our experience developing quality plans quickly, we believe our approach will help ensure the plan remains expired for as little time as possible. IEM will utilize the schedule and timeline provided in the RFP. The project schedule below is a summary of the IEM Timeline



IEM PROJECT SCHEDULE Mono County Hazard Mitigation Plan Update

TASKS	2024												2025												2026					
	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN		
The Planning Process/ Outreach to Special Districts	█																													
Hazard Identification	█	█																												
Risk Assessment	█	█	█	█	█	█	█																							
Mitigation Strategy					█	█	█	█	█	█	█	█	█	█	█															
Plan Preparation																														
Plan Drafting																														
Public Outreach/Meetings/ Public Hearings																														
Plan Adoption																														
Closeout Reporting																														



SIMILAR PROJECTS

4

4.0 SIMILAR PROJECTS

Table 1: Projects Similar in Scope

Client Name	Project Description
 <p>Diamond Bar, California</p>	<p>Project Name: Local Hazard Mitigation Plan</p> <p>Period of Performance (PoP): October 2020-March 2022</p> <p>Contact Information: Anthony Santos, Assistant to the City Manager (909) 839-7013</p> <p>Project Description: IEM helped the City of Diamond Bar develop its first Local Hazard Mitigation Plan since 2009. Participants worked closely with IEM to create a plan that met FEMA requirements, aligned with the State HMP and met California State requirements for local plans. IEM ensured that participants who were entirely new to hazard mitigation planning were actively engaged and understood their significant role in the planning process. Diamond Bar successfully used this planning process to generate community input from City staff, Los Angeles County stakeholders, residents, and neighboring jurisdictions and address emerging hazards and risks.</p>
 <p>City of Georgetown, Texas</p>	<p>Project Name: Hazard Mitigation Plan</p> <p>Period of Performance (PoP): October 2020-March 2022</p> <p>Contact Information: Jackson Daly Director of Community Services (512) 819-3115</p> <p>Project Description: IEM worked with the City of Georgetown and its stakeholders to update the local hazard mitigation, including natural, technological, and human-caused hazards. Like Glenn County, the City of Georgetown is at risk from earthquakes. Georgetown lies across the Balcones Escarpment, a fault line, and was growing in population, two factors the City wanted to consider when assessing and mitigating their risk. IEM facilitated planning committee meetings and advanced tools such as bilingual outreach efforts to secure input from various stakeholders. Since this plan was updated during the COVID-19 pandemic, and the City was hit with multiple events, including a winter storm that hindered government operations, IEM staff successfully pivoted to an engaging virtual approach to outreach despite the COVID-19 pandemic.</p>
 <p>Washington County, Oregon</p>	<p>Project Name: Natural Hazard Mitigation Plan</p> <p>Period of Performance (PoP): January 2022 – April 2023</p> <p>Contact Information: Ken Schlegel Emergency Management Coordinator (503) 846-7584</p> <p>Project Description: IEM developed the 2023 MJHMP update for the County of Washington, Oregon, throughout 2022. This plan provided the county, which is mainly rural on the west and more developed on the east, to create a plan that met the needs of multiple partners and a multicultural population. Throughout the</p>

Client Name	Project Description
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planning process and public outreach, IEM developed public surveys in 10+ languages and engaged 115 stakeholders in the plan development. All suggestions for improvement from the 2017 NHMP review by the State Hazard Mitigation Officer were incorporated in the update. The plan complied with two sets of FEMA Local Mitigation Planning requirements, as it was finalized during the transition period between the 2011 and 2023 guidance.



Santa Clara County,
California

Project Name: Operational Area Hazard Mitigation Plan

Period of Performance (PoP): October 2022- February 2024

Contact Information:

Parastou Najaf
Senior Emergency Planning Coordinator
(408) 808-7800

Project Description:

IEM is leading the planning effort for Santa Clara County and its 17 planning partners, including local jurisdictions and special districts. Plan participants relied upon IEM to update the plan in a timely and effective way despite the challenge of ongoing disaster events, including multiple atmospheric rivers hitting the area during the plan update process. During this update, IEM's consistent communication, clear expectations, ability to work independently, and flexibility helped meet the plan participants' unique needs. IEM also elicited significant stakeholder and public engagement. The multilingual public strategy of our whole community included in-person and virtual engagement opportunities. One survey we conducted received over 500 responses. IEM worked with the County Safety Element and Community Wildfire Protection Plan teams to ensure data consistency and plan integration. We also collaborated early with Cal OES to ensure we met State expectations and followed the new FEMA guidelines so the plan would be approved promptly. According to Cal OES, this plan was one of the first plans approved under the latest FEMA guidance in California.



Glenn County,
California

Project Name: Multi-Jurisdiction Hazard Mitigation Plan

Period of Performance (PoP): October 2020-March 2022

Contact Information:

Andy Popper
Principal Planner
(530) 934-6540

Project Description:

IEM is currently working on updating the Glenn County MJHMP in accordance with the 2023 Local Mitigation Planning Policy Guide on behalf of Glenn County and its planning partners, the City of Orlando and the City of Willows. As a part of this process, IEM has facilitated engaging stakeholder meetings with a variety of local, tribal, special district, state, and federal partners on topics. In addition, IEM developed public and stakeholder surveys and flyers for distribution and helped communities identify areas of socially vulnerable populations. As this plan is funded under a grant with a tight deadline, our team is dedicated to ensuring this plan is updated within the four-month agreed-upon timeframe to ensure these communities remain eligible for hazard mitigation grants.

4.1 IEM'S CAPACITY TO COMMIT

IEM is confident in our ability to provide adequate resources to prepare for, respond to, recover from and mitigate against an increasing number of natural or human caused disasters or emergencies. As an emergency management and disaster recovery company, our clients often require that disaster recovery operation resources be in place and operating within 72 hours of contract execution. At times, employees completed onboarding and deployed within a 24-hour notice. Our disaster response contracts span the entire United States and Puerto Rico. In each of these deliveries, program resources were identified, and staff onboarded and trained.

IEM has had to meet surge requirements for response and recovery efforts in the past. During pandemic response operations, some examples of rapid deployment of personnel are outlined below:

- Identified and mobilized over 24 site management personnel in the state of Louisiana within 72 hours.
- Deployed over 30 personnel in the state of Virginia within 96 hours.
- Mobilized 17 personnel in the state of Florida within 48 hours.
- Fulfilled additional roles required in the states of Florida, Louisiana, and Texas within 24 hours.

Our teams are well versed in operating in a full Incident Command System Emergency Operations Center, an ESF-based EOC, or a hybrid operation, and we will be able to support the County in all emergency support function roles. IEM staff can support in:

- Emergency Support Function (ESF) Positions.
- Operations, Planning, Logistics, and Finance Section Chief, Branch Directors, Division/Group Supervisors, and Unit Leaders.
- Recovery Specialists.
- FEMA Hazard Mitigation Specialists.
- Crisis Communications and Public Relations Specialists.
- Community Outreach Support.
- Field Management Personnel.
- Geographical Information System (GIS), orthoimagery and geodatabase services technical specialists.
- Other needed technical assistance in the field, department, or EOC.

IEM can provide staff augmentation support to offer County employees relief, as needed and determined by the Commonwealth, or work alongside County staff. We will deploy emergency management response professionals at the request of the County in positions identified by County leadership. IEM is well positioned to offer support in all Incident Command System Command and General Staff positions. The team members we propose are seasoned experts in emergency management at the state and local levels throughout the country. Our team can be right-sized to provide the appropriate skill sets and a number of professionals that the County requires.



COST PROPOSAL

5.0 COST PROPOSAL

Per the RFP requirements, we have provided a not-to-exceed cost proposal which is itemized by phase, task, and completion date.

CA Mono County
Hazard Mitigation Plan

Staff	Position	Direct Hourly Rate	Phase 1	Phase 2		Phase 3	Phase 4	Phase 5		Phase 6	Phase 7	Total Hours	Total Direct Cost	Contingency Hours	Total Cost with Contingency
			Task 1 - Outreach Special Districts/Planning Process	Task 2 - Hazard Identification	Task 3 - Risk Assessment	Task 4 - Mitigation Strategy	Task 5 - Plan Preparation	Task 6 - Draft Plan	Task 7 - Review and Input of Draft Plan	Task 8 - Public Engagement	Task 9 - Plan Adoption				
Bunting, Jeanne	Project Manager	\$ 73.93	0	5	5	0	0	0	5	0	5	20	\$ 1,478.60	25	\$ 1,848.25
Garnett, Casey	Deputy Project Manager/Lead Planner	\$ 67.91	10	20	20	20	20	30	30	10	10	170	\$ 11,544.70	210	\$ 14,261.10
Chase, Myrna	Planner II	\$ 50.38	30	0	50	50	50	40	0	60	0	280	\$ 14,107.63	330	\$ 16,626.85
Smith, Kathryn	Planner II/GIS	\$ 56.84	0	0	100	0	0	30	20	0	0	150	\$ 8,525.88	170	\$ 9,662.66
Lunsford, Sabrina	Planner I	\$ 38.28	30	15	60	20	50	60	60	0	20	315	\$ 12,058.20	350	\$ 13,398.00
Merchan, Jennifer	Technical Editor	\$ 42.52	0	0	0	0	0	80	40	0	0	120	\$ 5,102.06	145	\$ 6,164.99
Rohwer, Kelsey	Graphic Designer/Artist	\$ 45.05	0	0	20	0	0	40	0	0	0	60	\$ 2,703.10	70	\$ 3,153.61
Rothe Smith, Diana	Fire SME	\$ 93.21	0	0	30	0	0	0	0	0	0	30	\$ 2,796.16	35	\$ 3,262.18
Lockwood, Bruce	Manager, Special Projects	\$ 88.24	0	0	30	0	0	0	0	0	0	30	\$ 2,647.26	35	\$ 3,088.47
Jones, Michele	Program Manager	\$ 96.47	0	0	0	0	5	5	0	0	0	10	\$ 964.66	10	\$ 964.66
Pozioemek, Lisa	Planner II	\$ 63.47	0	0	20	20	20	10	0	0	0	70	\$ 4,442.59	75	\$ 4,759.92
Labor Hours			70	40	335	110	145	295	155	70	35	1,255		1455	
Labor Cost			\$ 3,339.03	\$ 2,302.05	\$ 19,841.55	\$ 5,912.33	\$ 7,543.06	\$ 14,375.08	\$ 7,541.22	\$ 3,702.16	\$ 1,814.35		\$ 66,370.84		\$ 77,190.70
Overhead			\$ 2,065.19	\$ 1,423.82	\$ 12,272.00	\$ 3,656.78	\$ 4,665.38	\$ 8,890.98	\$ 4,664.25	\$ 2,289.79	\$ 1,122.18		\$ 41,050.36		\$ 47,742.45
Profit			\$ 1,845.78	\$ 1,049.13	\$ 7,251.45	\$ 2,920.89	\$ 3,561.56	\$ 5,483.94	\$ 2,969.53	\$ 2,308.05	\$ 838.47		\$ 28,228.80		\$ 34,625.85
ODC Cost			\$ 165.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 600.00	\$ -		\$ 765.00		\$ 765.00
Travel Cost			\$ 3,932.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ 2,621.00	\$ -	\$ -		\$ 19,658.00		\$ 19,658.00
Total Cost			\$ 11,347.00	\$ 7,396.00	\$ 41,986.00	\$ 15,111.00	\$ 18,391.00	\$ 31,371.00	\$ 17,796.00	\$ 8,900.00	\$ 3,775.00	1,255	\$ 156,073.00	1455	\$ 179,982.00

*Note: Refer to the timeline on page 24 for completion dates.

*Note: Price Proposal includes fifteen trips, three days per trip. The number of trips is negotiable and the cost of travel can be reduced resulting in a savings for the county.

APPENDIX A: RESUMES

- Michele Jones, Program Manager
- Jeanne Bunting, Project Manager
- Casey Garnett, Deputy Project Manager/Lead Planner
- Myrna Chase, Planner II
- Kate Smith, Planner II
- Lisa Poziomek, Planner II
- Sabrina Lunsford, Planner I
- Kenneth Taylor, Fire SME
- Diana Rothe-Smith, Fire SME



Michele Jones
Program Manager

Seasoned emergency manager skilled in federal funds management, overseeing \$2.9B in projects across California, Florida, Nevada, and Virginia.

14+ YEARS

EXPERIENCE IN DISASTER
RESPONSE & RECOVERY

EXPERTISE

- ▶ Federal Funds Management
- ▶ Disaster Response
- ▶ Program Development & Management
- ▶ Strategic Planning
- ▶ Mass Care
- ▶ Community Education

EDUCATION

- ▶ MPA, Master of Public Administration, University of Central Florida, 2014
- ▶ B.A., Public Administration, University of Central Florida, 2011
- ▶ B.A., Interpersonal and Organizational Communication, University of Central Florida, 2011

PROFESSIONAL QUALIFICATIONS

Ms. Jones is a seasoned emergency management professional with a wealth of knowledge and hands-on experience in federal funds management from the local and state perspective, as well as emergency management response and recovery at the state and local levels. Ms. Jones' technical expertise spans programs like the Coronavirus Relief Fund, American Rescue Plan Act, and FEMA Public Assistance, and she has led projects wherein over \$2.9B in federal funds have been managed through her support of state and county agencies in Nevada, Florida, and Virginia. Michele has earned her Certified Emergency Manager (CEM), Florida Professional Emergency Manager (FPEM), and Master Exercise Practitioner (MEP) designation. She has also served as the 2022 Florida Emergency Preparedness Association (FEPA) President. She has been awarded the prestigious FEPA Chad Reed - Emergency Management Professional of the Year in 2020, the University of Central Florida's Alumni Achievement Award in 2019, and UCF's 30 under 30 Award in 2018.

EXPERIENCE

Various Roles, IEM | 2020-Present

Manager, State and Local Response and Recovery | 2022-Present

Project Manager | 2021-2022

Senior Disaster Recovery Specialist | 2020-2021

- Assists the Directorate with Project and Program Management for twelve active and six standby response and recovery projects involving Federal, State, and Local programs. Works with the assigned Project Manager to develop strategies for achieving goals and objectives; maintains project work plan including budget and schedule.
- Manages the Center of Excellence as a policy and procedure information dissemination hub while actively identifying and implementing process improvement initiatives to enhance operational efficiencies and streamline workflows.

American Rescue Plan Act | Prince William County, VA; Sacramento County, CA; Nevada Governor's Finance Office, NV

- Supports clients through application and award management, training, project review and eligibility determinations, and development of evidence-based program establishment to ensure compliance with U.S. Treasury reporting guidelines.
- Conducts federal funds management, recipient and subrecipient monitoring, and development of evidence-based program establishment to ensure compliance with U.S. Treasury reporting guidelines.

CARES/Coronavirus Relief Funds (CRF) | Prince William County, VA; Stafford County, VA

- Supports clients through process development and review for all CARES Act transactions, reviewing documentation and identifying potential gaps.

- Established electronic document control and file retention systems and standardized data management processes to ensure disaster records are complete, ready for audit, and prepared for future federally declared disasters.
- Answers complex eligibility questions regarding the CARES Act/Coronavirus Relief Fund, ranging from procurement and contracting concerns.
- Conducts market analyses to ensure cost-reasonableness of infrastructure purchases in short timeframes to meet federal audit requirements.
- Advises on grant certification documentation for compliance to support non-profit programs and develops a dependent care reimbursement program to support community needs.

FEMA Public Assistance – COVID-19 | Prince William County, VA (DR-4512); Florida Division of Emergency Management (DR-4486); Sumter County School Board, FL (DR-4486)

- Coordinates with clients to evaluate transactions to determine potential Public Assistance eligibility. For identified eligible expenditures, formulates and processes projects through FEMA's Public Assistance grant program, serving as the liaison between the county and FEMA's representatives and monitoring projects throughout the grant program lifecycle.
- Assists Counties, Cities, and Private Non-Profits with processing subgrant agreements with the Florida Division of Emergency Management, reviewing applications for FEMA reimbursement in response to COVID-19, providing eligibility guidance, and following projects throughout the Public Assistance grant program lifecycle, including payables processing.

FEMA Public Assistance | FDEM (DR-4399)

- IEM provides engineering, cost estimating, project formulation, and other technical support to FDEM for some of the state's most complex Public Assistance Alternative Procedures Projects under Section 428 of the Stafford Act and projects requiring 406 mitigation resiliency measures.

Internal Response Coordination | Hurricane Nicole (DR-4680), Hurricane Idalia (DR-4734), Hurricane Ian (DR-4673), Tustin Navy Hangar Incident

- Coordinated internal response operations to disaster situations, ensuring quick staff mobilization to designated locations while prioritizing client satisfaction and mission completion. Ensured staff were traveling within four hours to provide response and recovery support and supported staff logistics throughout the event.

Response Operations | Hurricane Elsa (EM-3561), Hurricane Eta (EM-3551), Hurricane Isaias (EM-3533)

- Deployed to Hernando County on behalf of the Florida Division of Emergency Management in response to Hurricane Elsa's and Hurricane Eta's potential landfall; assisted the Acting Emergency Management Director and the Planning Chief with coordination and documentation of situation reports, rapid damage assessment, needed information for potential Public Assistance funding, as well as talking points for media and social media interviews.
- Deployed to Palm Beach County on behalf of the Florida Division of Emergency Management in response to Hurricane Isaias; served as the shelter manager for the COVID-19 non-congregate hurricane shelter and liaison to the Emergency Operations Center and confirmed the readiness of facility and meals, supervised medical and security staff on-site, and ensured CDC public health guidelines were followed.

Emergency Management Director, Martin County Board of County Commissioners | 2018-2020

- Served as a division hiring manager to recruit, interview, select, and train applicants, supervising 20 FTEs, providing direction and guidance in the areas in all aspects of emergency management and the communications division, including, but not limited to, mass care, special needs planning, the Radiological Emergency Preparedness Program, mass notification, and public alerting and warning.
- Monitored and prepared annual \$1.59M budget, which includes general fund, federal grants, and contracts; compiled and submitted grant documentation for reimbursement.
- Liaised with municipal emergency management coordinators, law enforcement and fire rescue representatives, business and industry counterparts, federal partners, foreign government consulates, and public safety and intelligence contacts.
- Successfully initiated procurement of needed Personal Protective Equipment, implemented multiple community testing sites, coordinated reliable public information and non-congregate sheltering options, and provided presentations for county management regarding the ongoing response operations.
- Developed a strong partnership with the Martin County School District, resulting in an agreement to provide shelter staffing from both agencies, incorporate all under one training methodology, and identify the county's first pet-friendly shelter.

- Created the Public Assistance and Information Documentation (PAID) team and co-developed guidance, providing all county departments with a guidance document for the public assistance reimbursement process, resulting in the creation of three uniform county-wide emergency-specific time-tracking work forms.
- Developed numerous planning and policy documents while ensuring compliance with state and federal regulations, including the Comprehensive Emergency Management Plan and Local Mitigation Strategy.
- Led the development, coordination, and facilitation of numerous exercises and trainings across Martin County, providing multi-jurisdictional, multi-agency drills, tabletop, functional, and full-scale exercises with 200+ participants.
- Co-developed and implemented the Florida Emergency Preparedness Association (FEPA) Mentorship Program, a statewide emergency management resource to connect and encourage the growth of strong, collaborative relationships at all career phases.
- Led the Martin County Emergency Operations Center (EOC) Manager through the 2020 Martin County Flooding, COVID-19, and Hurricane Dorian, regularly coordinating with Florida Division of Emergency Management and Florida Department of Health personnel, County and city staff, Non-Governmental Organizations, the business community, and stakeholders.

Various Roles, Brevard County, FL Emergency Management | 2014-2018

Senior Emergency Management Coordinator | 2015-2018

Homeland Security Coordinator | 2014-2015

Operations Planner for Emergency Management | 2014

- Trained staff on all aspects of emergency management operations, including current issues and concepts of emergency management, areas of responsibility, division's goals and objectives as outlined in the strategic plan, and standard operating procedures.
- Served as deputy director of emergency management operations during emergency activations, such as Hurricanes Irma and Matthew, and was responsible for planning and real-time coordination of response and recovery for Brevard and its geopolitical jurisdiction.
- Supervised four FTE Emergency Management Coordinators, providing direction and guidance in areas in all aspects of emergency management including, but not limited to, mass care, special needs planning, the Radiological Emergency Preparedness Program, mass notification, and public alerting and warning; directs and appraises work of personnel and ensures goals are aligned with division Strategic Plan.
- Trained staff on all aspects of emergency management operations, including current issues and concepts of emergency management, areas of responsibility, division's goals and objectives as outlined in the strategic plan, and standard operating procedures.
- Monitored and prepared annual Division budget, which includes general fund, federal grants, and contracts; compiled and submitted grant documentation for reimbursement.
- Liaised with municipal emergency management coordinators, law enforcement and fire rescue representatives, business and industry counterparts, federal partners, foreign government consulates, and public safety and intelligence contacts.
- Provided public education and information to residents throughout the year; co-developed the All-Hazards Preparedness Guide, Pathways to Preparedness, and supporting community presentations.
- Served as Team Lead for the Shelter Worker Lean Six Sigma Project, developed statistical and technical documentation, and earned the Green Belt designation.
- Co-developed and implemented the Brevard Emergency Support Team (BEST) Program, which serves as the instrument for training, managing, and tasking all county employees to serve as disaster workers, and created a comprehensive internal sheltering program.
- Directed assessment by the Emergency Management Accreditation Program as accreditation manager; led team to successful compliance in all standard areas and program accreditation from 2016-2021.
- Implemented monthly conference calls with Municipal Emergency Management Coordinators to increase collaboration opportunities, which transitioned into twice daily disaster calls; noted as key to successful response during Hurricanes Irma and Matthew.
- Coordinated Comprehensive Emergency Management Plan (CEMP) compliance with state regulations and completed quadrennial update of plan.
- Developed and implemented 2016-2018 Strategic Plan for the Operations division.
- Established the Emergency Management Internship Program and supervised the implementation process through onboarding and coaching an intern.
- Led the development, coordination, and facilitation of seven Brevard County hurricane exercises, with over 230 participants and 60 organizations in attendance.

- Coordinated and developed a multi-jurisdictional, multi-agency Infectious Disease Full Scale Exercise involving fire, law enforcement, emergency medical service (EMS), and local hospital, which was used to develop a video for Ebola awareness training.
- Developed and produced several planning documents, including the ESF #18 – Business and Industry Plan and the Functional and Access Needs Strategic Plan.
- Responsible for all mass care coordination, to include sheltering operations for cold night, evacuation, and post-impact facilities and feeding activities.
- Coordinated training opportunities and updated annual Multi-Year Training and Exercise Plan (MYTEP).
- Initiated and completed updates to the Brevard County Comprehensive Emergency Management Plan (CEMP) to ensure compliance with state standards.
- Co-developed the Brevard Operations Base SharePoint as a tool to provide situational awareness and a common operating picture for response operations to integrate response coordination across jurisdictional boundaries.
- Coordinated the FEMA Integrated Public Alert Warning System (IPAWS) memorandum of agreement for Brevard County to be designated an IPAWS Alert Authorized User.
- Implemented and transitioned mass notification program from FirstCall to CodeRed to Everbridge.

Various Roles, American Red Cross | 2011-2014

Emergency Services Officer | 2013-2014

Emergency Services Officer Assistant | 2011-2013

- Managed and led over 190 volunteers to provide preparedness, response, and recovery services to Brevard and Osceola counties and increased membership in Osceola County from zero to 11 actively engaged volunteers.
- Established staffing matrix to determine the number needed to staff Brevard Evacuation Shelters, designated assigned volunteers to staff 90% of primary shelters.
- Increased disaster feeding capacity by 5,000 meals per day in Brevard County.
- Produced key communications materials, including press releases, print advertisements, and marketing materials.
- Maintained social media platforms, provided continuous contact with constituents, and increased followership by 11.6% over four months.
- Co-developed the Brevard Shelter Book and solely developed the Osceola Shelter Book.
- Internship, Seminole County Fire Department | 2010
- Aided the Assistant Chief of Operations in handling, maintaining, and balancing grant-related budget issues as well as researching and articulating grant requests, particularly concerning the Urban Area Security Initiative (UASI) and State Homeland Security Grant Program (SHSGP).



Jeanne Bunting

Project Manager

Ms. Bunting, former SHMO of Kansas, is an expert in implementing collaborative mitigation efforts, including hazard mitigation plans and hazard mitigation grant application development.

14+ YEARS

EXPERIENCE IN HOMELAND SECURITY & EMERGENCY MANAGEMENT

EXPERTISE

- ▶ Hazard Mitigation Planning
- ▶ Mitigation Programs
- ▶ Project Management

EDUCATION

- ▶ M.S., Liberal Arts, Baker University, 2013
- ▶ B.A., Business Administration, Baker University, 2010

PROFESSIONAL QUALIFICATIONS

Ms. Bunting has more than 14 years of experience in Hazard Mitigation and Planning. Her expertise includes managing, developing, and reviewing a variety of projects, as well as ensuring that the scope of work is fulfilled and that projects are proceeding according to grant requirements. Ms. Bunting is adept in HMGP, BRIC, and PDM software and has reviewed, audited, and processed FEMA award applications for Mitigation Programs with solid coordination with State and Federal partners and stakeholders. She has led state and local hazard mitigation planning initiatives across the country, including engaging with a variety of local, state, and federal stakeholders both in-person and virtually.

EXPERIENCE

Hazard Mitigation Specialist III, IEM | 2022-Present

- Lead in the application development of Building Resilient Infrastructure and Communities (BRIC) and Flood Mitigation Assistance (FMA) grants for VDEM.
- Led the Tennessee State Hazard Mitigation Plan update, which received positive feedback from FEMA Region 4.
- Led the development of a Letter of Interest for North Carolina BRIC via Centralina, which culminated in the lead in the development of the BRIC application.
- Participated in the drafting of the following mitigation plans: Washington County Oregon Jurisdictional Annexes, the Alabama State Hazard Mitigation Plan, and the Delaware State Hazard Mitigation Plan.
- Performed Planning Section Chief duties for IEM during Hurricane Fiona in support of our PR team.
- Participated in various proposals on behalf of IEM.

Various Roles, Kansas Division of Emergency Management | 2009-2022

State Hazard Mitigation Officer | 2019-2022

- Managed various projects, including the project, team, budget, and presentations.
- Managed the Kansas State Hazard Mitigation Office, developing and reviewing projects per Section 406 of the 44 CFR.
- Performed Benefit-Cost Analysis.
- Proficient at writing Regional Mitigation Plans and State Hazard Mitigation Plans.
- Proficient in HMGP, BRIC, and PDM applications.
- Reviewed, audited, and processed FEMA grant Applications for Mitigation Programs.
- Reviewed, audited, and processed payments.
- Reviewed, audited, processed, and managed the budget for Mitigation Program.
- Reviewed trend analysis for program improvement.
- Advised applicants on guidance in the 44CFR to ensure grant applications meet standards.
- Succeeded in implementing regional plan initiative and the Sunflower Safe Residential Safe Room program are two programs that succeeded in implementing, with the planning initiative saving the state approximately \$4 million.
- Strong coordination with State and Federal partners and stakeholders.

- Planning Section Chief in the State Emergency Operations Center.
- Deployed in support of the Kilauea Volcano Response.

Mitigation Planner | 2012-2019

- Served as the Project Manager for Regional Mitigation Plans for the State of Kansas, resulting in a savings of \$3.7 million dollars.
- Author of the State Hazard Mitigation Plan and the Regional Mitigation Plan for Leavenworth, Johnson, and Wyandotte Counties, saving the counties approximately \$300,000.
- Reviewed, audited, and submitted county/regional plans to FEMA for approval.
- Oversaw contractor(s) during the writing of the Regional Mitigation Plans.
- Trend Analysis on data for mitigation plans.
- Reviewed County Emergency Operations Plans (CEOP) for accuracy and to ensure the Kansas Planning Standards are met when tasked.
- Ensured all 22 identified hazards were incorporated into the plan, including all health markers, trends, and analysis.
- Educated, presented, and instructed in all subjects relating to mitigation.
- Plans Chief during Wolf Creek exercises and state emergencies and disasters in the state emergency operations center (SEOC).

Mitigation Program Specialist | 2009-2012

- Reviewed, audited, and processed FEMA grant Applications for Mitigation.
- Reviewed, audited, and processed payments.
- Trend analysis for program improvement.
- Advised applicants on guidance in the 44CFR to ensure grant applications meet standards.
- Ensured the Scope of Work was met, and projects were progressing on time in accordance with grant requirements.
- Reviewed Emergency Operations Plans for accuracy and inclusion of the Kansas Planning Standards.
- Plans Chief during Wolf Creek exercises and state emergencies and disasters in the state emergency operations center (SEOC).
- Instructed and presented mitigation plans and projects.

Various Roles, Kansas Air National Guard | 1995-2009

Financial Superintendent | 1998-2000/2003-2009

- Established and implemented revised accounting and finance systems, policies, and procedures to ensure compliance with Department of Defense Directives.
- Coordinated with the National Guard Bureau and all base organizations to ensure regulatory guidance was followed on entitlements and benefits. Trained base personnel on program changes to include entitlements, benefits, and financial system programs.
- Audited travel, pay, and accounting records per regulation and guidance.
- Trained, advised, and guided base personnel on program changes and implementations. This included all subject matter areas, including travel, military pay, civilian pay, accounting, and budget.
- Managed resources to include people, time, and money.
- Formulated and implemented long-range plans to comply with DOD, and in accordance with higher headquarter tasking's and mission changes, as they pertained to finance. This included but was not limited to, all subject matter areas within the Finance arena in order to meet deadlines for system changes.
- Taught, trained, instructed, and presented on all financial matters, including new systems.
- Managed IEM's development of evacuation time estimates for nuclear power plants in the states of Arizona, Texas, Virginia, and North Carolina, including congestion analyses, recommendations for evacuation routes, and strategy changes to mitigate domestic hazards.

Resource Advisor/Budget Analyst | 2000-2003

- Responsible for cost and trend analysis in order to advise the Commander on shortfalls and programs that were working.
- Managed program objectives as they related to workdays and money, Formulated Budget, and Workdays for current and future years.
- Provided extensive training on a workday and budget management to ensure compliance with the Anti-Deficiency Act.
- Ensured obligation of money did not exceed limitations.
- Reviewed, audited, and analyzed programs for errors and inconsistencies and implemented process improvements.
- Initialized and managed the decentralization of Operations and Maintenance money and workdays to ensure accountability.
- Instrumental in ensuring the President's Budget maintained its integrity regarding Depot Level Repairable (DLR).

- Formulated and executed long-range plans and programs as they pertained to Finance, in accordance with visions and mission changes set forth.

Budget Analyst | 1995-1998

- Formulated budgets and ensured the propriety of funds.
- Executed, administered, monitored, and managed a \$40 million dollar budget for Forbes, ensuring compliance with the Anti-Deficiency Act.
- Monitored higher headquarters tasking's and guidance, ensuring compliance at the base level.
- Submitted and audited various reports.
- Provided guidance and training to all levels of the base populace on all Finance programs and regulations.



Casey Garnett

Deputy Project
Manager/Lead Planner

Ms. Garnett has supported and served as a primary point of contact between FEMA, Federal, State, and Local partners. Background in planning and response, including floodplain management.

5+ YEARS

EXPERIENCE IN HAZARD
MITIGATION & EMERGENCY
MANAGEMENT

EXPERTISE

- ▶ Hazard Mitigation Planning
- ▶ FEMA Programs
- ▶ Disaster Recovery

EDUCATION

- ▶ B.A., Psychology, University of Maryland, 2017
- ▶ Associates, General Studies, Harford Community College, 2015

PROFESSIONAL QUALIFICATIONS

Ms. Garnett is a former FEMA Hazard Mitigation Community Planner and Hazard Mitigation Task Force Leader driven to improve community resilience by connecting people to plans and plans to projects. She is best known for her communication skills, experience facilitating and participating in stakeholder meetings, reviewing hazard mitigation plans and grant applications, delivering hazard mitigation and leadership training at the Emergency Management Institute (EMI) and other venues, and providing bilingual assistance to disaster survivors in English and Spanish. She has multiple years of experience with the FEMA hazard mitigation planning process, including meeting the optional HHPD element. She also worked with FEMA headquarters on training on the new planning policy guide. She has multiple years of leadership experience and has led a team during disaster events and mitigation projects across the country.

EXPERIENCE

Hazard Mitigation Specialist, IEM | 2023-Present

- Helped write local and state hazard mitigation plans, including promoting planning process best practices and drafting risk assessment, capabilities assessment, and mitigation strategy plan sections.
- Facilitated meetings and workshops with clients and stakeholders.
- Responsible for assisting local jurisdictions with developing mitigation strategies and viable, cost-effective mitigation projects for grants such as BRIC.
- Developed and presented presentations and trainings to clients and stakeholders.

Santa Clara County Multi-Jurisdictional Hazard Mitigation Plan, Santa Clara County, California

- Supported an expedited update of the MJHMP to ensure grant eligibility.
- Updated the MJHMP in accordance with the new 2023 FEMA Local Mitigation Planning Policy Guide.
- Wrote portions of the planning process, risk assessment, mitigation strategy, and jurisdictional annexes utilizing the best available data, including local and state input.
- Liaised with community stakeholders, special districts, and Cal OES to incorporate local input and required state revisions.
- Project: Tennessee State Hazard Mitigation Plan, State of Tennessee
- Actively collaborated with state partners, including planning, NFIP, Dam Safety, mitigation staff, and university stakeholders to update the plan quickly.

Utah Direct Technical Assistance, State of Utah

- Contracted to provide direct technical assistance on behalf of the State over the next couple of years for communities interested in mitigation, particularly in pursuing BRIC funding.
- Reviewed BRIC applications and developed RFI on behalf of the State.
- Served as the POC with assigned counties, working on answering their questions, compiling necessary documents for BRIC and FMA applications, and drafting language for BRIC grant applications.

Glenn County Multi-Jurisdiction Hazard Mitigation Plan Update, Glenn County, California

- Led the team responsible for developing the Glenn County MJHMP on an extremely expedited schedule to ensure compliance with the Cal FIRE grant.
- Primary point of contact with Glenn County responsible for leading meetings with the county and its stakeholders.
- Independently developing the draft plan as requested by the client due to limited county staff availability.
- Working closely with the IEM Team to ensure the client's vision for this plan is incorporated into IEM's work, and the timeline is met as requested.

Montana Mitigation Consulting, State of Montana

- Hired to support the development of the new Montana Disaster Mitigation & Resiliency Program Guidance and new regional Hazard Mitigation Plans.
- Edited and delivered new Resiliency Program Guidance, which incorporated equity and required a few edits by the client.
- Responsible for drafting an implementation plan which reflects the goal of the state to maximize the amount of mitigation funding available.
- Reviewed regional hazard mitigation plan on behalf of the state and developed 13 Plan Review Tools for local and tribal communities, indicating what revisions were required.

City of Philadelphia Mitigation Consulting, Philadelphia, Pennsylvania

- Met frequently with clients to identify ongoing capacity and capability-building needs.
- Developed training on various customizable topics, such as nature-based solutions and FEMA's hazard mitigation assistance grant programs.
- Facilitated engaging workshops with city stakeholders on hazard mitigation grants, including an overview of current mitigation grant programs, IEM's Funding Matrix, and how to write a grant application.

City of Grand Prairie Hazard Mitigation Plan, Grand Prairie, Texas

- Reviewed the plan and provided concrete solutions for steps to take to be in compliance with FEMA's new Local Mitigation Planning Policy Guide.
- Identified opportunities to expand public outreach and engage representatives of underserved and socially vulnerable populations.

Various Roles, Federal Emergency Management Agency (FEMA) | 2018-2023

STORM Act Training Program Specialist (detailee) | 2022-2023

- Performed various administrative duties related to developing training materials for the newly created Safeguarding Tomorrow through Ongoing Risk Mitigation (STORM) Revolving Loan Fund, including drafting briefs for Regional HMA leadership to present.
- Actively engaged with contractors, leadership at FEMA HQ, Regional staff, and State partners to identify training and technical assistance needs.

Hazard Mitigation Community Planner | 2021-2023

- Provided substantive input and guidance to plan owners and plan developers to meet minimum requirements and incorporate best practices into local hazard mitigation plans (HMPs) and a State HMP in FEMA Region 3.
- Delivered technical assistance and training that supported State and local hazard mitigation planning through presenting multiple pieces of training on topics including the planning process, risk assessment, mitigation strategy, and plan implementation at regular touchpoints with new state staff.
- Reviewed over a dozen single and multi-jurisdictional plans including plans in Pennsylvania for compliance with FEMA minimum requirements and optional HHPD elements as outlined in the Local Plan Review Guide and Local Planning Policy Guide.
- Worked collaboratively with state, local, and Federal partners on outreach and partnership initiatives, including two Plan Implementation & Grants Development
- Workshops (one of which was the largest in Region 3), two annual Risk Reduction Consultations, and the interagency WV Silver Jackets team.
- Presented guidance to State Directors and senior Region 3 leadership on climate change planning and Region 3 best practices, including data from Pennsylvania.
- Served as a mitigation planning subject matter expert on coordination calls and training with State, local, and academic partners to improve and incorporate the best available flood risk data into local and State hazard mitigation planning efforts.

Hazard Mitigation Grants & Planning Task Force Lead (Planning) | 2021–2022

- Deployed as a Supervisory Community Planner for Region 3’s HMGP COVID initiative across six states, including Pennsylvania.
- Served as the technical advisor to the Regional Mitigation Division on planning and reported on all hazard mitigation activities and programs related to mitigation planning for the Region 3 COVID-19 disasters.
- Represented Planning on meetings with internal and external stakeholders.
- Led weekly team meetings with staff, met with new staff to answer their administrative and technical questions, and facilitated training opportunities for new planners.
- Monitored and evaluated community plan status and staff work through a novel work tracker.
- Made staffing recommendations and documented staff performance, including incorporating the suggestions of disaster leadership and State Team Leads.
- Facilitated, drafted, and received approval for the Region 3 FY22 Coffee Break webinar schedule, which detailed public presentations on planning that reflected the current priorities of the Region.
- Supported the development of projects by initiating lists of mitigation actions found in the local hazard mitigation plans for states with minimal HMGP project oversubscription and shared them with State partners.

Hazard Mitigation Group Supervisor | 2021–2022

- Deployed as a Hazard Mitigation Group Supervisor to DR-4605-WV and DR-4603-WV in charge of leading meetings with staff, coordinating mitigation grant efforts, and reporting to senior staff.
- Directed meetings and correspondence with State partners including the State Hazard Mitigation Officer.
- Monitored 406 mitigation projects and State progress with the HMGP program and provided regular updates to regional and disaster leadership.
- Provided timely and effective performance evaluations to staff, which resulted in noticeable progress in an identified area for improvement.
- Presented a summary and described the next steps for mitigating these disasters to regional senior leadership, including the Regional Administrator.

Hazard Mitigation Community Planner | 2021–2022

- Assisted in developing two Admin Plans and two Mitigation Strategies necessary for the State to receive HMGP funding.
- Coordinated with state staff to promote and document the adoption of hazard mitigation plans.
- Successfully balanced steady-state and disaster responsibilities and informed supervisors of ongoing duties and availability.
- Vaccination Center Deputy Task Force Lead, Pod Leader, Eligibility Checker | 2021–2021
- Served as a team lead and assisted with eligibility determinations at a community vaccination center in Pennsylvania that delivered over 300,000 COVID-19 vaccines.
- Led and trained a team of local hires responsible for setting up and running a community vaccination center in an underserved area of Philadelphia to improve equity in COVID-19 vaccine distribution.
- Provided direction for program activities, including assigning staff tasks, coordinating with health care professionals and interpreters, and outdoor vaccine area logistics.
- Facilitated the logistics of delivering vaccines in a vaccination pod through clear directions to staff and interagency coordination with groups such as the National Guard, Red Cross, and Team Rubicon.

Hazard Mitigation Floodplain Management Specialist | 2018–2021

- Led floodplain management mapping team responsible for making flood zone determinations for FEMA Public Assistance (PA), Environmental & Historic Protection (EHP), and Consolidated Resource Center (CRC) personnel.
- Produced over 500 FIRMette maps required for PA and 406 Hazard Mitigation grant applications in Oklahoma, Arkansas, Louisiana, and Texas.
- Developed and maintained working relationships with FEMA staff, State stakeholders, and management at various levels.
- Monitored performance and program delivery through the use of Microsoft Excel.
- Translated and effectively communicated the rules when reviewing floodplain management ordinances for post-disaster requirements.
- Responsible for assessing damaged houses as a result of Hurricane Florence in North Carolina.
- Determined which houses were substantially damaged using FEMA’s SDE tool.
- Met with communities to discuss floodplain management subjects.
- Demonstrated the ability to communicate with internal and external partners.

FEMA Corps Member, AmeriCorps NCCC | 2017-2018

- Deployed as a Hazard Mitigation Floodplain Management Specialist working with Hazard & Performance Analysis to analyze and summarize open-source data relevant to increasing the effectiveness of FEMA and local programs intended to reduce the loss of life and property in Texas.
- Collaborated with an AmeriCorps team and FEMA HPA supervisor on how to conduct a watershed study based on the lessons learned from the Texas and Louisiana watershed studies.
- Handpicked by FEMA to conduct outreach as a Disaster Survivor Assistance Specialist on a Spanish-speaking composite team due to working Spanish fluency.
- Registered survivors, performed case updates, provided survivors with tailored responses to their questions regarding their case and programs FEMA offers, and referred survivors to vital resources.
- Completed over 100 registrations through canvassing streets and at fixed locations in the municipalities of San Juan, Carolina, Rio Grande, and Humacao.
- Employed Spanish speaking, reading, and writing skills on a daily basis while also translating for another FEMA Corps team in the field and local hires during onboarding.
- Performed DSA outreach in response to Hurricane Irma, aiding all survivors and communities professionally and applicant-centric.

Intern, Office of Congressman Phil Roe, U.S. House of Representatives | 2017-2017

- Represented the Congressman professionally by answering phone calls, emails, and letters from constituents, ensuring timely correspondence with community stakeholders.
- Provided exemplary customer service by leading constituents and congressional guests on tours around the U.S. Capitol Building.
- Contacted other Congressional Offices to help staffers complete legislative projects in a timely manner.

Research Assistant, The Culture Lab, University of Maryland | 2016-2017

- Assisted a postdoctoral researcher studying the psychological and neural mechanisms of stigma and social norms between different cultures worldwide.
- Displayed flexibility and problem-solving skills by using a wide range of analytical and evaluative methods to analyze scientific articles.
- Wrote and edited a significant portion of a cross-cultural neuroscience research article.
- Participated in weekly meetings with supervisor to discuss goals and new pathways for research.



Myrna Chase Planner II

Ms. Chase is experienced in Federal, State, local, and NGO emergency management and disaster recovery operations and program implementation. Expertise in federal disaster grant programs. Experienced in Public policy analysis.

10 + YEARS

EXPERIENCE IN DISASTER
RESPONSE AND RECOVERY
MANAGEMENT

EXPERTISE

- ▶ Disaster Recovery
- ▶ Community Engagement
- ▶ VOAD external relations
- ▶ Governmental Affairs
- ▶ Disaster Recovery Planning

EDUCATION

- ▶ MPA, Public Administration, Capella University, Ongoing
- ▶ B.A., Political Science, Norfolk State University, 1992

CERTIFICATION & TRAINING

- ▶ ICS Trainings
- ▶ Various American Red Cross Trainings
- ▶ Advance Instructor Fundamentals

PROFESSIONAL QUALIFICATIONS

Ms. Chase is an experienced emergency manager focused on governmental affairs and community engagement. Innovative, common-sense leadership, staff empowerment, accountability, and cross-functional communication focused on re-energizing the field of disaster response and recovery coordination and planning.

EXPERIENCE

Disaster Response Specialist II, IEM | 2022-Present

- Provides support to IEM's State and Local Disaster Response and Recovery Team with its disaster response and recovery efforts, working hand-in-hand with state and local government and private nonprofit representatives to guide them through both the response and recovery process.
- Collaborates with IEM's FEMA Public Assistance Disaster Recovery Specialist to develop state and local response and pre- and post-disaster recovery plans
- Provides project management support for projects under State and Local Disaster Response and Recovery Division.
- Coordinates meetings, developed meeting materials, and facilitated meetings for clients.
- Exercises independent judgment and gives recommendations to clients within Federal and State statutes, regulations, policies, and procedures.
- Collaborates with Federal, State, and Local representatives, clearly communicating all aspects of the recovery process.
- Serves in a response capacity in a State or Local Emergency Operations Center.
- Provides response and recovery-related training to state and local government clients.
- Develops Disaster Recovery Frameworks for clients, including job descriptions and job aids.

Liaison Officer, Illinois Emergency Management Agency (IEMA) – IEM Contractor | 2022-2023

- Provided IEMA Unified Area Command with situational awareness for the assigned site through monitoring of the operation and personnel.
- Gathered information necessary to assess and determine needs and actions for an assigned shelter site.
- Proactively assisted in problem-solving in collaboration with representatives from partner agencies at the shelter site.
- Reported and documented incidents occurring at the shelter site to escalate resolutions through UAC using ICS 214 form and Incident form reporting process using Smart Sheet.
- Checked in shelter staff using Reporting Dashboard to Personnel Accountability Form Smart Sheet for the reporting process.

Emergency Rental Assistance Program District Chief, Virgin Islands Housing Finance Authority | 2021-2022

- Managed VIHFA Eligibility Team case management staff and provided guidance to outside partner agencies with program regulations, policies, and procedures and problem-solving complex files for a 21.3-million-dollar Emergency Rental Assistance Grant from the U.S. Treasury Department-supervised team in completing the processing 800+ applications in six months.
- Reviewed and signed off on early denial letters, reviewed applicant files, and provided final approval of eligibility determination
- Transmitted agreements for VIHFA execution upon signature by landlords and prepared payment packages to account for approval and processing
- Reviewed weekly report summarizing file reviews and application status/disposition prepared by Eligibility Team managers.
- Chaired Appeals Committee-reviewed appeals upon receipt, gathered information, as appropriate, convened appeals committee, generated response letter in accordance with Appeals Committee findings

Governmental Affairs Specialist, FEMA | 2017-2021

Hurricane Irma, Florida

Hurricane Maria, Puerto Rico

Winter Storms, South Dakota

Hurricane Michael, Florida

Hurricane Laura, Louisiana

Hurricane Delta, Louisiana

Hurricane Zeta, Louisiana

Winter Storm, Louisiana

- Developed productive relationships through direct communication and outreach with state and local public officials as a deployed reservist in a major disaster.
- Prepared and presented response and recovery information related to FEMA Individual Assistance, Public Assistance, Hazard Mitigation, and National Flood Insurance Program to state and local public officials.
- Conducted in-person meetings and presentations with state, county/parish, and local elected public officials to identify issues, answer questions, manage expectations, and clarify policies and procedures for FEMA programs.
- Coordinated town hall meetings upon request of state and local county officials to discuss community concerns related to FEMA programs.
- Coached and trained local hires on IGA mission, FEMA programs policies, and procedures.
- Attended weekly meetings with the Federal Coordinating Officer, government administrators, and elected officials to discuss implementation of FEMA programs, Individual Assistance appeals process, and public assistance grant program service delivery and obligation of grant funds.
- Conducted foundational training and developed a governmental affairs checklist to assist new specialists with presenting response and recovery information related to FEMA programs policies and procedures.
- Submitted daily governmental affairs liaison activity report to become part of the executive summary for consideration to the External Affairs Officer and Federal Coordinating Officer.

Community Engagement Specialist, North Carolina Emergency Management | 2018-2019

Hurricane Florence

- Conducted disaster survivor needs assessment intake at the disaster recovery center and provided referrals to federal, state and county disaster recovery resources for over 500 disaster survivors.
- Educated disaster assistance applicants on FEMA grant program registration process and appeals process.
- Assisted disaster survivors with referrals to additional community and state resource information.
- Supported FEMA direct housing recertification inspectors and disaster case managers during visits to disaster survivors.
- Compiled Federal, State, and local government recovery program information, nonprofit and community resource assistance information into a resource guidebook.

Volunteer Infrastructure Program Fellow, AmeriCorps | 2015-2016

- Developed and implemented a volunteer program engaging high-value volunteers, particularly specialized/skilled volunteers and volunteers who take on leadership roles in the organization.
- Developed business partnerships that provide support for the Partner Site.
- Recruited and trained community members as volunteers to support the infrastructure of programs within nonprofit organizations.
- Tracked program and infrastructure development at the Partner Site, utilizing a defined AmeriCorps Member Work Plan.

- Served side-by-side with volunteers to provide guidance, to better understand the client's needs, and to improve the volunteer experience.

External Relations Community Partnership Supervisor (Volunteer), American Red Cross | 2015-2016

- Successfully collaborated with Volunteer Organizations Active in Disaster (VOAD) members' organizations, community partners, and the Virgin Islands Territorial Emergency Management Agency to develop a VOAD response and recovery plan.
- Collaborative with community leaders and organizations to build capacity, coordinated response and recovery activities, and address challenges to reaching vulnerable populations.
- Engaged private sector partners to invest in the VOAD response and recovery plan.
- Partnered with the Salvation Army and several local church organizations to implement the Salvation Army's "Preparing Together" program.



Kate Smith
Planner II/GIS

Ms. Smith has over 15 years of experience in emergency management, and she excels in helping clients understand and visualize risk through maps and modeling.

15+ YEARS

EXPERIENCE IN GIS &
EMERGENCY MANAGEMENT

EXPERTISE

- ▶ Technical Writing
- ▶ GIS
- ▶ Hazard Mitigation
- ▶ Mapping
- ▶ Data Collection and Analysis

EDUCATION

- ▶ M.S., Geography, University of Utah
- ▶ B.S., Geography, Brigham Young University, 2003

PROFESSIONAL QUALIFICATIONS

Ms. Smith is a client-focused Mitigation Planner and Geospatial Information Systems (GIS) Specialist. She has expertise in compiling, analyzing, and modeling information from diverse sources to build data-driven resources that effectively identify natural hazard vulnerabilities. She develops mitigation strategies to improve community resilience. Ms. Smith is a strategic thinker who investigates how new technologies and processes can improve quality and productivity. She is dependable, hard-working, adaptable, and accountable. Ms. Smith is committed to meeting and exceeding agency and client expectations.

EXPERIENCE

Hazard Mitigation Planner II, IEM | 2022-Present

- Analyzes impacts from various hazards in Santa Clara County, California. Gathers authoritative GIS data on hazard zones, critical facilities, infrastructure, demographics, and building inventory. Utilizes Hazus and GIS overlay tools to determine exposure and potential losses for multiple natural hazards. Prepares maps and other visual tools to facilitate interpretation of data results.
- Collaborates with clients and the IEM geospatial team to gather GIS data on critical facilities, infrastructure, and other community assets for Hazus analysis for Delaware SHMP. Composed maps of historical hazard impacts and other measures of vulnerability.
- Provided technical writing and review of hazard profiles for Alabama SHMP. Assisted with preparing materials for client planning meetings and documenting participation. Collaborated with planning partners to gather GIS data related to natural hazards, community assets, and historic hazard impacts.
- Assisted in updating community profiles for Washington County MJHMP for participating jurisdictions. Utilized GIS tools to identify structures and parcels within the FEMA 100-year floodplain and calculated total area and percentage of building and land exposure and potential dollar losses, summarized by occupancy and land use type.
- Develops and updates Local, Multi-Jurisdictional, and State Hazard Mitigation Plans.
- Collects and analyzes data related to natural hazards, community assets, and historical hazard impacts.
- Conduct vulnerability, capability, and risk assessments.
- Collaborates with local, state, tribal, and federal officials and other stakeholders to foster engagement in the mitigation planning process.
- Solicits and documents data and input from stakeholders to develop mitigation strategies.
- Technical writing and review of plans, documents, and reports.
- Assists with developing GIS/Mapping resources, spatial modeling, and analysis to develop and update risk assessment maps and other visualization tools (dashboards and similar dynamic displays).

GIS Technician, Draper City, Utah | 2016-2017

- Edited and maintained parcel dataset in SDE geodatabase.
- Utilized scripts and other automation techniques to merge datasets from two county databases into a common schema.
- Used GIS to produce data layers, maps, tables, and reports.
- Assisted with transitioning local business data into geospatial format.

Adjunct GIS Instructor, Salt Lake Community College | 2013-2016

- Prepared and presented instructional materials and software demonstrations on advanced GIS analysis techniques.
- Utilized Canvas online reporting system to document course syllabus and lesson materials and post grades on course assignments, presentations, and exams.
- Reviewed student work and provided constructive feedback.

Mitigation Planner/GIS Specialist, Unified Fire Authority/Salt Lake County EM | 2004-2014

- Updated local multi-jurisdictional hazard mitigation planning materials to comply with state and federal regulations.
- Facilitated mitigation planning team meetings, performed risk assessment analysis on hazard data and presented results, documented participant feedback, consolidated historical hazard impact records, and prepared written documents based on this information.
- Coordinated successfully with representatives from multiple local jurisdictions and state and FEMA representatives to accomplish planning goals, analyze hazard vulnerability, and develop appropriate mitigation strategies to limit hazard exposure risk.
- Supported the development of county emergency operation plans and strategic planning documents and assisted local officials in designing and implementing municipal emergency plans and other emergency management programs.
- Participated in training and exercises and after-action reporting related to emergency operations, response, and recovery planning efforts.
- Utilized GIS tools to identify geographic extent and vulnerability to natural hazards, collected, analyzed, and interpreted spatial data and imagery, and presented results in customized electronic and printed maps and reports.
- Reviewed data to verify currency, accuracy, usefulness, quality, and completeness of documentation.
- Provided geospatial intelligence via maps, dashboards, and other data visualization tools to support emergency response operations at the county Emergency Operations Center during multiple county emergencies.



Lisa Poziomek Planner II

Ms. Poziomek is a Master Exercise Planner with over 19 years of experience in Disaster Response and Recovery Operations.

20+ YEARS EXPERIENCE IN DISASTER RESPONSE & RECOVERY

EXPERTISE

- ▶ Disaster Response
- ▶ EOC Operations & Solutions
- ▶ Emergency Management
- ▶ Mass Care
- ▶ Individual Assistance
- ▶ Program Development & Management
- ▶ Strategic Planning
- ▶ Project Management
- ▶ Training and Exercise Development and Execution

EDUCATION

- ▶ B.S., Emergency Management, Indian River State College, 2022

PROFESSIONAL QUALIFICATIONS

Ms. Poziomek gained extensive knowledge in disaster response and recovery from her background as a local Emergency Management Coordinator, Public Health Preparedness Coordinator, and Disaster Program Manager for the American Red Cross in Florida, including responding to numerous major disasters locally, statewide, and nationally. Ms. Poziomek has assisted in developing localized guidance to document and streamline the public and individual assistance reimbursement process. She has also assisted local governments with generating preliminary damage assessments, developing volunteer and donation management programs, and program administration for the Hazard Mitigation Grant Program and Mass Care and Logistics projects. Her notable disaster experience with local, state, and non-profit organizations includes Hurricanes Katrina, Sandy, Isaac, Matthew, Irma, Dorian, Isaias, Eta, Ian, Idalia, and COVID-19. Ms. Poziomek's innovative problem-solving approach, ability to manage and lead teams, hands-on disaster response, training and exercise development, and recovery and mitigation experience make her a valuable participant in numerous disaster projects.

EXPERIENCE

Disaster Response Specialist III, IEM | 2021-Present

- Provides Emergency Management expertise in developing plans, training, and exercises for LUMA power company in Puerto Rico to ensure compliance with federal and regulatory requirements.
- Supported the Florida Division of Emergency Management (FDEM) by coordinating the community vaccination programs for the COVID-19 response.
- Coordinating efforts with FDEM operations section, legal, city, county officials, and vendors to support Health Equity sites throughout the state.
- Provides guidance and technical support to site managers to ensure safe and efficient operations.

Various Roles, Martin County, FL | 2014-2021

Emergency Management | 2018-2021

Public Health Preparedness Manager | 2014-2018

- Led in the development and maintenance of All-Hazard Plans, including:
 - Local Mitigation Strategy, Recovery and Mass Casualty
 - Mass Evacuation and Sheltering for coastal communities and within 10-mile EPZ
- Led the County's response to the COVID-19 pandemic, regularly coordinating with Florida Division of Emergency Management and Florida Department of Health personnel, County and city staff, Non-Governmental Organizations, the business community, and stakeholders.
- Successfully initiated procurement of needed Personal Protective Equipment, implementation of multiple community testing sites, coordination of reliable public information, non-congregate sheltering options, and set up a site for Point of Dispensing operations for the county.

- Led County response as Operations Manager to Hurricane Dorian, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Coordinated with County, Cities, and Private Non-Profits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility in Public Assistance categories A-G.
- Led County response as Operations Manager to Hurricane Eta, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Led County response as Operations Manager to Hurricane Isaias, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Provided technical assistance for WebEOC end users in the EOC. Managed logistics throughout the operation, ensuring all resources needed for response and recovery were available.
- Coordinated with County, Cities, and Private Non-Profits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility in Public Assistance.
- Led County response as Operations Manager to Hurricane Isaias, coordinating evacuations, sheltering, public information, and all other aspects of emergency response.
- Coordinated with County, Cities, and Private Non-Profits to conduct rapid damage assessment and submit costs to the State of Florida, demonstrating the County had exceeded its Per Capita Impact Indicator, ensuring eligibility in Public Assistance.

Martin County, FL Public Health Preparedness Manager | 2014-2018

- Led the Hospital Emergency Response Teams program development and training in response to CBBRN incidents.
- Managed and coordinated the Chem Pack program in coordination with the hospital system and state and federal partners.
- Provided training and exercises for the Strategic National Stockpile Program with all stakeholders.
- Supported County response to Hurricanes Matthew and Irma, coordinating evacuations, sheltering, public information, and all emergency response.
- Supervised implementation of the County's locally developed special needs sheltering program and ensured successful housing placement post-disaster in coordination with Elder Affairs.
- Managed federal preparedness grant with budget development, purchasing, and quarterly reporting.
- Provided multi-agency/multi-jurisdictional training and HSEEP-compliant exercises focused on public health emergencies.

Disaster Program Manager, American Red Cross | 2009-2014

- Deployed to Baton Rouge, Louisiana, as Mass Care Feeding Supervisor in response to Hurricane Katrina.
- Managed feeding routes, staff, and meal selection at out shelters in Louisiana.
- Managed staffing and food distribution for 12 trucks delivering from the warehouse.
- Worked with local representatives to ensure the employment of locals for catering services.
- Managed warehouse logistics, ensuring accountability and resource tracking.
- Deployed to Maine and New Hampshire as Staffing Lead in response to Hurricane Irene.
- Worked with local staff to ensure the needs of the areas impacted by Hurricane Irene were being met and policies for local responders were being followed.
- Provided lodging and staff assignments for incoming staff deployed nationwide.
- Deployed to New York for Hurricane Sandy as Government Operations Liaison.
- Led the fusion center and coordinated with FEMA to develop a recovery guide utilized at Disaster Recovery Centers in the state.
- Developed and managed demobilization plans and activities for Mass Care programs.



Sabrina Lunsford

Planner I

Ms. Lunsford's experience includes a keen attention to detail in Mitigation Planning, Risk Reduction, Technical Writing, and Research.

7+ YEARS

MITIGATION PLANNING AND
RISK REDUCTION

EXPERTISE

- ▶ Hazard Mitigation
- ▶ Risk Reduction
- ▶ Program & Project Management
- ▶ Leadership
- ▶ Technical Writing
- ▶ Research
- ▶ Self- Management
- ▶ Interpersonal Skills
- ▶ Attention to Detail
- ▶ Problem Solving
- ▶ Community Lifelines
- ▶ Hazard Identification

EDUCATION

- ▶ M.S., Marriage and Family Therapy, Friends University, 2019
- ▶ B.S., Psychology, Fort Hays State University, 2017

PROFESSIONAL QUALIFICATIONS

Ms. Lunsford came to IEM as a Planner 1 after serving as Risk Reduction Coordinator for the Kansas Army National Guard. She has actively participated in developing multiple plans, including writing, conducting hazard research, and compiling statistics and analyses. She has also taken extensive FEMA training, including courses on the hazards that could impact San Bernadino. She understands the importance of documenting the planning process to meet FEMA guidelines and identify key stakeholder contributions to enable plan maintenance moving forward. Before the COVID-19 pandemic restrictions, Sabrina demonstrated remarkable foresight by identifying the potential for high-risk casualties. She then devised and implemented standard operational procedures, best practices, and a range of safety measures across the company to minimize the risk of exposure and transmission to hundreds of vulnerable individuals and employees who visit and work for a private practice facility. Her commitment to mitigation and risk reduction enabled the facility to maintain total operational capacity throughout the pandemic.

EXPERIENCE

Hazard Mitigation Planner, IEM | 2023-Present

- Assist state and local governments with developing hazard mitigation plans, including formulating mitigation goals, strategies, and objectives.
- Assist with client and project development by keeping track of opportunities, identifying client needs, and creating proposals.
- Participated in Technical writing and evaluations, including the Tennessee State Hazard Mitigation Plan, the Alabama Enhanced State Hazard Mitigation Plan, and other risk assessments.
- Develop and/or update state, local, and federal hazard mitigation plans.
- Assists with planning research, data collection, and data management.
- Coordinates input from various plans, data sources, and stakeholders
- Facilitates planning team meetings, public outreach, and other stakeholder engagement.
- Collects and reviews data for incorporation into the capability assessment.
- Identifies mitigation solutions to reduce the identified hazard vulnerability.
- Provide guidance on FEMA Section 201 mitigation planning requirements.
- Provides client-facing technical consulting on program policy and procedures.

Pre-registration Analyst, Stormont Vail Health Care Hospital | 2022-2023

- Understood and followed the Stormont-Vail confidentiality policy and always maintained the confidentiality of patients, co-workers, volunteers, and physician offices.
- Received calls, faxes, or computer-generated orders from physician offices to schedule patients for hospital services. This includes the transcription of orders from providers outside of our organization.
- Followed the Stormont-Vail confidentiality policy.

- Received calls, faxes, or computer-generated orders from physician offices to schedule patients for hospital services.
- Taking into consideration the need for specialized resources such as anesthesia, hospitalists, pediatric intensivists, interpreters, etc., and coordinating these resources with the planned service.
- In/Out of network status, prior authorization, and medical necessity and taking appropriate actions to ensure proper billing, including completing Medicare ABN, Blue Cross Limited Waiver, or Financial Obligation documents.
- Collected and updated the comprehensive data set at the time of scheduling or preregistration, validating patient information, which includes a collection of patient demographics, insurance sources, accident information, and completion of the MSPQ.
- Created estimates when appropriate and calculated patient liabilities according to established procedures and as needed.
- Initiated the self-pay workflow, verified insurance, and coordinated benefits promptly, which included initiating pre-certifications (notice of admission) for bedded patients.
- Collected/updated the comprehensive data set during scheduling or preregistration.
- Created estimates when appropriate and calculated patient liabilities according to established procedures and as needed.
- Verified insurance and coordinated benefits in a timely manner.
- Applied advanced technical billing knowledge to track and resolve failed edits.
- Assisted team with problem-solving.

Risk Reduction Coordinator, Magellan Federal/Dytech/Kansas National Guard | 2020-2021

- Oversaw the ARNG Substance Abuse and Suicide Prevention Programs.
- Established positive relationships with State Points of Contact (POCs).
- Provided direct supervision, management, and oversight of the Prevention Coordinator(s) (PC) and Suicide Prevention Program Coordinator (SPC).
- Coordinated and conducted Substance Abuse Prevention (SAP) Training for ARNG Units that meet or supersede AR 600-85 requirements and AR 350-53.
- Coordinated Suicide Prevention (SP) and Bystander Training for ARNG leaders and units that met or superseded AR 600-63 requirements, DA-PAM 600-24, and ALARACT 057-2014.
- Provided delivery and review of Unit Risk Inventory (URI) and Reintegration Unit Risk Inventory (RURI) reports to the corresponding state-level POCs.
- Created and provided Unit commanders with the Risk Mitigation Plan (RMP), which includes recommended training based on URI results.
- Managed DAMIS accuracy and timeliness for SAP training and case management.
- Ensured CIMS accuracy and timeliness for SP.
- Managed the Substance Abuse referred Soldier cases from initial referral to final disposition status.
- Served as a member of the Commander's Readiness and Resiliency Council (CR2C) and the Adjutant General's Alcohol and Drug Intervention Council (ADIC).
- Established and maintained relationships with community-based providers.
- Attended and provided information briefings for Substance Abuse and Suicide—Interim Progress Reviews.
- Created and provided monthly Status reports for both SAP and SP.

Office Manager, Dermatology PA | 2017-2020

Medical Assistant | 2012-2020

- Implemented a new practice management system.
- Built insurance billing and claims processing system.
- Supervised, trained, and evaluated administrative staff.
- Created office policies and procedures manual.
- Created drug and alcohol program and monitored employee and patient risk for misuse.
- Collaborated with PCP in monitoring patients' mental health.
- Created absentee and vacation policies and an accrual system.
- Electronically documented patient history and complaints.
- Compliance and credentialing of physician and practice.
- Trained all new employees and students.
- Initiated any prior authorizations needed from insurance companies regarding additional tests or medications.
- Prepared patients for surgery using proper techniques.
- Assisted physician with surgery as well as sutured closures following surgery.

- Made sure regulations, guidelines, and standards were followed.
- Used popular software for electronic medical records (EMR), billing, scheduling, and payroll software.
- Participated in the hiring and onboarding of new administrative staff.
- Devised and implemented COVID-19 protocols.
- Developed and implemented office policies and procedures.
- Interim Coordinator of Training and Collection Site Monitoring, Kansas Health Solutions | 2013-2015
- Trained employees and supervisors per DOT regulations
- Developed training programs that include PowerPoint presentations, demonstrations, and tests.
- Trained personnel in the proper collection of urine drug screening, hair collections, and EBT training, both onsite and in-house.
- Supervised and scheduled mobile collectors for collections.
- Followed through to ensure work was complete at the end of each quarter and met quotas.
- Knowledge of bill preparation for website training.
- Coordinated, scheduled, and performed Regional Training up to, but not limited to, 100 individuals for DOT both in Kansas and Oklahoma.
- Complete collection site reviews, ensuring all contracted sites comply with regulations.
- In-depth knowledge of the Federal Code of Regulations.
- Notified the DER of each quarter of random participants and find alternates when needed using the proper route.



Kenneth Taylor
Fire SME

Disaster response, prevention, mitigation, and policy analysis with over 30 + years of experience with federal and military operations.

30+ YEARS

EXPERIENCE IN RESPONSE,
MITIGATION & PREPAREDNESS

EXPERTISE

- ▶ Response Management
- ▶ Policy Analysis
- ▶ Military Operations

EDUCATION

- ▶ A.A.S., Fire Science | Community College of Air Force, 2007
- ▶ Certification & Training
- ▶ Various FEMA IS Courses

PROFESSIONAL QUALIFICATIONS

Kenneth Taylor leverages his 25 years of service with the United States Air Force and United States Air Force (Reserves), along with his 23 years of civil service with the United States Navy as a fire protection specialist, for his current position as a Disaster Response Specialist.

Mr. Taylor has vast knowledge garnered through his experience in planning, developing, and executing programs and policies for emergency and disaster response on behalf of the federal government and military. Throughout his career, Kenneth has managed teams, projects, and programs to support the mission at hand. He has held various positions in the fire service, from the entry-level firefighter to the executive level of fire chief, supporting all roles and responsibilities of prevention, mitigation, preparedness, response, and recovery for emergency response in support of all stakeholders.

EXPERIENCE

Disaster Response Specialist III, IEM | 2022-Present

California-Tustin Navy Hangar Fire 2023-Present

- As a member of the Finance component of the Incident Management Team under the Orange County Fire Authority, demonstrated a strong commitment to provide fiscal responsibility for the city and citizens of Tustin
- Provide technical and administrative guidance to the City Manager and other city staff members.
- Conducts evaluations of proposals, offers, and bids in accordance with 2 CFR 200 and federal financial regulations
- Periodically review documents of vendors' invoices for contract compliance
- Draft scopes of work for bid proposals to support work to be conducted for the City of Tustin
- Continuously evaluate and improve cost analysis processes
- As a team member, collaborated with the creation of a statistical methodology for tracking expenditures and invoices to account for funds obligated and executed
- Provide recommendations on future policies and procedures as needed for continued success and compliance of all procurements related to federal financing regulations.

New York – NYCEM 2023

- Coordinate with both respite site staff and City agencies, including New York City Emergency Management (NYCEM) and Health and Hospitals.
- Coordinate arrivals of asylum seekers to the Respite Center by communication with NYCEM staff at the Welcome Center.
- Troubleshoot and escalate issues as needed with NYCEM
- Work directly with onsite front-end staff to identify, address, and elevate issues.
- Welcome asylum seekers as they arrive and direct them to open cot spaces.
- Orient asylum seekers to the center, including bathrooms, showers, and dining areas

- Work with NYCEM to communicate and coordinate the movement of asylum seekers to HERRCs or their next destination, including coordination, logistics, or paperwork needs.
- Tracking and Reporting of individuals and families at the Respite Center by communicating with designated staff and keeping official records.
- Maintain count of available beds at the respite center, with support of designated staff on site.
- Report to NYCEM on any medical incidents, concerns, or other issues
- Provide start and end of shift reports as requested.
- Ensuring that the HOST system reflects current guest and shelter data.
- Submit all daily Bill of Ladens, sign-in rosters, and food invoices using the Airtable website

Various Roles, Department of Navy | 2015-2020

Battalion Fire Chief | 2020-2022

Interim Fire Chief | 2020

Deputy Fire Chief | 2019-2020

Health and Safety Officer | 2015-2018

Prevention Fire Chief | 2015-2018

Battalion Chief | 2002-2015

Fire Inspector | 1999-2007

- Conducted training and acted as the incident commander utilizing the all-hazards emergency management plans to ensure the response teams could properly respond, control, contain, and recover after an aircraft incident, fire, security centric and chemical, biological, and radiological emergency.
- Instructed ICS 300/400 to installation personnel, reviewed and provided recommendations to the agency on their emergency management plans, policies, and procedures.
- Provided administrative and logistical support to the EOC (emergency operations centers) and other agencies during emergencies and exercises and acted as a liaison between federal, state, and local emergency responders to coordinate emergency responses.
- Served as senior fire department representative at the Whiting Field Emergency Operations Center during various aircraft emergencies and natural disaster incidents.
- Served as Fire Department subject matter expert (SME) on two critical \$45M aircraft hangar projects vital to tenant/COCOM missions.
- Conducted training and acted as the incident commander utilizing the all-hazards emergency management plans to ensure the response teams could properly respond, control, contain, and recover after an aircraft incident, fire, security centric and chemical, biological, and radiological emergency.
- Instructed ICS 300/400 to installation personnel, review and provide recommendations to the agency on their emergency management plans, policies, and procedures.
- Conducted safety briefs before and after all exercises and provided post-emergency incident debriefs.
- Provided administrative and logistical support to the EOC and other agencies during emergencies and exercises and acted as a liaison between federal, local, and Italian government agencies.
- Reviewed and formulated the department's goals and priorities for the emergency management policies, plans, and procedures as needed to meet the mission of the installation and readiness of the organization.
- As a member of the Installation Training Team, I monitored the department's readiness for new and existing emergency management policies by conducting various department all-hazard training exercises and base-wide exercises.
- Evaluated the effectiveness and efficiency of the emergency management program, developed alternatives, and provided recommendations for improving emergency response.
- Managed the Emergency Medical Services (EMS) program, supervising the daily activities of shift personnel, and handled fire and EMS personnel issues in our area of responsibility (AOR) consisting of over 500 military housing units, 25K personnel, the multi-million-dollar Naval Aviation Museum, and the Blue Angels F-18 Squadron.
- Coordinated the maintenance of five fire stations and apparatus maintenance for 20 vehicles.
- Conducted training and acted as the incident commander utilizing the all-hazards emergency management plans to ensure the response teams could properly respond, control, contained and recovered after an aircraft incident, fire, security centric and chemical, biological, and radiological emergency.
- Started monthly articles in the base newspaper, Gosport, on Fire Prevention and medical articles for EMS week.
- Introduced a new method of conducting flight line extinguisher accountability and serviceability by capturing data in Enterprise Safety Applications Management System (ESAMS) versus paper checklists.

- Assisted with the oversight of two fire station remodeling projects, to include arranging alternate billeting and meals for the on-duty personnel during the 6-month long renovation projects.
- Conducted base wide training on fire prevention rules, regulations, and policies.
- Conducted and evaluated facilities to ensure the National Fire Protection codes are made.



Diana Rothe-Smith, CVA
Fire SME

Subject matter expert on Volunteer and Donations Management, Voluntary Agency Coordination, Disaster Case Management, and FEMA regulatory and statutory authorities.

17+ YEARS

EXPERIENCE IN EMERGENCY MANAGEMENT & COMMUNITY-BASED RECOVERY

EXPERTISE

- ▶ Project Management
- ▶ Partner Engagement
- ▶ National Programs
- ▶ Whole Community
- ▶ Communications
- ▶ International Event Management
- ▶ Volunteer Management

EDUCATION

- ▶ M.A., Organizational Leadership with Concentration in Civic Engagement and Social Impact, Claremont Lincoln University
- ▶ Emergency Management Institute, National Emergency Manager Advanced Academy
- ▶ Graduate Certificate in Emergency Management and Organizational Continuity, Boston University Metropolitan College
- ▶ B.A., Business Administration and Behavioral Science, Oglethorpe University

PROFESSIONAL QUALIFICATIONS

Diana Rothe-Smith has been applying a whole community approach to disaster for nearly twenty years—at the local, state, and national levels- in government, nonprofit, and private sectors. Diana was the executive director of the National Voluntary Organizations Active in Disaster during Hurricanes Katrina (2005), Gustav and Ike (2008), the Deep Water Horizon (2009), Yukon River Ice Jams (2009), the American Samoa Tsunami (2009), the Haitian Earthquake (2010), and many floods and tornadoes. Diana was the FEMA Acting Section Chief for Voluntary Agency Coordination during the continued long-term recovery from Hurricane Maria (2017), the 2020 Puerto Rico earthquake, the COVID-19 national emergency (2020- 2022), unaccompanied migrant children (ongoing), and Hurricanes Laura (2020), and Ida (2021).

EXPERIENCE

Program Manager, Individual Assistance, IEM | 2022-Present

- Implements innovative approaches to disaster case management with whole community resource alignment.
- Establishes solutions to individual assistance housing and wrap-around services for better service delivery to survivors.
- Works with states to utilize federal statutory authorities, state coordination, and nongovernmental resources for survivors.
- Montana Disaster Case Management Program Management for 2022 Floods.
- Hurricane Ian, 2022- Florida Division of Emergency Management Individual Assistance and Recovery Technical Advisor
- Re-establishment of State-Led Disaster Housing Taskforce
- Outreach efforts for individuals and households' access to federal, state, and nonprofit resources
- Supported the coordination of nonprofits, businesses, and other resource alignments for housing gaps

Various Roles, Federal Emergency Management Agency | 2018-2022

Voluntary Agency Coordination, Individual Assistance | 2019-2022

Office of Business, Industry, and Infrastructure Integration | 2018-2019

- Worked directly with nonprofit, philanthropic, and corporate partners to increase unity of effort to support survivors.
- Championed effective disaster case management to integrate federal programs and social service networks.
- Coordinated non-governmental resources to identify and fill gaps for Stafford and non-Stafford events, including the COVID-19 Global Pandemic, earthquakes, wildfires, hurricanes, tornadoes, floods, and humanitarian crises.
- Developed a mechanism to integrate in-kind donation offers from the private sector in the fulfillment of needs requested by states, territories, and tribes, as well as other unmet needs expressed by local communities and voluntary organizations.

- Created communications and outreach unit to provide more digestible situational awareness to direct service providers.
- Oversaw 2019 FEMA Partnership Day (onsite), 2020 Partnership Day (virtual), 2020 COVID Donations Processing Cell, 2021 Hurricane Primer Tabletop Exercise, 2022 Voluntary Agency Coordination chapter revision of the Individual Assistance Policy and Program Guide 2.0, and Donations Processing Unit Standard Operating Procedure.
- Technical guidance to National Business Emergency Operation Center (NBEOC) members and stakeholders.

Senior Program Manager, Emergency Management, Volunteer Fairfax | 2017-2018, 2005-2006

- Fairfax Emergency Operation Center Volunteer and Donations lead.
- Created and managed a resiliency program that integrated community businesses, houses of worship, homeowner associations, and others into the local response efforts.
- Led multi-agency effort for spontaneous unaffiliated volunteer management plan across the National Capital Region for its 2004 Urban Area Security Initiative DHS grant as part of a \$2 million volunteer and non-profit planning deliverable.

Program Manager, Community Solutions, International Association of Fire Chiefs (IAFC) | 2014-2017

- Firefighter Safety Through Advanced Research (FSTAR) Health, 2017: Created a marketing campaign and online public relations toolkit for this wellness and fitness initiative funded by a FEMA Fire Prevention and Safety Grant.
- National Volunteer Workforce Solutions, 2015 – 2017: Project Lead on this national multi-million-dollar federal SAFER grant.
- Whole Community Planning for Disaster, 2014- 2016: Developed course for FEMA National Training and Exercise Division
- World Police and Fire Games, Fairfax 2015, Director of Volunteer Workforce: Successfully recruited, trained, outfitted, and supervised over 4,000 volunteers for 61 sports and 10,000 athletes.
- International Association of Women in Fire and Emergency Services (I-Women), Association Manager, 2014 – 2016.

Independent Contractor, Self-Employed | 2010-2013

- 2011 Hurricane Sandy – Long-Term Recovery Grant Management and Volunteer Management
- Transportation Manager, 2012 Democratic National Convention.
- Senior Advisor- Disaster Planning, Volunteer Management for Volunteer Fairfax.
- Senior Advisor, National Voluntary Organizations Active in Disaster.

Executive Director, National Voluntary Organizations Active in Disaster (NVOAD) | 2007-2010

- Appointed by FEMA Administrator to National Advisory Council, served three years.
- Testified before United States Congress three times on behalf of service providers committed to donations management, disaster case management, and disproportionately affected populations.
- Author and Contributor: National Response Framework (2007), National Commission on Children & Disasters (2009), Disaster Housing Framework (2009), Multi-Agency Feeding Template (2009), and the National Disaster Recovery Framework (2010)
- Chaired the Coordinated Assistance Network (CAN), a program that brought together the CEOs from the largest disaster organizations for improved disaster case management service delivery.
- Co-chaired National Citizen Corps Council & Freedom Corps Volunteer Committee.
- Co-chaired the National Response Framework Volunteer & Donations Management Workgroup.
- Doubled staff and tripled budget through strategic long-term fundraising.
- Created strategic plan, membership criteria, and direct service standards of care.
- Served on policy committees for disaster housing, donations management, volunteer management, multi-agency coordination, public/ private partnerships, supply chain management, disaster case management, mass care, mass feeding, shelter operations, emotional and spiritual care, long term recovery, children's needs, and philanthropic coordination.
- Keynote speaker for state & national level conferences, including televised events.
- Non-profit coordination for over 20 national disaster activations.

National Program Director, Disaster Services, Points of Light Foundation | 2006-2007

- Served as training and technical assistance advisor to corporations, nonprofits, national service members, 318 volunteer centers, and the Corporation for National and Community Service (Now AmeriCorps).
- Chaired National VOAD Volunteer Management Committee & Citizen Corps Volunteer Committee.

AmeriCorps VISTA Member, Greater DC Cares (Points of Light Affiliate) | 2003-2005

- Community-based emergency preparedness for low-income families and individuals with differing abilities
- Supported region-wide volunteer management, human services, and disaster non-profit coordination components of the 2003 National Capital Region Urban Area Security Initiative DHS grant.

Special Event Project Manager and Trainer, Hands On Atlanta (Points of Light Affiliate) | 2002-2003

- Created a six-week training curriculum for 300 volunteer project leaders who completed 500 large-scale projects across 15 days of service.

Project Manager, International Event Services | 1995-2002

- 2002 Olympic Winter Games, Salt Lake City, Utah and 2000 Olympic Games, Sydney, Australia: planned and implemented systems, each with 500 vehicles, 450 staff, and five motor pools, at 20 venues and 40 accommodation sites, for 4,000 NBC broadcast employees, within a \$5 million budget.
- 2001 World Special Olympics, Anchorage, Alaska: conducted transport operations for 5,000 athletes, officials, media, and spectators to/from the Snowshoe and Cross-Country Skiing Venue.
- 1998 Goodwill Games: project manager to recruit, train, and supervise 1,500 transportation volunteers and 50 paid supervisors for the production of Time-Warner broadcast.
- 1996 Olympic Games, Atlanta, Georgia: personnel management and human resources coordination for 300 staff.

Various Disaster Deployments | 2004-2022

- 2022 Uvalde School Mass Shooting- Voluntary Agency Situation Awareness in support of region.
- 2022 Migrant Border Support to Customs and Border Patrol- voluntary agency coordination.
- 2020- 2022 COVID-19 - Donations Processing Cell Supervision.
- 2019 Migrant Border Crisis- Humanitarian Coordination.
- 2018 Hurricane Florence- Volunteer and Donations Mgt Fairfax County, Virginia.
- 2017 Centreville Senior Living Fire- Case Management and Unmet Needs Fairfax County, Virginia.
- 2015 World Police and Fire Games- Crisis Management and Incident Command, Fairfax, Virginia.
- 2011 Hurricane Sandy- Long-Term Recovery Grant Management and Volunteer Management.

APPENDIX B: FORMS

- Notice of Change of State of Incorporation and Legal Name
- MBE/WBE Statements



P.O. Box 110265
Research Triangle Park, NC 27709

919-990-8191

www.iem.com



**Notification of Change of State of Incorporation and Legal Name of
Innovative Emergency Management, Inc. (a Louisiana corporation) to
IEM International, Inc. (a Delaware corporation)**

To Whom It May Concern:

I am writing on behalf of Innovative Emergency Management, Inc., now known as **IEM International, Inc.**, to formally advise you of a recent change in our state of incorporation and our corporate legal name. This letter ensures that all our valued partners, including your agency, are fully informed of these changes. The company will continue to conduct business as **IEM**.

Change in State of Incorporation: As of January 16, 2024, Innovative Emergency Management, Inc. has changed its state of incorporation from Louisiana to **Delaware**, following a comprehensive review of the current legal and business environment and IEM's international presence.

Change in Corporate Legal Name: Concurrent with the change in state of incorporation, we have also rebranded our corporate identity. Effective January 16, 2024, Innovative Emergency Management, Inc. will legally operate under the new name **IEM International, Inc.**. This change reflects our evolving business model and expansion of services, as well as our strategic branding initiatives.

Please be assured that these changes do not affect our existing contracts, obligations, shareholders, or business relationships. Neither change represents a "change of control." The corporate entity remains the same, and all contractual agreements and understandings with your agency remain in full force and effect. Our Federal Employer Identification Number, DUNS number, and CAGE code remain unchanged. Additionally, our commitment to delivering high-quality services remains steadfast.

We request that you update your records to reflect our new state of incorporation and corporate legal name. All future correspondence, invoices, and documents should be addressed to IEM International, Inc., and any agreements or contracts in negotiation should be updated accordingly.

We appreciate your attention to this matter and the prompt update of your records. Our team remains available to assist with any further information or clarification you may need.

Thank you for your continued partnership and understanding. We look forward to maintaining and strengthening our business relationship.

Sincerely,

A handwritten signature in blue ink that reads "Brad Tiffie".

Brad Tiffie
Chief Administrative Officer

WBENC

WOMEN'S BUSINESS ENTERPRISE
NATIONAL COUNCIL

JOIN FORCES. SUCCEED TOGETHER.

hereby grants

National Women's Business Enterprise Certification

to

Innovative Emergency Management, Inc. DBA IEM

who has successfully met WBENC's standards as a Women's Business Enterprise (WBE).
This certification affirms the business is woman-owned, operated and controlled and is valid through the date herein.

Certification Granted: May 31, 2001

Expiration Date: May 31, 2024

WBENC National Certification Number: 244942

WBENC National WBE Certification was processed and validated by Greater Women's Business Council, a WBENC Regional Partner Organization.



Authorized by Roz Lewis, President & CEO
Women's Business Center



NAICS: 541611, 541990

UNSPSC: 80101600, 80101604, 80101606, 80101607, 80151605





WWW.NWBOC.ORG

MBE22052

CERTIFICATION NUMBER

01/16/25

EXPIRATION DATE

Certifies that:

**Innovative Emergency Management, Inc.
DBA IEM**

has successfully met the requirements of the NWBOC national certification program for certification as a minority-owned and minority-controlled business.

The identified business has qualified as an eligible Minority Business Enterprise (MBE) as set forth in NWBOC standards and procedures.

PHYLLIS HILL SLATER
Board Chair, NWBOC

541611, 541618, 541690, 541990, 561990

NAICS Code(s)

01/17/22

Date

WWW.NWBOC.ORG

INFO@NWBOC.ORG | 800-794-6140 | 1101 East Cumberland Ave, Suite #301, Tampa, Florida 33602

TAMPERING OR ALTERING THIS CERTIFICATE IS, IN THE DISCRETION OF NWBOC, GROUNDS FOR TERMINATION OF CERTIFICATION.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: County Counsel and Code Enforcement

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

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:

Adopt proposed ordinance.

FISCAL IMPACT:

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

CONTACT NAME: Christopher Beck, County Counsel

PHONE/EMAIL: 760 924-1706 / cbeck@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed Ordinance
Exh A to Proposed Ordinance

History

Time	Who	Approval
6/26/2024 4:38 PM	County Counsel	Yes

6/24/2024 3:24 PM

Finance

Yes

6/26/2024 6:24 PM

County Administrative Office

Yes

County Counsel
Christopher L. Beck

Assistant County Counsel
Emily R. Fox

Deputy County Counsel
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: July 2, 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 July 2, 2024

Departments: Public Works - Fleet

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Signature Authorization for Purchase
of 5 Kodiak Blowers and Accessories

AGENDA DESCRIPTION:

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

Kodiak Blower signatory authorization to Public Works Director for the purchase of 5 snow blowers Kodiak blowers and accessories as shown in staff report attachment.

RECOMMENDED ACTION:

Authorization for Public Works Director to sign PO with required options along with all other paperwork required for purchases and payment of invoices.

FISCAL IMPACT:

The Purchase of the 5 Kodiak snow blowers will require up to a \$1,500,000 transfer from the Local Assistance Project Fund.

CONTACT NAME: Karyn Spears

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

SEND COPIES TO:

kspears

proten

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Kodiak Blower Staff Report
<input type="checkbox"/> Attachment A – Minute Order 23-087 (with M23-087 staff report)
<input type="checkbox"/> Attachment B – Quote from Kodiak for 326 and 430 hp Blowers

History

Time	Who	Approval
6/26/2024 4:40 PM	County Counsel	Yes
6/24/2024 4:52 PM	Finance	Yes
6/26/2024 6:25 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: July 2, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Karyn Spears, Assistant Public Works Director
Subject: Purchase Approval for Blower Purchase FY 2024/2025

Background:

During the Regular Board Meeting of May 02, 2023, staff discussed the need for Loaders with Blower attachments. It was determined at that time that only the Blowers would arrive in FY 2024/2025. With Minute Order M23-087 approved, staff was authorized to increase budget allocations for the purchase of the loaders/blowers. All of the loaders have arrived, and payment completed. Cost of Blowers was included in the FY 2023/2024 Budget. No Blowers arrived in the expected Fiscal year, thus requiring this new approval for FY 2024/2025.

Discussion:

As of last Month, we were informed that the first blower will be available starting July 2024. At this point, we expect that all the blowers will arrive in FY 2024/2025

The attached Quotes from Kodiak include several options. Items required are the Quick Hitch and the Spot Casting Chute. We will not be purchasing the optional Blower Head Overhead Lights. A total of \$1,470,000 is expected for the purchase of the Blowers as follows:

- Kodiak Blower for 950 - 2 (two) for an approximate total of \$550,000
 - Base Loader Price each = \$234,261
 - Quick Hitch for Loader attachment each = \$5,500
 - Spot Casting Chute each = \$13,250
 - Estimated Tax each = \$20,000

- Kodiak Blower for 966 - 3 (three) for an approximate total of \$920,000
 - Base Loader Price each = \$265,957
 - Quick Hitch for Loader attachment each = \$5,500
 - Spot Chute each = \$13,250
 - Estimated Tax each = \$21,000

There was no deposit required upon order. There are also delivery charges, so we are requesting a total of \$1,500,000. This item is to authorization to the Public Works Director to sign PO with required options along with all other paperwork required for purchases and payment of invoices.

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

Respectfully submitted,

Paul Roten
Public Works Director

Attachments: Attachment A – Minute Order 23-087 (with staff report)
Attachment B – Quote from Kodiak for 326 and 430 hp Blowers

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

*Scheereen Dedman
Clerk of the Board*

*Queenie Barnard
Assistant Clerk of the Board*

**REGULAR MEETING of
May 2, 2023**

**MINUTE ORDER
M23-087
Agenda Item #7g.**

TO: Public Works

SUBJECT: Budget Adjustment for the Purchase of Loaders

Approved budget adjustment (4/5 vote required).

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-087



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

May 02, 2023

To: Board of Supervisors

From: Paul Roten, PW Director

Re: FY 2022-23 Requested Budget Adjustment

Recommended Action:

Approve requested increase in appropriations as recommended in Attachment A, or as amended (requires 4/5ths approval).

Discussion:

This item is a request for an increase in revenues and budgeted appropriations increase in budget unit 650-10-723-53020. This request is for the purchase of three (3) Caterpillar 966 loaders and two (2) Caterpillar 950 loaders. The cost of this equipment will be approximately \$2,255,920.

Presently the Road Department has the following large snow blowing equipment:

- 3 Klauer SnoGo's – 2 for parts, one operational and only work on the 936's (these are older than model year 1980, not known)
- 3 Norland's – 1 operational 2 for parts (these are model year 1980 and 43 years old)
- 2 Stewart Stevenson's – both working at moment, but failing frequently (these are model year 2000 and 23 years old)

Mono County has a total of 4 blowers operational out of our 8. This year's typical winter operations included a week of maintenance and down time for every 2 or 3 days of operations. During this last winter there were times when there were no large snow blowers available, and the crew made do with plow trucks and small trackless snow blowers (which are more used on sidewalks and cleanup).

After purchases which will include the Caterpillar Loaders in this fiscal year and Kodiak Self-Contained Snow Blowers in next fiscal year, we will have the following equipment:

- 1 Klauer SnoGo (only fit older 936's) will continue to use as long as we can, using parts from broken ones.
- 1 Norland (will push for a few more years before expected replacement, keeping the two broken ones for parts and backup. These are larger single purpose Snow Blower, and we often need this to open Upper Rock Creek and Virginia Lakes, as well as to help open Tioga Pass.)
- 1 Stewart Stevenson (will push for a few more years, these are only 23 years old, so expect to get a few more years out of them. Only counting the 2 as 1, to account for breakdowns.)
- 3 - Caterpillar 966 Loaders with Kodiak self-contained Blowers– new and should have better operational to broken ratio.
- 2 - Caterpillar 950 Loaders with Kodiak self-contained Blowers.

With this, Mono County will have 8 blowers operational. This should allow our crews to spend less time fixing equipment and moving equipment and more time clearing roads of snow and debris. Parts availability will be greatly improved for the new equipment.

Going to backup, auction or to spare parts yard will be:

- 1 Stewart Stevenson – will use as backup when and if it stays operational.
- 1 Norland – not operational now but will return to backup duty depending on parts availability.
- 2 Klauer SnoGo's with 936 Loaders will go to parts yard.
- 1 966 with split blower – This is a not operational older piece of equipment and will auction.

The distribution of the equipment throughout the county will include:

- Crowley Road Shop - 2 Caterpillar 966 with Kodiak Blower's
- Benton Road Shop - 1 Stewart Stevenson
- Lee Vining Road Shop - 2 Caterpillar 950 with Kodiak Blower's and 1 936 with Klauer SnoGo
- Bridgeport Road Shop - 1 Caterpillar 966 with Kodiak Blower and 1 Norland

Funding will be with a one-time subsidy from the General Fund. We propose and request approval for the following adjustments to cover specific overages.

Attachment:

Attachment A – Signed Appropriation Transfer Request indicating Board approval is required.

If you have questions regarding this item, please contact Paul Roten at 760-709-0427, or proten@mono.ca.gov

Respectfully submitted,

Paul Roten, Public Works Director

SRM-Kodiak

When Mother Nature is a bear, you need a Kodiak™



307 S Warm Springs Way
 Heyburn, ID 83336
 Phone: 208-215-7445

DATE 6/17/2024
 Quotation # 166
 Customer ID NA

Quotation For:

Quotation valid until: 7/17/2024

Steve Reeves
 Mono County

Prepared by: Scott Pilling
 Email: spilling@srm-mfg.com
 Phone: 208-931-1498

Comments or Special Instructions: Shipping will be determined at time of delivery. Customer responsible for mounting of controls in loader.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Scott Pilling	NA	250 Days	NA	Heyburn, ID	Net 30 Days

SELF CONTAINED BLOWER FOR 966 LOADER

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	Kodiak LMSP 3644, 430 HP	\$ 265,957.00		\$ 265,957.00
1	Optional Blowerhead LED lights	\$ 6,500.00		
1	Spot Casting Chute	\$ 13,250.00		
1	Quick Hitch	\$ 5,500.00		\$ 5,500.00
1				
1				

SUBTOTAL	\$ 271,457.00
Shipping	
Tax (6%)	\$ -
TOTAL	\$ 271,457.00

If you have any questions concerning this quotation, please contact the sales representative above.

THANK YOU FOR YOUR BUSINESS!

SRM-Kodiak

When Mother Nature is a bear, you need a Kodiak™



307 S Warm Springs Way
Heyburn, ID 83336
Phone: 208-215-7445

DATE 6/17/2024
Quotation # 165
Customer ID NA

Quotation For:

Quotation valid until: 7/17/2024

Steve Reeves
Mono County

Prepared by: Scott Pilling
Email: spilling@srm-mfg.com
Phone: 208-931-1498

Comments or Special Instructions: Shipping will be determined at time of delivery. Customer responsible for mounting of controls in loader.

SALESPERSON	P.O. NUMBER	SHIP DATE	SHIP VIA	F.O.B. POINT	TERMS
Scott Pilling	NA	250 Days	NA	Heyburn, ID	Net 30 Days

SELF CONTAINED BLOWER FOR 950 LOADER

QUANTITY	DESCRIPTION	UNIT PRICE	TAXABLE?	AMOUNT
1	Kodiak LMSP 3640 326 HP	\$ 234,261.00		\$ 234,261.00
1	Optional Blowerhead LED lights	\$ 6,500.00		
1	Spot Casting Chute	\$ 13,250.00		
1	Quick Hitch	\$ 5,500.00		\$ 5,500.00
1				
1				
SUBTOTAL				\$ 239,761.00
Shipping				
Tax (6%)				\$ -
TOTAL				\$ 239,761.00

If you have any questions concerning this quotation, please contact the sales representative above.

THANK YOU FOR YOUR BUSINESS!



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Information Technology

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mike Martinez

SUBJECT Ratify and Approve Submission of
Best Practices Digital Equity Learning
Community Grant

AGENDA DESCRIPTION:

(A brief general description of what the Board will hear, discuss, consider, or act upon)
Ratify and approve submission of Best Practice Digital Equity Learning Community Grant.

RECOMMENDED ACTION:

Ratify and approve submission of Best Practice Digital Equity Learning Community Grant.

FISCAL IMPACT:

The grant award is for \$20,000, with no matching requirement.

CONTACT NAME: Mike Martinez

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

SEND COPIES TO:

IT

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Grant Apolication

History

Time	Who	Approval
6/27/2024 10:05 AM	County Counsel	Yes
6/27/2024 12:27 PM	Finance	Yes

6/28/2024 9:40 AM

County Administrative Office

Yes



To: Board of Supervisors
From: Mike Martinez, IT Director
Date: July 2, 2024
Re:

Strategic Plan Focus Area(s) Met

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

Recommendation

Staff recommends that the Board ratify and approve the submission of the California Emerging Technology Funds Local Government Best Practices Check List for Digital Equity Grant for Learning Community and accept the grant funds if awarded.

Background/Summary

The California Emerging Technology Fund (CETF) was established in 2005 by the California Public Utilities Commission to close the Digital Divide and promote Digital Inclusion across California. CETF focuses on accelerating broadband deployment and adoption in underserved communities, including rural areas, urban poor, and disabled populations.

The grant will support Mono County's efforts to close the Digital Divide and promote Digital Inclusion by enhancing broadband access and digital literacy. The county has already implemented several initiatives, such as providing information on affordable internet services, providing a portal to escalate internet service issues, promoting telehealth, and increasing online service access. The grant will further enable Mono County to streamline broadband project approvals, integrate Digital Inclusion strategies into services, and actively participate in the CETF Learning Community. This participation will facilitate sharing best practices and collaborating on regional opportunities, benefiting both local and broader communities.

The grant requirements are the County's commitment to participate in three Learning Communities meetings. Following attendance of the third Learning Community in 2025, the County will be required to submit a post-Check List to report the adoption of any additional Best Practices along with a concise Final Report.

The grant amount is \$20,000



**Local Government Best Practices Check List for Digital Equity
Grant Application for Learning Community
Due June 28, 2024 – 5PM PT**

LOCAL GOVERNMENT JURISDICTION		TAX ID/EIN	
Mono County			
CONTACT FIRST NAME	LAST NAME	CONTACT TITLE	
Mike	Martinez	Information Technology Director	
MAILING ADDRESS		CITY	ZIP
25 Bryant St. PO Box 114		Bridgeport	93517
EMAIL ADDRESS		PHONE NUMBER	
mmartinez@mono.ca.gov			

1. Will your jurisdiction be represented at and participate in the 3 Learning Communities scheduled between September 2024 and March 2025? Yes X No

Who will be your primary representative in the Learning Community (please provide all contact information if different than above)?

LEARNING COMMUNITY REPRESENTATIVE FIRST NAME	LAST NAME	REPRESENTATIVE TITLE	
Same as above			
REPRESENTATIVE	MAILING ADDRESS	CITY	ZIP
EMAIL ADDRESS		PHONE NUMBER	

2. What actions have your County Board of Supervisors or City Council taken in the past to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity?

Mono county has participated in regional leadership groups to coordinate plans and actions around broadband, provided information on our website aimed at low-income residents regarding affordable internet services and established a remote work policy. Additionally, we provide online access to all policies, plans, ordinances, and services information, including remote participation in public meetings. The County has also promoted telehealth to optimize optimal healthcare.

3. Which Role(s) and Best Practices do you want to focus on implementing during the Grant period?

Regulator: Explore the implementation of procedures to streamline broadband project approvals.

Submit by 5PM on June 28, 2024 to: alana.obrien@cetfund.org

Policy Leader: Work with County departments to identify and implement strategies that integrate Digital Inclusion into ongoing services and programs.

Service Provider: Increase online services to improve efficiency and productivity.

Service Provider: Increase online access for remote participation in public meetings.

4. What examples, if any, of Best Practices do you want to share in the Learning Community?

5. How will your jurisdiction contribute to the value of the Learning Community to ensure that your participation will benefit other participants and your region?

We plan on being an active participant in the learning community. We will openly share and discuss new ideas and concepts and how we can turn the ideas and concepts into regional opportunities that can have a wider impact than just our communities

Please Note:

Local Governments awarded the \$20,000 Grant to participate in the Best Practices Digital Equity Learning Community will receive an Initial Grant Payment of \$15,000 in August 2024.

The first Learning Community will be scheduled in September 2024. Grantees are required to participate in all 3 Learning Communities. Following attendance of the third Learning Community, you will be required to submit a post-Check List to report the adoption of any additional Best Practices along with a concise Final Report. Upon receipt and acceptance by CETF of your post-Check List and Final Report, you shall receive a Final Grant Payment of \$5,000 no later than May 2025.

You may use the Digital Equity Leadership Grant for any purpose within your Local Government to close the Digital Divide, promote Digital Inclusion, and achieve Digital Equity. You will be asked to describe how you used or intend to use the Grant in the Final Report so that CETF can inventory and summarize impacts. However, within these modest requirements, your Local Government will be able to determine how best to use the Grant to address your priority needs.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 5/31/2024.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 5/31/2024.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Treasury Transaction Report for the month ending 5/31/2024

History

Time	Who	Approval
6/26/2024 4:34 PM	County Counsel	Yes
6/12/2024 8:28 AM	Finance	Yes
6/26/2024 6:23 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2024, End Date: 5/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	5/14/2024	12481GAZ0	249,000.00	CBC Federal Credit Union 4.65 5/14/2029	100.00	249,000.00	0.00	4.65	249,000.00
Buy	5/24/2024	291916AL8	249,000.00	Empower Federal Credit Union 4.6 5/24/2029	100.00	249,000.00	0.00	4.60	249,000.00
Subtotal			498,000.00			498,000.00	0.00		498,000.00
Deposit	5/31/2024	CAMP60481	256,466.24	California Asset Management Program LGIP	100.00	256,466.24	0.00	0.00	256,466.24
Deposit	5/31/2024	OAKVALLEY0670	18,368.82	Oak Valley Bank Cash	100.00	18,368.82	0.00	0.00	18,368.82
Deposit	5/31/2024	OAKVALLEY0670	24,209,854.32	Oak Valley Bank Cash	100.00	24,209,854.32	0.00	0.00	24,209,854.32
Subtotal			24,484,689.38			24,484,689.38	0.00		24,484,689.38
Total Buy Transactions			24,982,689.38			24,982,689.38	0.00		24,982,689.38
Interest/Dividends									
Interest	5/1/2024	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	675.37	0.00	675.37
Interest	5/1/2024	76913DFY8	0.00	Riverside County Ca Inf Fing Authority 1.766 11/1/		0.00	4,415.00	0.00	4,415.00
Interest	5/1/2024	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	982.36	0.00	982.36
Interest	5/1/2024	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	900.49	0.00	900.49
Interest	5/1/2024	13077DQG0	0.00	California State University 1.521 11/1/2028		0.00	3,802.50	0.00	3,802.50
Interest	5/1/2024	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	900.49	0.00	900.49
Interest	5/1/2024	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	532.11	0.00	532.11
Interest	5/1/2024	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	984.62	0.00	984.62
Interest	5/1/2024	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	347.92	0.00	347.92
Interest	5/1/2024	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62
Interest	5/1/2024	702282QD9	0.00	Pasadena USD 2.073 5/1/2026		0.00	5,182.50	0.00	5,182.50
Interest	5/1/2024	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	910.73	0.00	910.73
Interest	5/1/2024	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	382.60	0.00	382.60
Interest	5/1/2024	31424WBJ0	0.00	FAMC 4.92 11/1/2028		0.00	24,600.00	0.00	24,600.00
Interest	5/1/2024	5445872S6	0.00	Los Angeles CA Muni Impt CorpLease 0.683 11/1/2024		0.00	1,707.50	0.00	1,707.50



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2024, End Date: 5/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/1/2024	542411NZ2	0.00	Long Beach Community College Dist 2 5/1/2025		0.00	2,700.00	0.00	2,700.00
Interest	5/1/2024	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	5/1/2024	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	920.96	0.00	920.96
Interest	5/1/2024	13077DQF2	0.00	California State University 1.361 11/1/2027		0.00	4,661.43	0.00	4,661.43
Interest	5/2/2024	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	5/3/2024	3133EPHT5	0.00	FFCB 3.625 5/3/2028		0.00	18,125.00	0.00	18,125.00
Interest	5/3/2024	594918BJ2	0.00	Microsoft Corp 3.125 11/3/2025-25		0.00	7,812.50	0.00	7,812.50
Interest	5/4/2024	32026UYA8	0.00	First Foundation Bank 4.7 11/4/2027		0.00	5,718.29	0.00	5,718.29
Interest	5/4/2024	02589ACK6	0.00	American Express National Bank 3 5/4/2027		0.00	3,679.89	0.00	3,679.89
Interest	5/5/2024	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	654.90	0.00	654.90
Interest	5/6/2024	037833AS9	0.00	Apple Inc. 3.45 5/6/2024-14		0.00	8,625.00	0.00	8,625.00
Interest	5/7/2024	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	5/7/2024	90355GKU9	0.00	UBS Bank USA 4.1 2/7/2029		0.00	839.10	0.00	839.10
Interest	5/8/2024	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	982.36	0.00	982.36
Interest	5/8/2024	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	961.89	0.00	961.89
Interest	5/8/2024	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	5/8/2024	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	5/8/2024	61768EE82	0.00	Morgan Stanley Private Bank 5.05 11/8/2028		0.00	6,118.94	0.00	6,118.94
Interest	5/8/2024	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,008.99	0.00	1,008.99
Interest	5/9/2024	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	856.11	0.00	856.11
Interest	5/10/2024	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	869.79	0.00	869.79
Interest	5/10/2024	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	675.37	0.00	675.37
Interest	5/10/2024	72651LCJ1	0.00	Plains Commerce Bank 2.6 5/10/2024		0.00	3,176.27	0.00	3,176.27
Interest	5/11/2024	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	143.26	0.00	143.26
Interest	5/12/2024	91159HHZ6	0.00	US Bancorp 1.45 5/12/2025		0.00	3,625.00	0.00	3,625.00
Interest	5/13/2024	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	409.32	0.00	409.32



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2024, End Date: 5/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/13/2024	3133EPC45	0.00	FFCB 4.625 11/13/2028		0.00	23,125.00	0.00	23,125.00
Interest	5/14/2024	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	5/14/2024	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	5/14/2024	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	972.12	0.00	972.12
Interest	5/14/2024	501798SZ6	0.00	LCA Bank Corp 4.8 11/15/2027		0.00	5,839.96	0.00	5,839.96
Interest	5/15/2024	91412HKZ5	0.00	University of California 0.985 5/15/2025		0.00	2,462.50	0.00	2,462.50
Interest	5/15/2024	91412HBL6	0.00	University of California 3.466 5/15/2024-18		0.00	8,665.00	0.00	8,665.00
Interest	5/15/2024	91412GVB8	0.00	University of California 3.638 5/15/2024		0.00	8,276.45	0.00	8,276.45
Interest	5/15/2024	78413RAP2	0.00	SCE Federal Credit Union 4.25 2/15/2029		0.00	869.79	0.00	869.79
Interest	5/15/2024	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	716.30	0.00	716.30
Interest	5/15/2024	912828U24	0.00	T-Note 2 11/15/2026		0.00	10,000.00	0.00	10,000.00
Interest	5/15/2024	3133EPJS5	0.00	FFCB 4.29 5/16/2028-25		0.00	21,450.00	0.00	21,450.00
Interest	5/16/2024	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	409.32	0.00	409.32
Interest	5/16/2024	05600XQE3	0.00	BMO Harris Bank NA 4.5 5/16/2028		0.00	5,474.96	0.00	5,474.96
Interest	5/16/2024	3133ENEF3	0.00	FFCB 1.27 11/16/2026-23		0.00	6,350.00	0.00	6,350.00
Interest	5/17/2024	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	920.96	0.00	920.96
Interest	5/17/2024	219240BY3	0.00	Comerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	5/18/2024	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	5/18/2024	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	5/18/2024	3130ANFJ4	0.00	FHLB 0.51 11/18/2024-22		0.00	2,550.00	0.00	2,550.00
Interest	5/18/2024	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	5/18/2024	254673D94	0.00	Discover Bank 3.2 5/19/2027		0.00	3,925.22	0.00	3,925.22
Interest	5/20/2024	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	890.26	0.00	890.26
Interest	5/20/2024	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	900.49	0.00	900.49
Interest	5/21/2024	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	920.96	0.00	920.96



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2024, End Date: 5/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/23/2024	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	419.55	0.00	419.55
Interest	5/23/2024	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	399.08	0.00	399.08
Interest	5/25/2024	88413QCK2	0.00	Third Federal Savings & Loan 1.95 11/25/2024		0.00	2,382.21	0.00	2,382.21
Interest	5/25/2024	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	920.96	0.00	920.96
Interest	5/25/2024	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	358.15	0.00	358.15
Interest	5/26/2024	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	102.33	0.00	102.33
Interest	5/26/2024	3130ARYA3	0.00	FHLB 4 5/26/2027-22		0.00	20,000.00	0.00	20,000.00
Interest	5/26/2024	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	5/26/2024	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	706.07	0.00	706.07
Interest	5/26/2024	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,019.18	0.00	1,019.18
Interest	5/26/2024	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,019.18	0.00	1,019.18
Interest	5/27/2024	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	869.79	0.00	869.79
Interest	5/27/2024	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	152.88	0.00	152.88
Interest	5/27/2024	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	5/27/2024	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	5/28/2024	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	931.19	0.00	931.19
Interest	5/28/2024	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,019.18	0.00	1,019.18
Interest	5/28/2024	717081EX7	0.00	Pfizer Inc 0.8 5/28/2025-25		0.00	2,000.00	0.00	2,000.00
Interest	5/29/2024	3133EN3H1	0.00	FFCB 4 11/29/2027		0.00	20,000.00	0.00	20,000.00
Interest	5/29/2024	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	5/29/2024	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	5/30/2024	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	5/30/2024	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,006.85	0.00	1,006.85
Interest	5/30/2024	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	839.10	0.00	839.10
Interest	5/30/2024	89786MAH7	0.00	True Sky Credit Union 4.5 11/30/2027		0.00	5,474.96	0.00	5,474.96
Interest	5/30/2024	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,019.18	0.00	1,019.18



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2024, End Date: 5/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	5/30/2024	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	900.49	0.00	900.49
Interest	5/30/2024	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,019.18	0.00	1,019.18
Interest	5/31/2024	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	5/31/2024	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	5/31/2024	CAMP60481	0.00	California Asset Management Program LGIP		0.00	256,466.24	0.00	256,466.24
Interest	5/31/2024	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	890.26	0.00	890.26
Interest	5/31/2024	91282CCF6	0.00	T-Note 0.75 5/31/2026		0.00	3,750.00	0.00	3,750.00
Interest	5/31/2024	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	5/31/2024	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Interest	5/31/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	18,368.82	0.00	18,368.82
Subtotal			0.00			0.00	574,592.31		574,592.31
Total Interest/Dividends			0.00			0.00	574,592.31		574,592.31
Sell Transactions									
Matured	5/6/2024	037833AS9	500,000.00	Apple Inc. 3.45 5/6/2024-14	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/10/2024	72651LCJ1	245,000.00	Plains Commerce Bank 2.6 5/10/2024	0.00	245,000.00	0.00	0.00	245,000.00
Matured	5/15/2024	91412HBL6	500,000.00	University of California 3.466 5/15/2024-18	0.00	500,000.00	0.00	0.00	500,000.00
Matured	5/15/2024	91412GVB8	455,000.00	University of California 3.638 5/15/2024	0.00	455,000.00	0.00	0.00	455,000.00
Matured	5/17/2024	219240BY3	249,000.00	Cornerstone Community Bank 2.6 5/17/2024	0.00	249,000.00	0.00	0.00	249,000.00
Subtotal			1,949,000.00			1,949,000.00	0.00		1,949,000.00
Withdraw	5/14/2024	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/14/2024	31846V203	3,000,000.00	First American Gov Fund MM	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	5/15/2024	31846V203	3,000,000.00	First American Gov Fund MM	0.00	3,000,000.00	0.00	0.00	3,000,000.00
Withdraw	5/17/2024	31846V203	2,000,000.00	First American Gov Fund MM	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/21/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/28/2024	31846V203	2,000,000.00	First American Gov Fund MM	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	5/30/2024	31846V203	1,000,000.00	First American Gov Fund MM	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	5/31/2024	OAKVALLEY0670	25,069,762.86	Oak Valley Bank Cash	0.00	25,069,762.86	0.00	0.00	25,069,762.86



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 4/30/2024, End Date: 5/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
			Subtotal			38,069,762.86	0.00		38,069,762.86
Total Sell Transactions			40,018,762.86			40,018,762.86	0.00		40,018,762.86



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: County Counsel

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christopher Beck

SUBJECT Application for the United States
Department of Agriculture's Rural
Community Development Initiative
Grant

AGENDA DESCRIPTION:

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

Approve Application for the United States Department of Agriculture's Rural Community Development Initiative Grant.

RECOMMENDED ACTION:

Approve and Authorize Application for the United States Department of Agriculture's Rural Community Development Initiative Grant.

FISCAL IMPACT:

The grant will generate revenues of up to \$325,000, with a required County match of \$325,000 planned to include in-kind staff time and out of pocket costs.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: 760-924-1700 / cbeck@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Grant Participation Agreement RD400

History

Time	Who	Approval
6/28/2024 9:22 AM	County Counsel	Yes

6/28/2024 9:36 AM

Finance

Yes

6/28/2024 9:39 AM

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: July 2, 2024

Re: Approve Application for the United States Department of Agriculture's Rural Community Development Initiative Grant

Strategic Plan Focus Area(s) Met

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

Discussion

Mono County has worked diligently to increase housing supply within the County. To do so, the County has taken multiple measures to address housing issues, and identify future sites, projects and/or developments.

Staff has recently been apprised of the United States Department of Agriculture's Rural Community Development Initiative (RCDI). RCDI grants are awarded to help non-profit housing and community development organizations, low-income rural communities and federally recognized tribes support housing, community facilities and community and economic development projects in rural areas. Both public bodies and non-profit organizations may apply for the program.

Approved grant activities, upon successful application, include technical assistance and capacity building related to housing, community facilities, and community and economic development.

The grant amounts available ranges from \$50,000 to \$500,000 and requires matching funds equal to the grant amount. Staff has targeted \$350,000 as the amount to request in the grant application. We anticipate working with the California Coalition for Rural Housing to submit the application, and the County will need to execute Form RD-400, which is included with this item.

The application deadline is July 15, 2024, for paper applications and July 10, 2024, for electronic applications.

If you have any questions on this matter prior to your meeting, please call me at 924-1706 or email me at cbeck@mono.ca.gov.

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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT Governor's Proclamation for the
November 5, 2024, General Election

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A proclamation by the Governor of the State of California that the General Election will be held throughout the state on Tuesday, November 5, 2024.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Proclamation

History

Time	Who	Approval
6/26/2024 2:00 PM	County Counsel	Yes
6/24/2024 2:52 PM	Finance	Yes
6/26/2024 6:21 PM	County Administrative Office	Yes



Shirley N. Weber, Ph.D.

California Secretary of State Elections Division

1500 11th Street, 5th Floor | Sacramento, CA 95814 | 916.657.2166 | elections@sos.ca.gov

June 7, 2024

County Clerk/Registrar of Voters (CC/ROV) Memorandum #24116

TO: All County Clerks/Registrars of Voters

FROM: /s/ Jennifer Luckie-Bratt
Election Services Manager

RE: General Election: Governor's Proclamation for the November 5, 2024,
General Election

Please find attached the Governor's Proclamation for the regularly scheduled November 5, 2024, General Election.

The proclamation includes the official name of the election: November 5, 2024, General Election. It also details the following to appear on the ballot:

- United States President
- United States Senator (Full Term)
- United States Senator (Partial/Unexpired Term)
- 52 Representatives to Congress
- State Senators (odd-numbered districts)
- 80 Assemblymembers
- Any local offices and ballot measures as provided by law

Attachment

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

A PROCLAMATION
BY THE GOVERNOR OF THE STATE OF CALIFORNIA

I, **GAVIN NEWSOM**, Governor of the State of California, pursuant to California law, including without limitation, sections 10720 and 12000 of the Elections Code, proclaim that a General Election will be held throughout this State on Tuesday, the 5th day of November 2024, at which the following offices are to be filled:

Presidential electors;

One United States Senator (Full Term);

One United States Senator (Partial/Unexpired Term);

Representatives to the Congress of the United States from each of the 52 congressional districts of the State;

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

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

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


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

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 7th day of June 2024.


GAVIN NEWSOM
Governor of California



ATTEST:


SHIRLEY N. WEBER, PH.D.
Secretary of State



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT Email from Mark Langner regarding
North County Utilities

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Email from a Coleville resident (Mark Langner) regarding the electric utilities in north county.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Email</p>
--

History

Time	Who	Approval
6/25/2024 3:31 PM	County Counsel	Yes
6/24/2024 2:52 PM	Finance	Yes
6/25/2024 9:03 PM	County Administrative Office	Yes

Dear Mono County Board of Supervisors,

I listened in on the last BOS meeting and was impressed with the professionalism and cooperative spirit that the Southern California Edison representative displayed. This seems like a stark contrast to the rude and uncooperative stance taken by Liberty Energy which serves the north part of the County. Liberty is doing Mono County and Antelope Valley residents a disservice by continuing to thumb their noses at existing regulations and policies; it is remarkably disturbing conduct for a private company and public service utility. Some members of the Planning Commission seem unwilling to hold Liberty accountable because 'they are the only game in town' but it is unsettling to be held ransom by a company that is not a good neighbor. I urge the County to continuing pursuing ways to make Liberty a responsible member of our community. Is there a status update in the County's efforts to meet with Liberty and to get them to start compiling with Mono county regulations?

Perhaps it would be worthwhile to examine if SCE could replace Liberty as the power provider for North County?

Sincerely,

Mark Langner
109939 hwy 395
Coleville Ca 96107



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT Assembly Bill 2797 - Opposition
Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Letter to Assembly Member McKinnor regarding the opposition of Assembly Bill 2797.

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
6/25/2024 2:59 PM	County Counsel	Yes
6/24/2024 3:25 PM	Finance	Yes
6/25/2024 9:00 PM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

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

Queenie Barnard, Clerk of the Board

June 18, 2024

The Honorable Tina McKinnor
Member, California State Assembly
1021 O Street, Suite 5520
Sacramento, CA 95814

RE: Assembly Bill 2797 – OPPOSE
 As Amended 6/10/2024

Dear Assembly Member McKinnor:

On behalf of Mono County, we regretfully oppose your Assembly Bill 2797, which would allow a Carrier of Last Resort (COLR) provider to abandon essential responsibilities and leave large swaths of the most vulnerable Californians without reliable and affordable access to basic telephone service.

AB 2797 relieves any provider of its COLR obligations when it sends notice to the CPUC stating that it currently has no customers or population in a census block and concludes it is no longer a COLR provider for that area. Additionally, a COLR provider is also relieved of its responsibilities under the law in census blocks that the provider states are served by two other alternative voice services, if affordable, as defined by the COLR provider. The mere notification by the COLR provider that it meets these requirements relieves it of the designation and rate requirements. This bill establishes a process wholly outside any oversight and approval framework, gifting for-profit companies with financial incentives to make self-interested findings to be the sole arbiters to the truth and accuracy of that information.

The CPUC's core function is to balance procedures and safeguards to protect consumers as well as ensure the provision of safe, reliable utility and infrastructure at reasonable rates. AB 2797 puts the industry's interests ahead of the needs of some of the most disadvantaged Californians and will interfere with the ability to reach emergency services, receive evacuation notices, or simply call a friend or family member for help.

We support the evolution to more advanced technologies that provide reliability, redundancy and ubiquitous access to connectivity, for both internet and voice service. However, AB 2797 does not provide a transition process for communities to receive these modern telecommunications, and instead is a process for companies to abandon essential services at the cost of public safety and consumer safeguards.

As we embark on another wildfire season, those in fire prone areas continue to have the ability to receive evacuation notices and safety instructions, even when power is lost, through their plain old telephone lines. Shifting to modern technologies must be done through a collaborative effort with communities and the state to ensure that companies are held accountable and California residents never lose the ability to connect with the outside world.

For these reasons, we oppose AB 2797.

Respectfully,


[John Peters \(Jun 18, 2024 14:54 PDT\)](#)

SUPERVISOR JOHN PETERS
MONO COUNTY BOARD CHAIR

cc: Members of the Senate Energy, Utilities, and Communications Committee
Honorable Senator Marie Alvarado Gil



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT

Letter of Support - Secure Rural
Schools Reauthorization Act of 2023
(S. 2581)

**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 sent to Senator Padilla and Senator Butler regarding the Secure Rural Schools Reauthorization Act of 2023 (S. 2581).

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
6/27/2024 7:40 AM	County Counsel	Yes
6/25/2024 6:18 PM	Finance	Yes
6/28/2024 9:39 AM	County Administrative Office	Yes



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

June 25, 2024

The Honorable Alex Padilla
United States Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Laphonza Butler
United States Senate
112 Hart Senate Office Building
Washington, DC 20510

Re: Support of S. 2581 - Secure Rural Schools Reauthorization Act of 2023

Senator Padilla and Senator Butler,

The Mono County Board of Supervisors expresses its strong support of the *Secure Rural Schools Reauthorization Act of 2023* (S. 2581), which would reauthorize SRS payments for rural counties that have been impacted by the significant decline in revenue from timber harvested on federal lands.

As you know, Mono County has over 1,187,000 acres of public land throughout the Inyo National Forest and the Toiyabe National Forest, which are managed by the United States Forest Service. For each acre in Mono County managed by the Forest Service, the County receives \$0.67 per acre, totaling just under \$790,500. We allocate a significant amount of these funds to our local public schools and the rest towards public safety services including infrastructure improvements to roadways adjacent to the national forests; fire suppression services; and search and rescue operations, many of which occur on public lands.

This reauthorization would ensure that Mono County, other counties throughout the State of California, and across the United States, continue to receive critical funding for local public schools and public safety programs.

If we can be of any further assistance to you or your office as this legislation moves through the Senate, do not hesitate to reach out. Please direct any communication to the Mono County Administrative Officer, Sandra Moberly, smoberly@mono.ca.gov, 760-932-5415.

Sincerely,



John Peters (Jun 25, 2024 14:22 PDT)

John Peters
Chair, Mono County Board of Supervisors



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Board of Supervisors

TIME REQUIRED 20 minutes

SUBJECT Introduction of Humboldt-Toiyabe National Forest Supervisor and Update on Forest Activities

PERSONS APPEARING BEFORE THE BOARD

Humboldt-Toiyabe National Forest Supervisor, Jon Stansfield; Bridgeport District Ranger, Aaron Coogan

AGENDA DESCRIPTION:

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

Introduction of Humboldt-Toiyabe National Forest Supervisor Jon Stansfield and update on Humboldt-Toiyabe National Forest activities.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
6/26/2024 4:33 PM	County Counsel	Yes
6/24/2024 2:52 PM	Finance	Yes
6/26/2024 6:22 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Board of Supervisors

TIME REQUIRED	45 minutes (presentation) 15 minutes (discussion)	PERSONS APPEARING BEFORE THE BOARD	Lesley Yen, INF Supervisor and Chance Traub, INF Fire Management Specialist
SUBJECT	Prescribed Burns Update from Inyo National Forest and Bureau of Land Management		

AGENDA DESCRIPTION:

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

Update from Inyo National Forest and Bureau of Land Management on prescribed burns in Mono County.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Presentation

History

Time	Who	Approval
6/26/2024 4:34 PM	County Counsel	Yes
6/24/2024 2:44 PM	Finance	Yes

6/26/2024 6:24 PM

County Administrative Office

Yes

File Code: 5120

Date: 7/2/2024

To: Mono County Board of Supervisors

From: Inyo National Forest Supervisor Lesly Yen and Deputy Forest Fire Chief Chance Traub

Subject: INF/BLM Prescribed Burns Update

Subject

The Inyo National Forest and Bishop Field Office BLM Leadership Teams would like to have an information discussion covering the following topics:

2023/2024 Prescribed burn review

2024/2025 Prescribed burn plans

The presentation will cover a quick recap of the 2023 and 2024 Prescribed burn accomplishments and what we are planning for the fall 2024 and spring 2025 Prescribed burn projects.

Fiscal impact; none.

Presenters' names, titles and contact information:

Lesly Yen Forest Supervisor

lesley.yen@usda.gov

Chance Traub Deputy Forest Fire Chief

chance.traub@usda.gov





Prescribed Fire: Increasing Pace and Scale

MONO COUNTY PRESCRIBED FIRE AND FUELS REVIEW AND FUTURE PLANS

INYO NATIONAL FOREST AND
BLM BISHOP FIELD OFFICE

Prescribed Fire is one of the most effective tools we have to restore ecosystem function and resilience

The implantation of Prescribed Fire projects are very serious endeavors that are not taken lightly by any one involved. At the same time it is one of the most satisfying for all participants when implemented correctly.

Agenda:

- ▶ Recent History of Wildland Fire in Mono County
- ▶ Prescribed Fire: Past Accomplishments
- ▶ Prescribed Fire: Planned Fall 2024 and Spring 2025
- ▶ Vision for the Future:
 - ▶ Eastern Sierra Fire Restoration and Maintenance Project
 - ▶ Eastern Sierra Climate and Resilience Project
- ▶ Prescribed Fire: Planning to Implementation

Calfire: Fire History Map

Work | escrp - Search | Dashboard 2022 | Eastern Sierra | FRAP dtdat fire history - Search | Untitled map

https://calfire-forestry.maps.arcgis.com/apps/mapviewer/index.html?layers=e3802d2abf8741a187e73a9db49d68fe

Untitled map | Open in Map Viewer Classic | Sign In

Layers

- California Fire Perimeters
- California Fire Perimeters (All)
- Recent Large Fire Perimeters (≥5000 acres)
- California Fire Perimeters (1950+)

Add

California Fire Perimeters

Properties

Information

Symbology

California Fire Perimeters

California Fire Perimeters (All)

Recent Large Fire Perimeters (≥5000 acres)

YEAR_

- 2019
- 2020
- 2021
- 2022
- 2023

California Fire Perimeters (1950+)

YEAR_

- 1950 - 1959
- 1960 - 1969
- 1970 - 1979
- 1980 - 1989
- 1990 - 1999
- 2000 - 2009
- 2010 - 2019
- 2020 - 2023

Esri, CGIAR, USGS | Mono County, California State Parks, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, Bureau of Land Management, EPA, NPS, USFWS | ... Powered by Esri

Caltopo.com: Fire History Map

Work | escrcp - Search | Dashboard 2022 | Eastern Sierra | FRAP dtat fire history - Search | Untitled map | CalTopo - Backcountry Mapping

https://caltopo.com/map.html#ll=37.81901,-118.98331&z=11&b=mbt&o=n&n=1&a=fire_recent%2Cmodis_mp

Enter coordinates or a location name

Settings Close Sign Up Log In

37°51'23", -119°02'37"
37°51'23", -119°02'37"
7236 ft WGS84

Map Layers Ctrl-L

Base Layers

- MapBuilder Topo
- NAIP @ 100%
- 2013-2015

Map Sheets

Map Overlays

- Contours
- MapBuilder Overlay
- Slope Angle Shading
- Geology
- Public Lands
- Parcel Data Pro
- Structures
- Motor Vehicle MVUM
- Recreation
- Fire History 2000-Present
- Fire Activity MODIS+VIIRS
- Sun Exposure
- Cell Coverage

Forecasts

- Weather Shading
- Wind Plot
- Avalanche

Realtime Data

- Weather Stations Pro
- Aircraft Pro

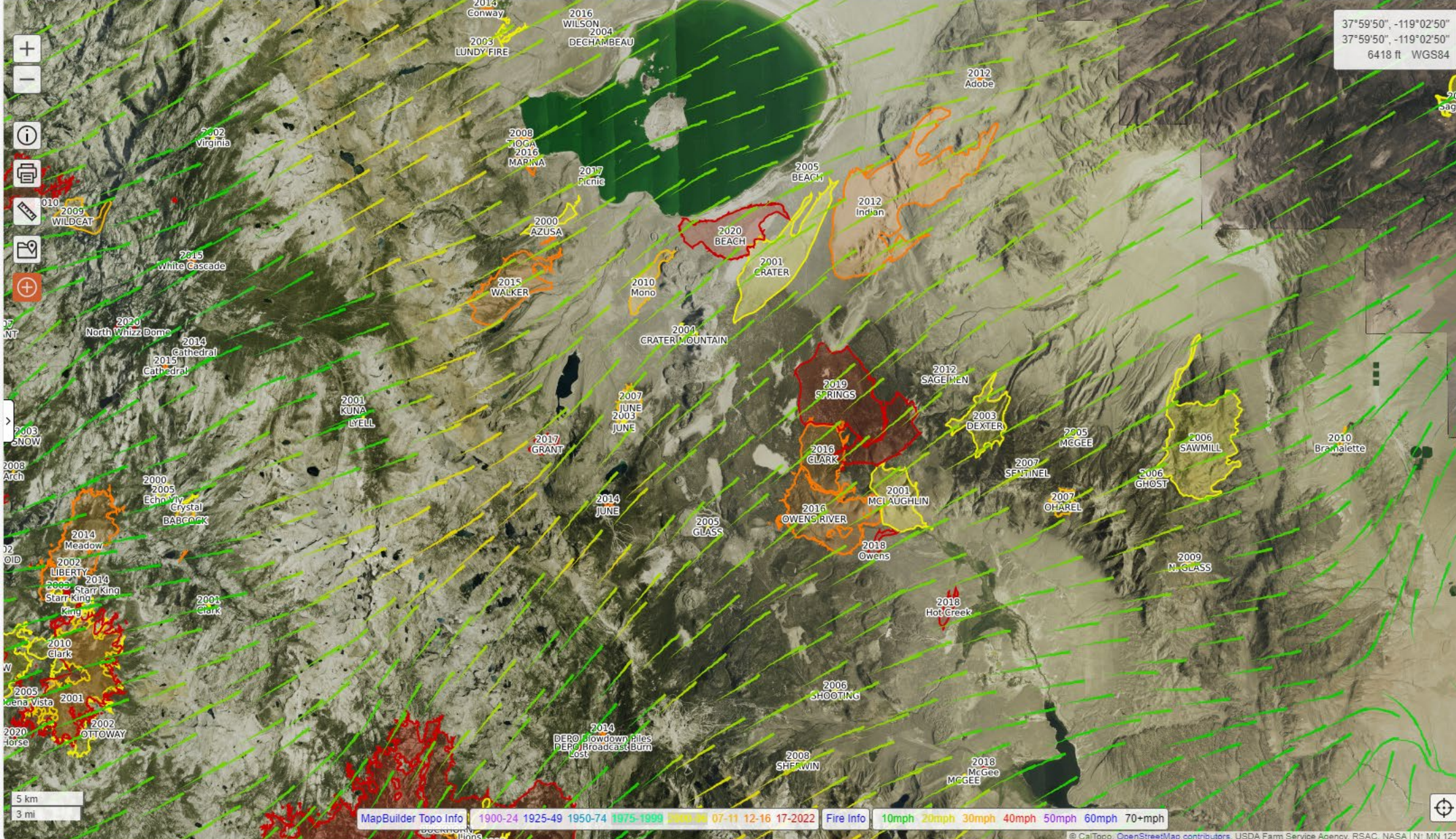
Shared Data

- MapBuilder Features
- Shared CalTopo Maps

5 km
3 mi

MapBuilder Topo Info 1900-24 1925-49 1950-74 1975-1999 2000-06 07-11 12-16 17-2022 Fire Info

© CalTopo, OpenStreetMap contributors, USDA Farm Service Agency, RSAC, NASA | N: MN 12° E



Map Layers Ctrl-L

Base Layers

- MapBuilder Topo
- NAIP @ 100%
- 2013-2015

Map Sheets

- Stack Map Sheet

Map Overlays

- Contours
- MapBuilder Overlay
- Slope Angle Shading
- Geology
- Public Lands
- Parcel Data Pro
- Structures
- Motor Vehicle MVUM
- Recreation
- Fire History 2000-Present
- Fire Activity MODIS+VIIRS
- Sun Exposure
- Cell Coverage

Forecasts

- Weather Shading
- Wind Plot Speed Now
- Avalanche

Realtime Data

- Weather Stations Pro
- Aircraft Pro

Shared Data

- MapBuilder Features
- Shared CalTopo Maps

Prescribed Fire: Planning to Implementation

NEPA

- Categorical Exclusion
- Environmental Assessment
- Environmental Impact Statement

Implementation Planning

- Unit Layout, Specialist Surveys and Protection Areas Identified
- Burn Plan Written: Goals & Objectives, Prescription, Staffing Requirements, Post Burn Patrols and Monitoring,
- Fire Behavior Modeling

Implementation

- Funding Obtained
- Insure all environmental clearance completed, Smoke Management Plan
- Unit preparation: Control lines, hazards mitigated, and holding and firing plan developed, road signs placed.
- Prescription Metrics: Air Resources Board, Drought Monitoring, Local Fuel Monitoring, Site Specific Weather, Spot Weather Forecast
- Resources: Ordered, Briefed, Unit Familiarization, Daily Burn Briefing, Coordination, Coordination, and more Coordination.
- Cost Accounting

Types of Prescribed Fire

Type 1

- High Complexity
- Example: Broadcast Burn, with high number of socio/political issues, values at risk, infrastructure and hazards.
- Prescribed Fire Burn Boss Type 1 (RXB1)

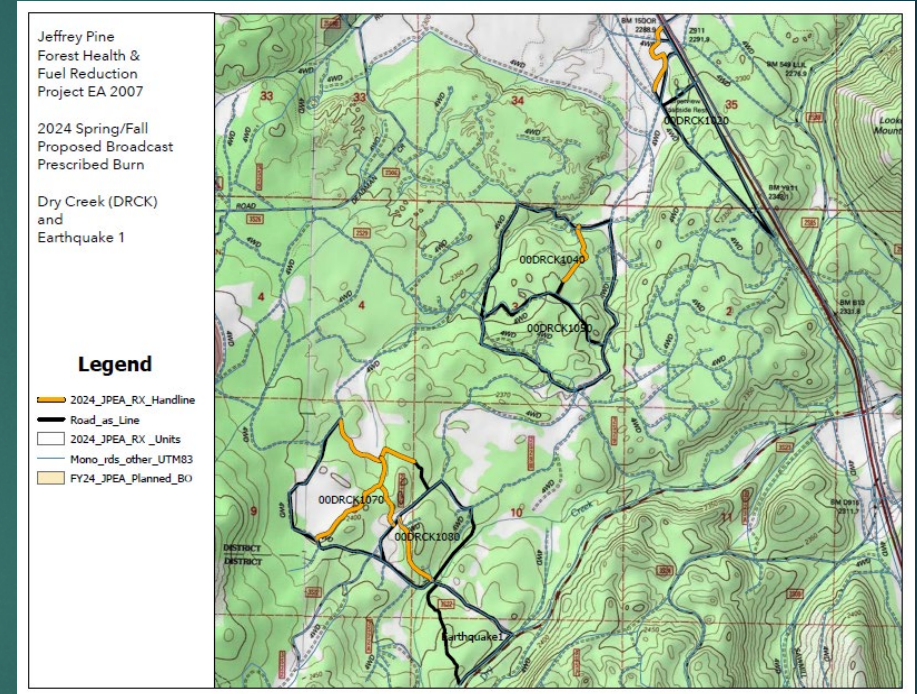
Type 2

- Moderate Complexity
- Example: Broadcast Burn, with moderate socio/political issues, values at risk, and hazards.
- Prescribed Fire Burn Boss Type 2 (RXB2)

Type 3

- Low Complexity
- Example: Pile Burn: Surrounded by snow
- Prescribed Fire Burn Boss Type 3 (RXB3)
- Prescribed fires where the final complexity is rated low

Type 2 Prescribed Fire on the Inyo National Forest



Joint Effort between the:

Forest Service
US Park Service

Bureau of Land Management
Local Cooperators

NGO's
Private Contractors

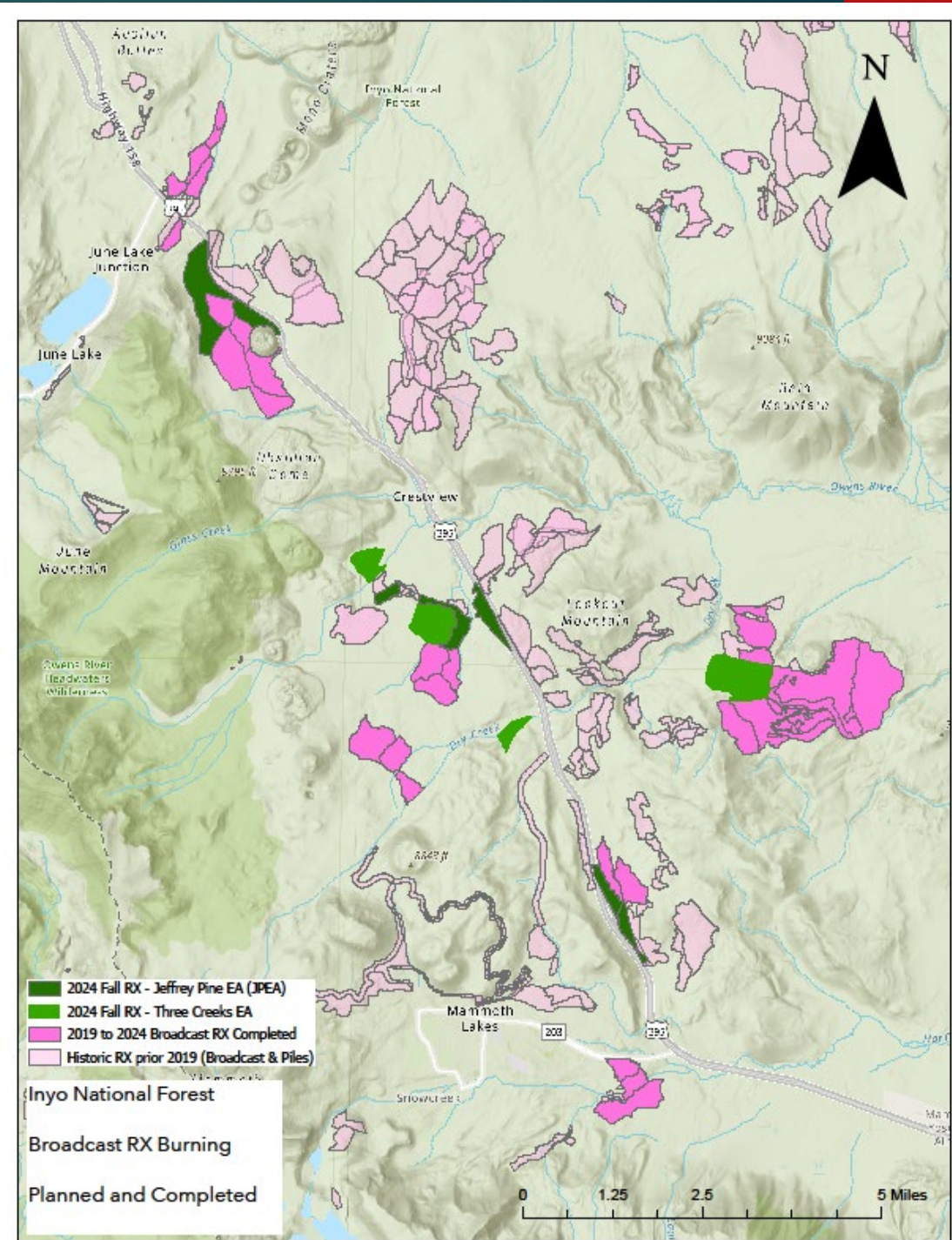
Type 3 Prescribed Fire on the Inyo National Forest



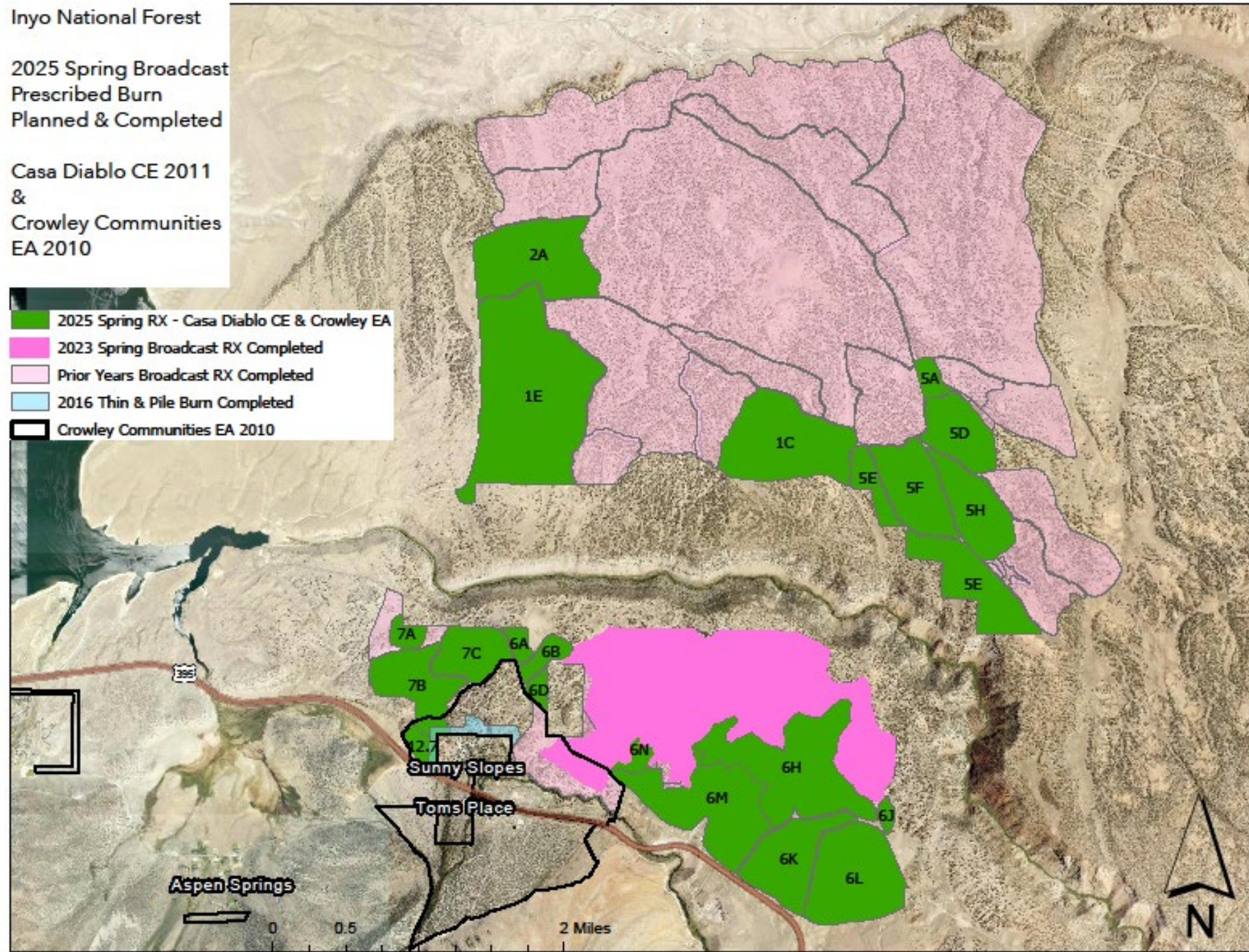
Accomplished Prescribed Fire 2009 to 2024 & Planned RX Projects for Fall 2024 and Spring 2025

Acres of Prescribed Fire 2015 to 2024

2015	215
2016	0
2017	257
2018	1313
2019	1490
2020	362
2021	0
2022	402
2023	2307
2024 to Date	2154

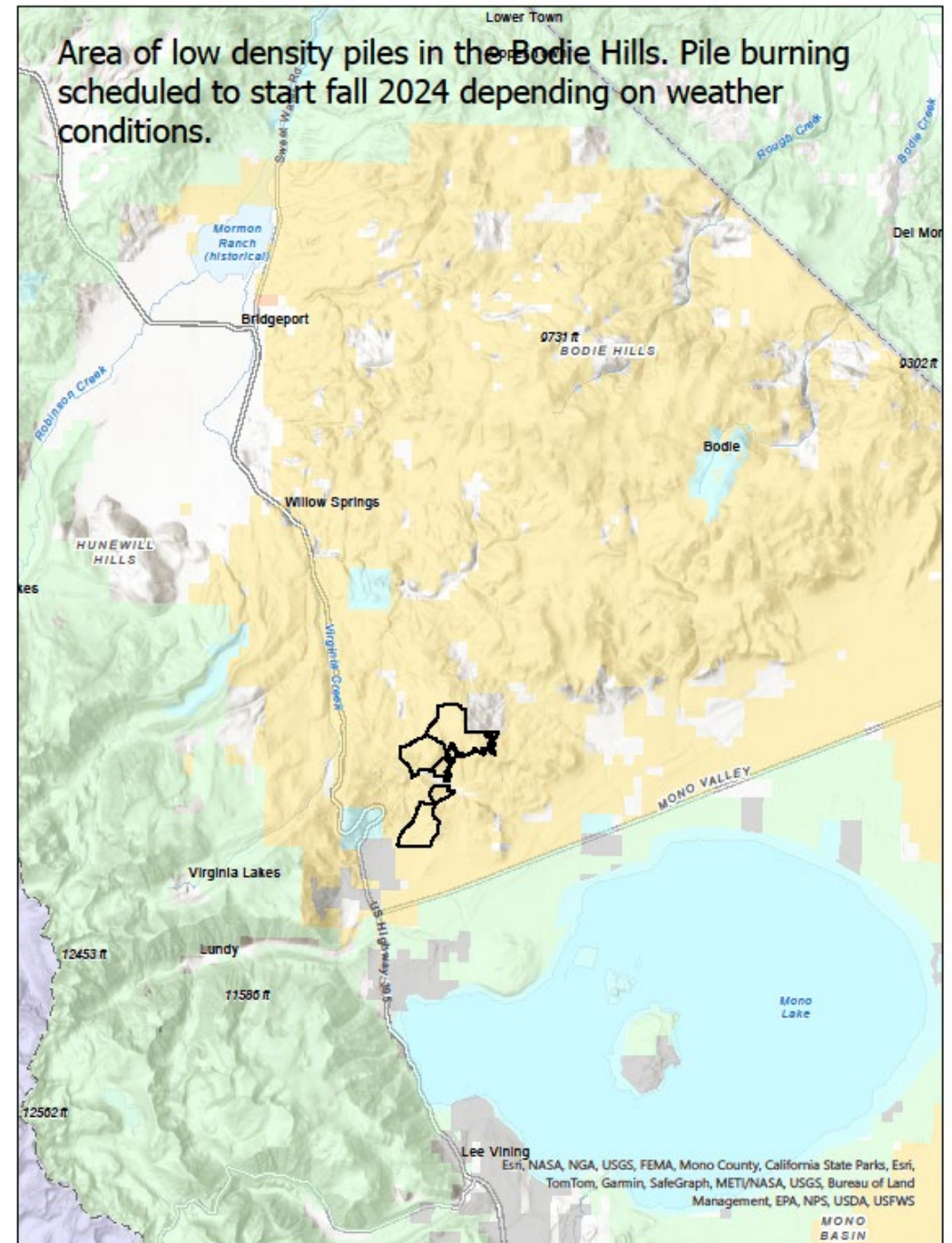


Planned RX Projects for Fall 2024 and Spring 2025 Continued:



BLM Prescribed Fire and Fuels Treatments

Area of low density piles in the Bodie Hills. Pile burning scheduled to start fall 2024 depending on weather conditions.

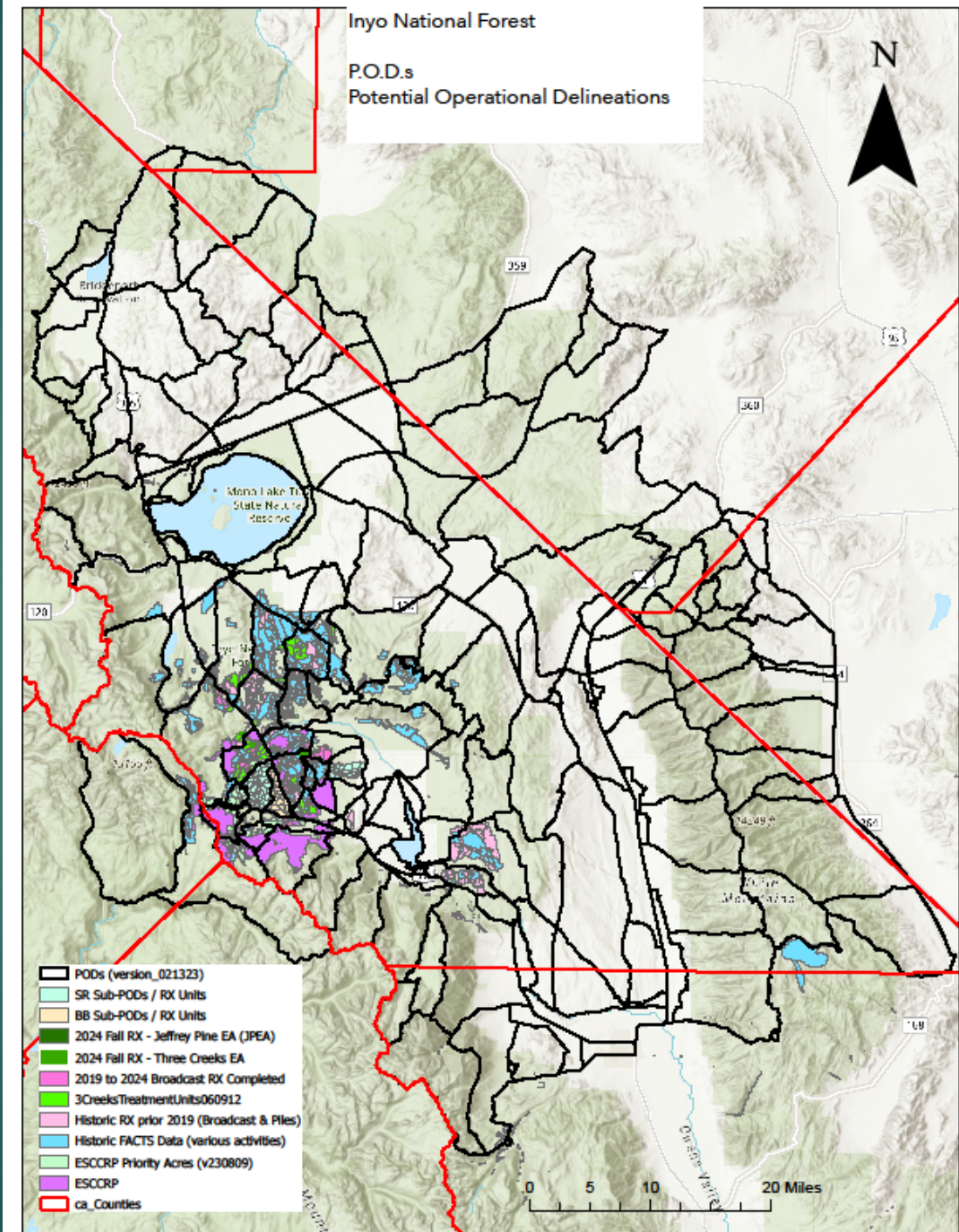




How do we increase Pace and Scale?

Landscape Scale Projects: Coordinated Planning and
Implantation

Potential Operational Delineations (PODs)



Eastern Sierra Fire Climate and Community Resilience Project

ESCCRP Web Map

Project boundary interactive web map tool

Legend

Non-federal parcels



Priority Acres



> 16

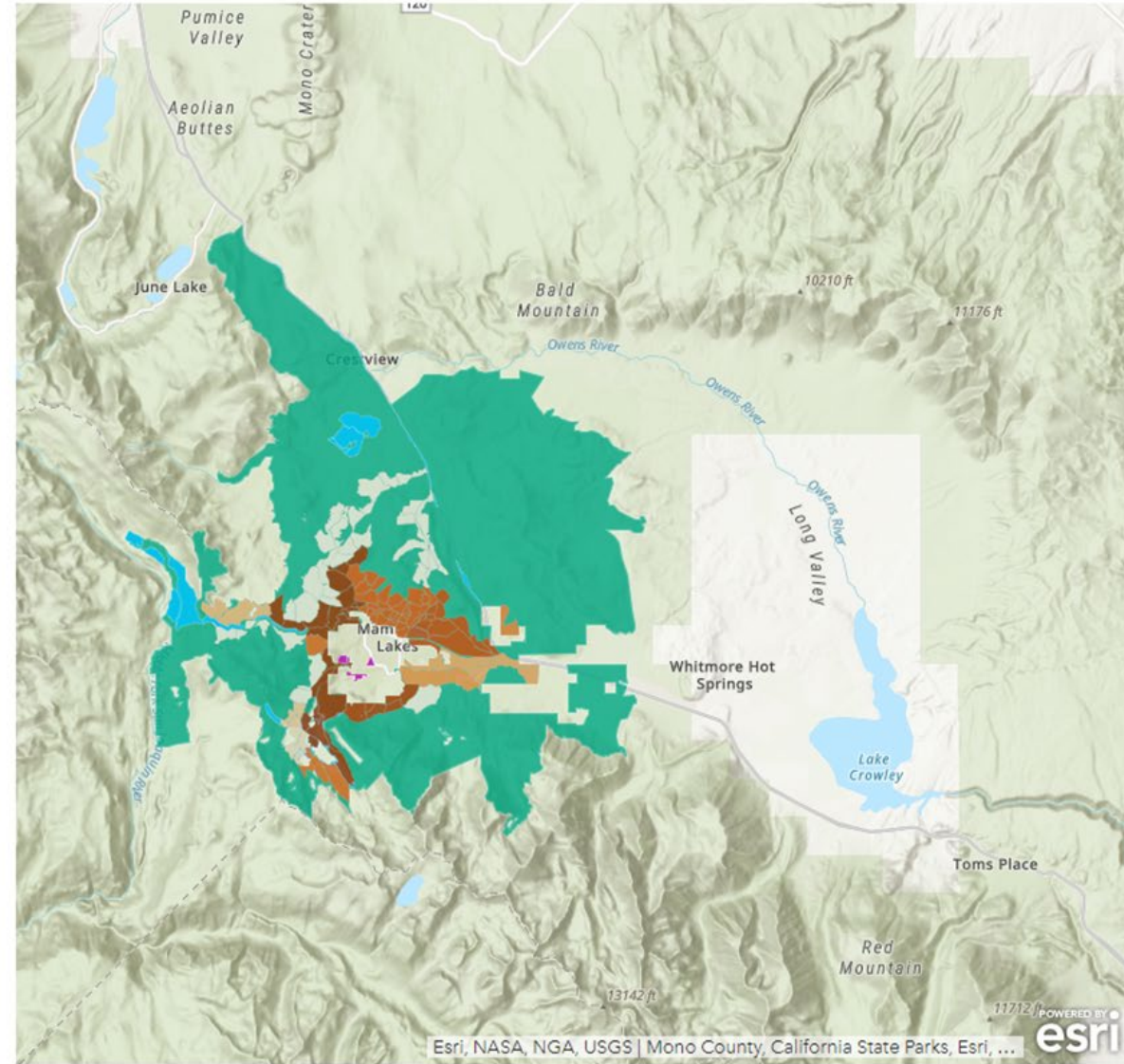
10.58

< 5

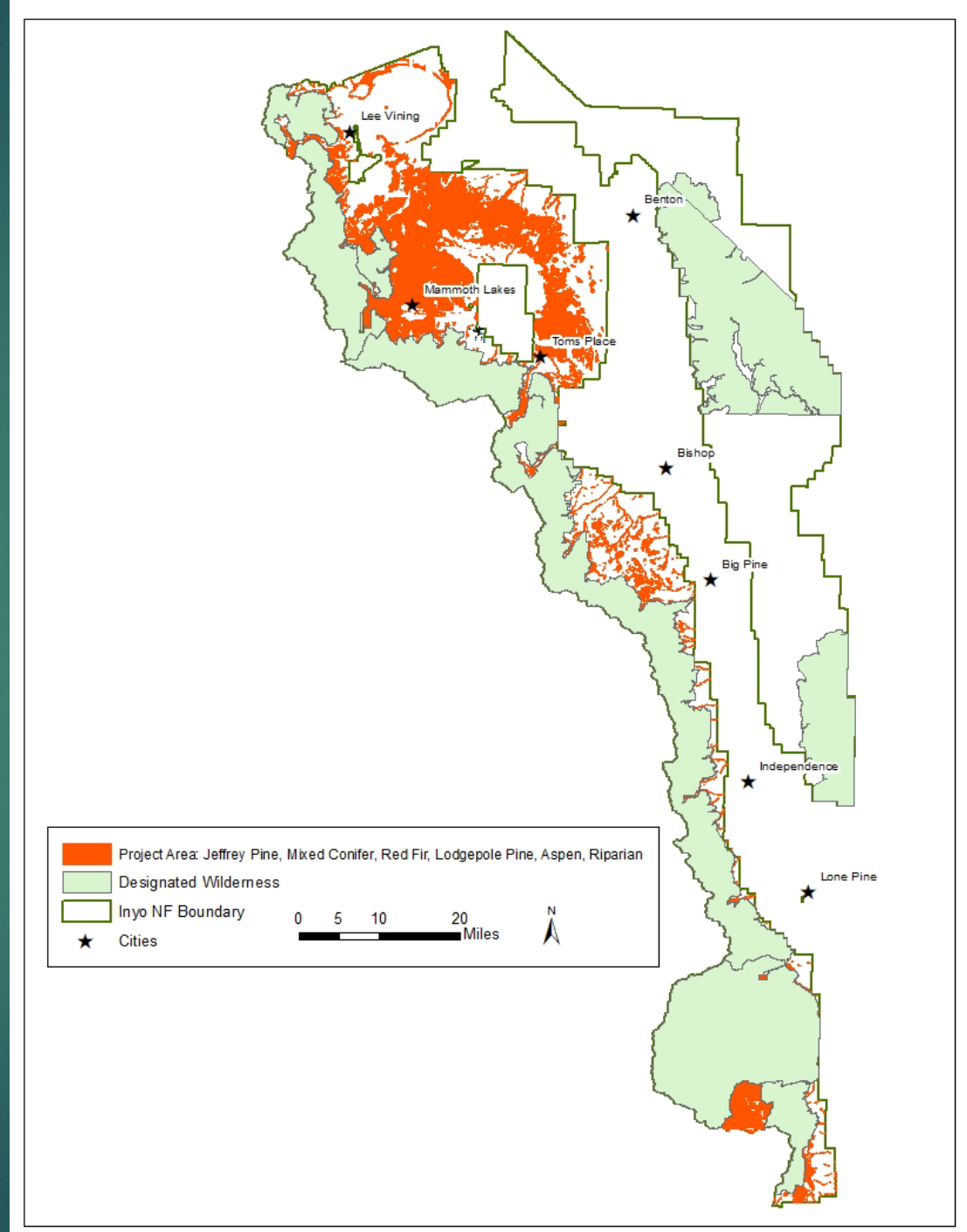
CAL FIRE funded treatment units

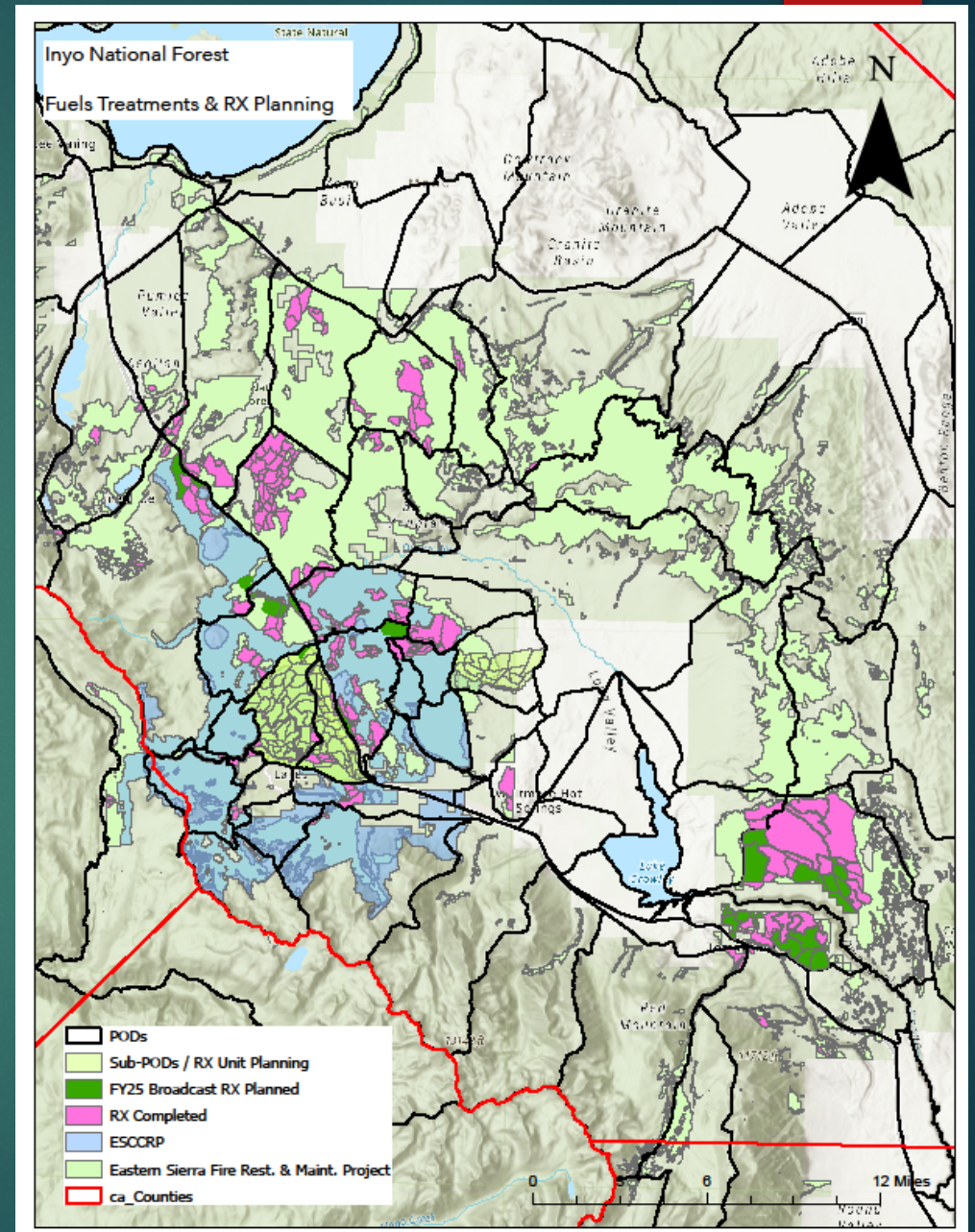
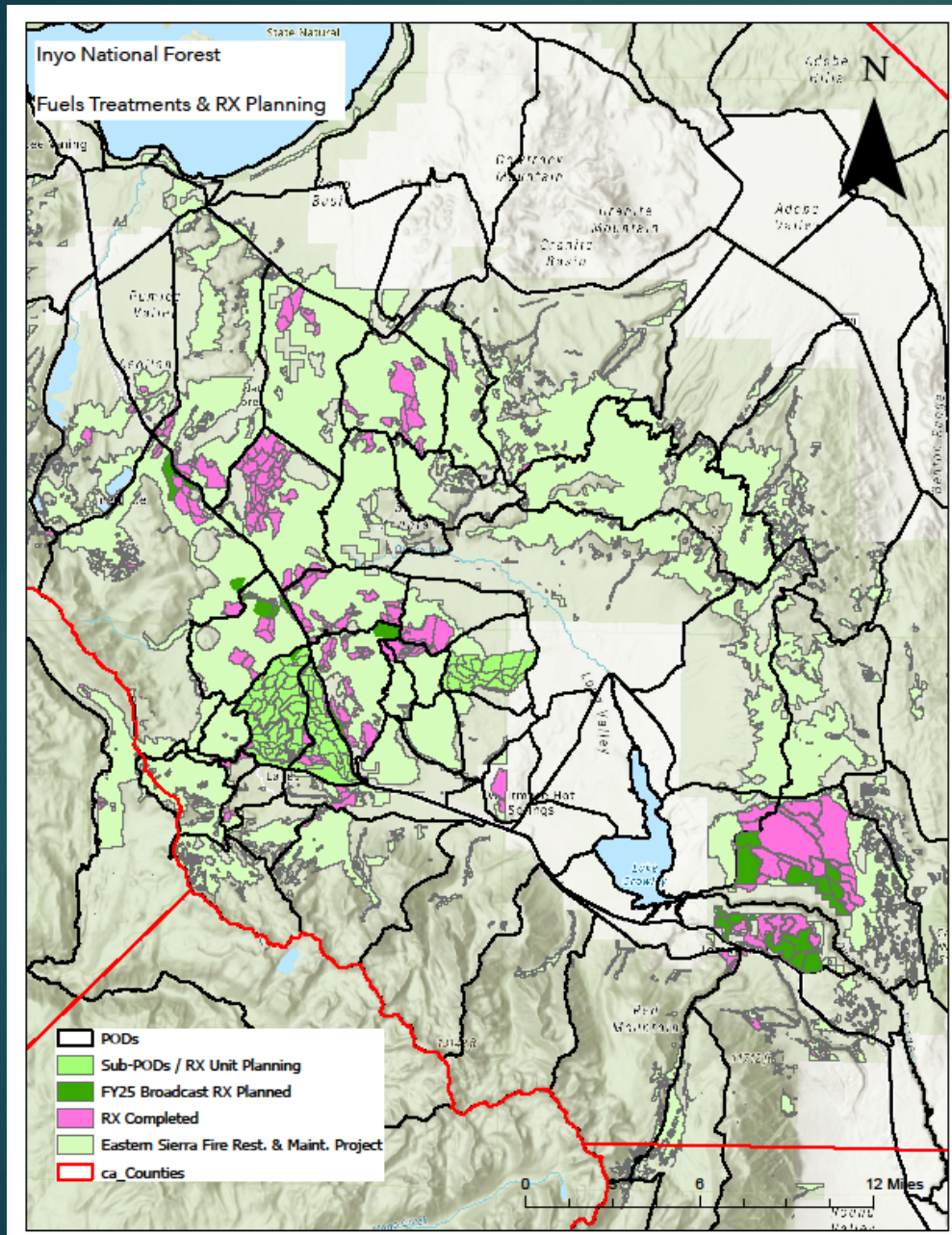


ESCCRP Project Area



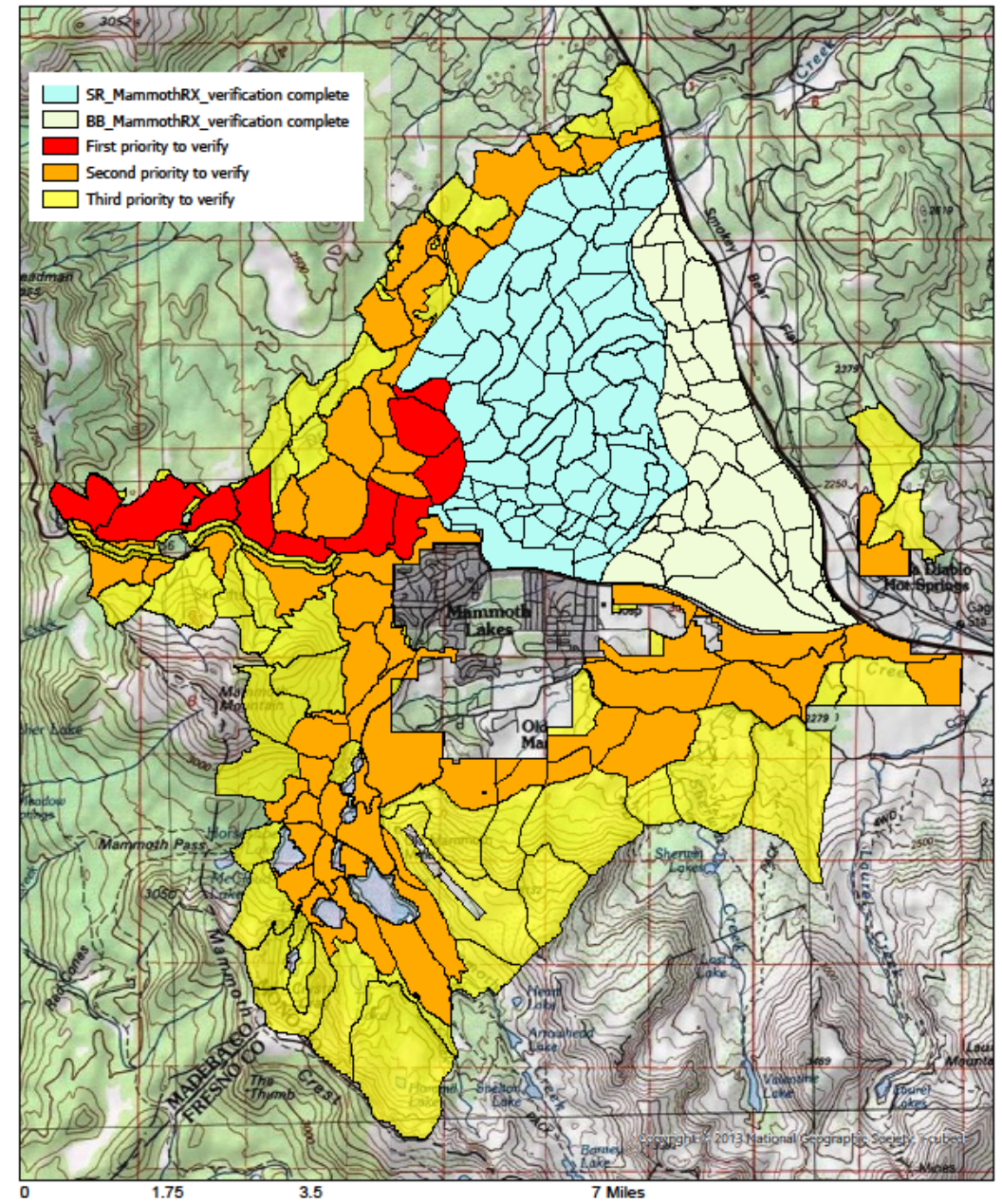
Eastern Sierra Fire Restoration and Maintainace Project



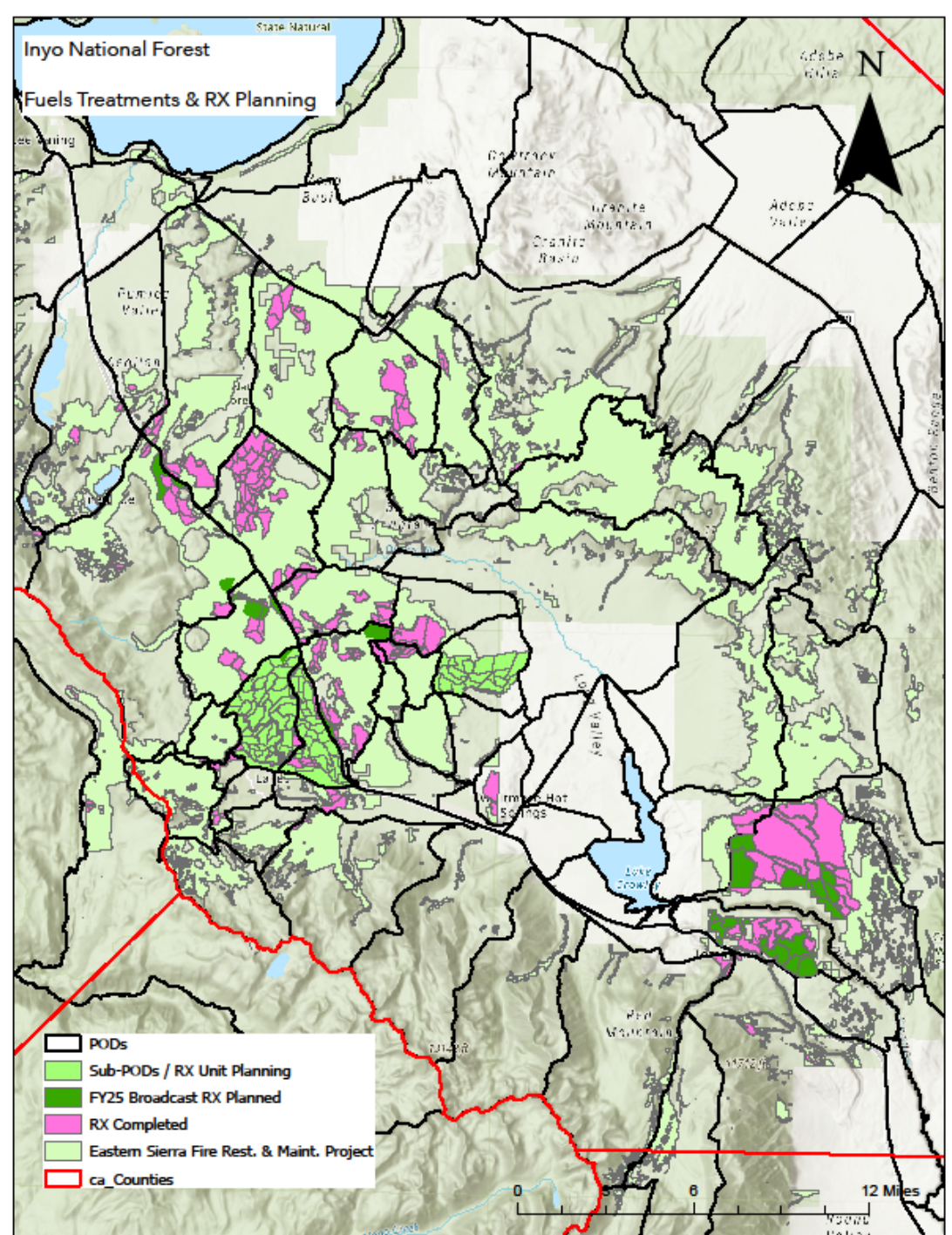


Unit Layout for the
Eastern Sierra Fire Restoration and Maintenance Project
&
Eastern Sierra Fire Climate and Community Resilience
Project

ESCCRP Unit Delineation



Forest Wide Expansion:



Wildland Fire: Managed for Multiple Objectives

Cow Track Fire 2023 – 360 acres

Springs Fire 2019 – 6614 acres

Cow Fire 2019 – 1875 acres



Questions?





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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Clerk of the Board

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Joseph A. Sam, Chairman, Bridgeport
Indian Colony

SUBJECT Four Tribes' Request for Letter of
Support

AGENDA DESCRIPTION:

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

Mono County support for tribal request for protection on the high volcanic tableland in the Bodie Hills.

RECOMMENDED ACTION:

Approve the support letter and approve Chair Peters to sign on behalf of the County.

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 of Support - DRAFT
<input type="checkbox"/> Tribe Resoluiton

History

Time	Who	Approval
6/26/2024 1:59 PM	County Counsel	Yes
6/24/2024 2:55 PM	Finance	Yes

6/26/2024 6:20 PM

County Administrative Office

Yes



BRIDGEPORT INDIAN COLONY

P.O. Box 37/355 Sage Brush Drive, Bridgeport, Ca. 93517

July 2, 2024

TO: Mono County Board of Supervisors

FROM: Joseph A. Sam, Chairman, Bridgeport Indian Colony

SUBJECT: Mono County support for tribal request for protection on the high volcanic tableland in the Bodie Hills

DISCUSSION: In May, the Bridgeport Indian Colony, the Mono Lake Kutzadika'a Tribe, the Yerington Paiute Tribe, and the Walker River Paiute Tribe petitioned the Secretary of Agriculture and the Secretary of the Interior to provide enduring protection of the 16,000-acre high elevation volcanic tablelands at the north end of the Bodie Hills, a shared cultural landscape of deep significance to the members of the four tribes.

Land management of this area is split between the Bureau of Land Management and the United States Forest Service. Although it is the migration route for mule deer and pronghorn and a refuge for the bi-state sage grouse, it does not receive the inter-agency attention and cooperation that it needs for its unique qualities to be preserved.

The four tribes' petition requests a permanent protective designation and, while that is being developed, a cooperative interim management plan between the two agencies that includes meaningful participation by the four tribes.

RECOMMENDED ACTION: approval of a letter to the two agency secretaries indicating Mono County's support of the tribal petition.

FISCAL IMPACT: None.

TRIBAL COUNCIL: Joseph A Sam, Chairman; Timothy Minder, Vice-Chairman; Joseph Lent, Secretary Treasurer, David Rambeau, At Large On-Reservation; Shawn Minder, At Large Off-Reservation



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

The Honorable Debra Haaland, Secretary of the Interior
U.S. Department of the Interior
1849 C Street, NW
Washington, D.C., 20240

The Honorable Thomas J. Vilsack, Secretary of Agriculture
U.S. Department of Agriculture
1400 Independence Ave. SW
Washington, DC 20250

Re: Four Tribes' request for protection of the High Tablelands in the Bodie Hills - SUPPORT

Dear Secretaries, Haaland and Vilsack:

Mono County is pleased to support the Four Tribes Resolution sent to you in May by the Bridgeport Indian Colony, Mono Lake Kutzadika'a Tribe, Walker River Paiute Tribe, and Yerington Paiute Tribe seeking enduring protection of the volcanic tablelands surrounding Beauty Paek and Bald Peak at the north end of the Bodie Hills.

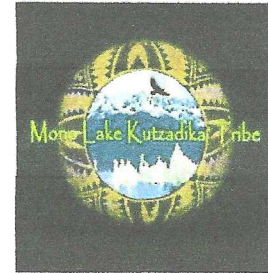
Although this area is split by the California-Nevada border, it is a unified, shared heritage landscape for these four tribes, used for ceremonial and subsistence purposes by current members and their ancestors for thousands of years. A substantial portion of this area is in Mono County on the California side of the California-Nevada border.

Within its boundaries are the Dry Lakes Plateau National Register of Historic Places District and the Tunna' Nosi' Kaiva' Gwaa Archaeological District. The area is a refuge for the Bi-State Sage Grouse, and it straddles the migration routes for our local Pronghorn herd and two district Mule Deer herds. It is rich with edible and medicinal native plants.

It is our policy to recognize that Mono County is the Tribes' ancestral homeland and that they have been protective caretakers of the land, water, and natural resources. This resolution is consistent with that county policy, and we urge your two departments to work cooperatively with the Tribes.

Sincerely,

JOHN PETERS
MONO COUNTY BOARD CHAIR



A JOINT RESOLUTION BY THE FOUR TRIBAL NATIONS REPRESENTING THE BODIE HILLS AREA OF CALIFORNIA AND NEVADA

SUBJECT: A JOINT CALL TO DEPARTMENT OF AGRICULTURE AND THE DEPARTMENT OF INTERIOR TO PROTECT THE TABLELANDS OF THE NORTH BODIE HILLS, A SACRED LANDSCAPE OF VITAL CULTURAL SIGNIFICANCE, BY THE BRIDGEPORT INDIAN COLONY, THE MONO LAKE KOOTZADIKA'A TRIBE, THE WALKER RIVER PAIUTE TRIBE, AND THE YERINGTON PAIUTE TRIBE

WHEREAS: Our four Tribes are united in our reverence for the area in the northern tablelands portion of the Bodie Hills known to us as Table Mountain or *Tuvogatudu*, where the teachings abide, and the Dry Lakes Plateau or *Tiipu Sonyahapu*, the land that breathes and is alive. It is a sacred human landscape that lies within our Tribes' shared ancestral territories, and;

WHEREAS: This extended high elevation plateau is an area of more than 16,000 acres between Rough Creek on the west, Bodie Creek on the east, and the high rims to the north and south. It encompasses the Dry Lakes Plateau National Register of Historic Places District and the Tunna' Nosi' Kaiva' Gwaa archaeological district, and;

WHEREAS: The tablelands are a Mother Land for us. It is where our Indian People were birthed and where we were sustained during hard times by a nurturing natural landscape. It is a place where we and our ancestors talk about the creation, where we still go to hunt and gather nourishment in the traditional ways, and where in pre-American settlement times we drew together to celebrate and prepare for the winter, and;

WHEREAS: This Mother Land is almost entirely on land now controlled by the United States government, but where federal land management is split between the Bureau of Land Management (Department of Interior) and the United States Forest Service (Department of Agriculture). This cultural landscape is also divided by the California-Nevada state line, a political demarcation not created by Indian People. We are unified Indian People with a shared history, not "California Indians" or "Nevada Indians", yet our unity is hampered by these troublesome lines, and;

FOUR TRIBAL NATIONS RESOLUTION
PAGE 2

WHEREAS: A portion of the land managed by the Bureau of Land Management is partially protected by its inclusion in the Bodie Mountain Wilderness Study Area. Land managed by the United State Forest Service has no special status and is regularly opened to mining companies for mineral exploitation, and;

WHEREAS: The two agencies have no cooperative management plan to actively protect this place of exceptional significance, and it suffers from official federal neglect that negatively affects tribal cultural values and cultural uses of this landscape.

NOW THEREFORE BE IT RESOLVED THAT: On behalf of the members of our four Tribes, our governments have jointly designated this Mother Land as a sacred landscape essential to the preservation of our history, our cultural identities, our continued spiritual practices, and our connection to the land, and:

BE IT FURTHER RESOLVED THAT: We do this under our tribal governmental responsibility to focus federal land management agencies on their moral and trust obligations to Indian Tribes and their legal responsibilities as provided under:

- The National Historic Preservation Act, under which the Tablelands are a Traditional Cultural Property of established religious and cultural importance – a culturally significant landscape eligible for listing on the National Register of Historic Places, and;
- Executive Order 13007 and the American Indian Religious Freedom Act, under which the Tablelands are a Sacred Site by virtue of their established religious significance and continuing ceremonial use by regional Indian People, and under which federal land managers are ordered to “avoid adversely affecting the physical integrity of such sacred sites” and;
- The National Environmental Policy Act, Council on Environmental Quality guidance, and other mandates to federal land managers on the implementation of NEPA under which the tablelands are a Place of Special Interest due to their significant cultural value and religious ceremonial importance to regional Indian People and:

BE IT FURTHER RESOLVED THAT: We are formally requesting the leadership of the Department of the Interior and the Department of Agriculture to prepare and implement a protective federal designation, such as a National Monument designation, for the tablelands, and:

BE IT FURTHER RESOLVED THAT: We are formally requesting the leadership of the Department of the Interior and the Department of Agriculture, while that designation is being developed, to enter into an interim joint management agreement that includes our governments’ participation and that will protect this sacred area, including the withdrawal of any eligible lands from mineral entry.

**FOUR TRIBAL NATIONS RESOLUTION
PAGE 3**

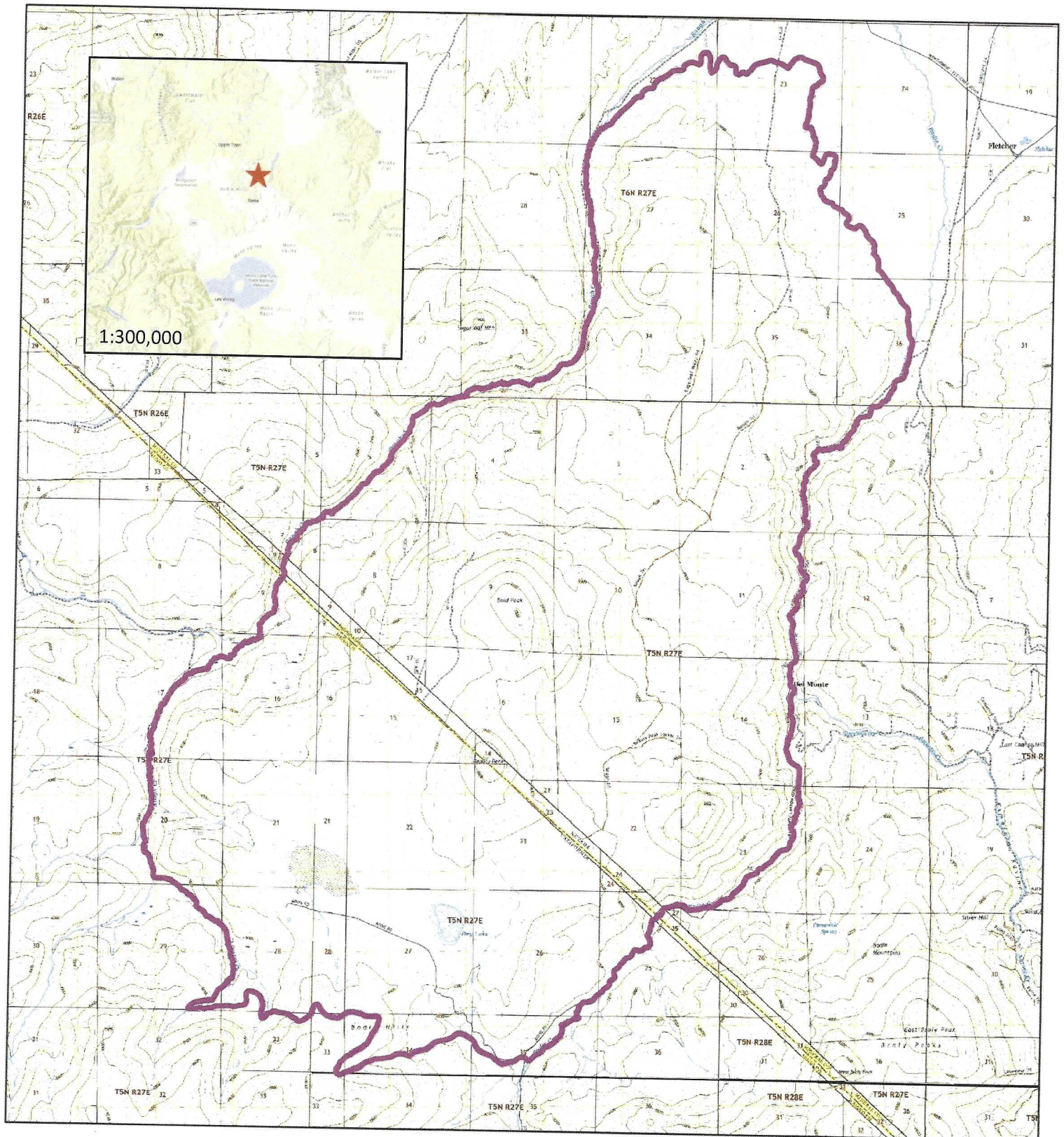
Adopted by the Tribal Council of the Bridgeport Indian Colony
March 26, 2024

Adopted by the Tribal Council of the Walker River Paiute Tribe
February 8, 2024

Adopted by the Tribal Council of the Yerington Paiute Tribe
April 10, 2024

Adopted by the Tribal Council of the Mono Lake Kutzadika'a Tribe
January 10, 2024

Sacred Landscape in Tablelands



 Sacred Landscape in Tablelands





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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Community Development

TIME REQUIRED 20 minutes

PERSONS APPEARING BEFORE THE BOARD Rob Makoske, Planning Analyst

SUBJECT Interpretation of Mono County Code Section 5.60.140.N.6, regarding the Prohibition of the Retail Sale of Cannabis-Infused Beverages

AGENDA DESCRIPTION:

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

Consider interpreting Mono County Code Section 5.60.140.N.6. to allow pre-mixed cannabis beverages regulated by the State of California. Concentrates that are beverages, powders, or gels would continue to be prohibited.

RECOMMENDED ACTION:

Make the interpretation as recommended in the staff report of Mono County Code Section 5.60.140.N.6 to allow the immediate retail sale of premixed cannabis-infused beverages in Mono County while retaining the prohibition on concentrated beverages, powders, gels, and other cannabis products with instructions for the further preparation of cannabis infused beverages, and further direct staff to begin the process of amending the County Code to reflect the interpretation as workflow permits.

FISCAL IMPACT:

Potentially a minor increase in sales tax remitted to the County; staff time to work on code revision is included in the department budget.

CONTACT NAME: Rob Makoske

PHONE/EMAIL: 760-924-1813 / rmakoske@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Attachment 1
Public Comment - John DeCoster

History

Time	Who	Approval
6/26/2024 2:04 PM	County Counsel	Yes
6/24/2024 3:11 PM	Finance	Yes
6/26/2024 6:21 PM	County Administrative Office	Yes

MONO COUNTY

COMMUNITY DEVELOPMENT DEPARTMENT

PO Box 347
Mammoth Lakes, CA 93546
760-924-1800 phone, 924-1801 fax
commdev@mono.ca.gov

Planning Division

PO Box 8
Bridgeport, CA 93517
760-932-5420 phone, 932-5431 fax
www.monocounty.ca.gov

Date: July 2, 2024

To: Mono County Board of Supervisors

From: Rob Makoske, Planning Analyst
Brent Calloway, Principal Planner

RE: Board Interpretation of Mono County Code Section 5.60.140.N.6, regarding the prohibition of the retail sale of cannabis-infused beverages.

BACKGROUND

Mono County Code Section 5.60.140.N includes a list of cannabis products that are prohibited from retail sale in Mono County. The intent of the code section is to ensure the sale of safe products and to discourage cannabis products that may be attractive to children. The following is included in the list of prohibitions: "6. Any cannabis-infused beverages, powders, gels or other concentrates with instructions for the preparation of cannabis-infused beverages." Current interpretation and subsequent enforcement of this section has been that the retail sale of all cannabis-infused beverages is prohibited.

This language prohibiting cannabis-infused beverages was included in the Mono County Code during the original development of cannabis regulations as a general public health best practice at the time. In the Spring of 2024, an owner of a local cannabis retail business contacted staff for clarification of this code language and then contacted Supervisor Salcido to request the sale of pre-mixed cannabis-infused beverages be permitted to enhance competitiveness. The owner reported that customers tend to not purchase products at his business in favor of heading to Mammoth (or another location) where they can purchase all desired products at the same time.

DISCUSSION

The manufacturing of cannabis-infused beverages is regulated by the State of California and beverages are considered edible cannabis products. In researching the issue, the Public Health Department found information indicating there are likely no practical health differences between cannabis-infused beverages and other edible cannabis products. If the County has no objection to allowing the sale of cannabis-infused beverages, two options exist: 1) interpret the somewhat unclear language to mean that the prohibition applies only to cannabis concentrates, and/or 2) amend the County Code.

Option 1: Rather than prohibiting all cannabis-infused beverages, the current code could be interpreted as a prohibition only on those beverages, powders or gels that are concentrates and include instructions for the further preparation of beverages. This interpretation is consistent with other local regulatory agencies in the State, which often regulate pre-packaged cannabis foods and beverages by limiting the maximum milligrams of THC in both types of products to 100 mg per package. Only concentrates which could, in theory, be mixed inappropriately to maintain a higher and potentially unsafe dosage would continue to be prohibited. The proposed interpretation would allow for the immediate sale of pre-mixed cannabis infused beverages that are manufactured at licensed facilities regulated by the State of California.

Option 2: The process to amend County Code can be initiated at the direction of the Board and must be done by Ordinance, which requires 30-60 days after adoption to become effective. This timeframe will cause cannabis businesses to miss a significant portion of the summer.

The recommendation is to approve Option 1 by interpreting the prohibition in the code language to apply to cannabis concentrates only and not pre-mixed cannabis-infused beverages, which would allow for the immediate sale of cannabis-infused beverages, and then direct staff to amend the code for clarity and consistency with this interpretation as workflow allows.

ATTACHMENTS

Mono County Code Section 5.60.140

5.60.140 - Additional regulations for cannabis retail.

In addition to the general regulations found in Sections 5.60.040 and 5.60.120, retailers shall comply with the following:

- A. No cannabis or cannabis products shall be visible from the exterior of the retail premises.
- B. No Retailer shall allow entry into the premises, or sell or transfer cannabis, cannabis products or cannabis accessories to another person, without first verifying the age of the recipient either by electronically scanning, or inspecting through other reliable methods, the person's identification. A retailer with an A-permit shall not sell to a person under the age of twenty-one and a retailer with an M-permit shall not sell to a person under the age of eighteen, unless that person is accompanied by a parent or guardian.
- C. All permittees, owners, supervisors and employees involved in face-to-face retail sales of cannabis or cannabis products or management of a retail facility must complete a training program on cannabis retailing best practices and health education using a curriculum and program approved by the Mono County Public Health Department. The training shall be completed prior to beginning work on the sales floor and a refresher course shall be required each subsequent year of employment with verification of the completion provided to the county. Any such program shall address the following objectives: (1) education on state and local regulatory requirements and best practices for cannabis retailing; (2) education on how to verify age requirements and inform customers about the potential effects that various dosages and products may cause; (3) practices that can lower any risks associated with cannabis use; and (4) information on how to advise customers about best practices for the storage and use of cannabis to prevent access and accidental use by individuals under the age of eighteen (or twenty-one for retailers holding an A-permit).
- D. A cannabis retailer shall not hold or maintain a permit as a food services establishment or cottage food establishment from the county.
- E. Cannabis retailing by means of a self-service display is prohibited.
- F. A cannabis retailer holding an A-permit may not use in its name any words or phrases implying health or therapeutic benefits, including but not limited to "health," "wellness" or "clinic".
- G. A permit shall not be issued for a cannabis retailer that shares an entryway with a holder of a license to sell tobacco or alcohol; a purveyor of food products; or a pharmacy.
- H. Retailers shall not sell, or allow to be sold, cannabis, cannabis concentrates or cannabis products in any amount exceeding the daily limits set forth 16 CCR § 5409.
- I. Retailers shall have a licensed premises which is a physical location from which commercial cannabis activities are conducted. Cannabis retailing is not permitted from a vehicle or non-permanent structure.
- J. Permittees shall be responsible and liable for the management of waste on and around the cannabis operation and shall adhere to the waste management plan developed and implemented in compliance with 16 CCR §§ 5054—5055 and approved by the county.
- K. Permittees shall be responsible and liable for safety and security in and around the cannabis operation and shall adhere to the security plan developed and implemented in compliance with 16 CCR §§ 5042—5047, and approved by the county, which shall include, but is not limited to, the following:
 - 1. Limited access areas on the premises and measures to keep access limited to authorized personnel.
 - 2. An employee badge requirement that meets all requirements in 16 CCR § 5043.
 - 3. Installation of a video surveillance system that meets all requirements in 16 CCR § 5044. Permittees shall maintain surveillance video tapes for a period of at least thirty days and shall make such videotapes available to the county upon request.
 - 4. Perimeter lighting systems.
 - 5. Installation of commercial-grade, nonresidential locks on all points of entry and exit to the premises, including limited access areas.
 - 6. Installation of an alarm system that meets all requirements in 16 CCR § 5047.
 - 7. Security personnel hired pursuant to 16 CCR § 5045.
 - 8. Storage methods used to store all cannabis and cannabis products in a manner to prevent diversion, theft, and loss, except for limited amounts of cannabis and cannabis products used for display purposes or immediate sale.
 - 9. Measures used to deter and prevent unauthorized entrance into areas containing cannabis or cannabis products in compliance with California Business and Professions Code section 26070 as well as to prevent unauthorized individuals from loitering on the premises or in area(s) immediately surrounding the premises.
- L. All sales and dispensing of cannabis and cannabis products shall be conducted in-person and entirely within the licensed premises of the cannabis retailer. The delivery of any cannabis or cannabis products by a licensee to a consumer is prohibited within the unincorporated area of the county. ^[2]
- M. Hours of operation for a retail facility shall begin no earlier than 9:00 a.m. and end no later than 9:00 p.m.
- N. Retailers are prohibited from selling and advertising for sale the following:
 - 1.

Any cannabis or cannabis product that is attractive to children or youth, as determined by the county in accordance with subsection 5.60.030(9).

- 2. Any cannabis or cannabis product whose packaging or labeling is attractive to children or youth, as determined by the county in accordance with subsection 5.60.030(9).
 - 3. Synthetic cannabinoid containing products.
 - 4. Cannabis or cannabis products that contain any noncannabinoid additive that would increase potency, toxicity or addictive potential, or that would create an unsafe combination with other psychoactive substances. Prohibited additives include, but are not limited to, nicotine, caffeine and alcohol [excepting a minimum of alcohol that is residual from manufacturing or required solvents for the cannabis containing product if the product's packaging, labeling and marketing make no other reference to alcoholic content].
 - 5. Any cannabis product that would otherwise be classified as a potentially hazardous food (as defined in California Health and Safety Code Section 113871), including a food that requires time or temperature control to limit pathogenic microorganism growth or toxin formation.
 - 6. Any cannabis-infused beverages, powders, gels or other concentrates with instructions for the preparation of cannabis-infused beverages.
 - 7. Any cannabis product that the county determines is easily confused with a commercially available food product without cannabis.
- O. Every cannabis retailer shall maintain on the premises the original labeling and packaging provided by the manufacturer for all cannabis products that are sold or offered for sale by the establishment separately from the original packaging designed for retail sale to the consumer. The original labeling and packaging from which the contents are sold separately shall be maintained during such time as the contents of the package are offered for sale and may be disposed of upon the sale of the entire contents of such package.
- P. Retailers must display a warning sign in a prominent location within the premises with letters of not less than one-half-inch in height, and must clearly state the following information:

WARNING

Are you pregnant or breastfeeding? According to the U.S. Centers for Disease Control (CDC), marijuana use during pregnancy can be harmful to your baby's health, including causing low birth weight and developmental problems.

Driving while high is a DUI. Marijuana use increases your risk of motor vehicle crashes.

Not for Kids or Teens! Starting marijuana use young or using frequently may lead to problem use and, according to the CDC, may harm the developing teen brain.

Sign posted pursuant to Mono County Code Chapter 5.60.140.

(Ord. No. 18-05, § 1(Att. A), 5-8-2018; Ord. No. 22-007, § 1, 7-19-2022)

Footnotes:

--- (2) ---

Editor's note— Ord. No. 22-007, § 1, adopted July 19, 2022, provides: Subdivision (L) of Section 5.60.140 of the Mono County Code, which currently provides in part that: "[t]he delivery of any cannabis or cannabis products by a licensee to a consumer is prohibited within the unincorporated area of the county" is hereby suspended.

From: John DeCoster <John@insaneenterprises.com>

Sent: Monday, June 17, 2024 5:26 PM

To: Robert Makoske <rmakoske@mono.ca.gov>

Cc: Bob Gardner <bgardner@mono.ca.gov>; Paul McFarland <mcfarland4monod3@gmail.com>

Subject: RE: Upcoming Potential Change to Mono County Cannabis Ord

[EXTERNAL EMAIL]

Hey, Rob. I appreciate the heads up. I'm out of town on biz on that particular day, but I am definitely supportive of this. Some notes –

- Cannabis beverages are already permitted in the city of Mammoth Lakes as well as at the state level.
- There are already specific Mono County and State ordinances that prohibit packaging that appeals to children. I mention this because I was around for the initial drafting of the local code and the initial reason beverages were prohibited was because Mono County Health Dept was concerned that dispensaries would be selling things like cannabis infused “Cherry Soda Pop” and didn’t want products that would appeal to children. Given the fact that we already specifically prohibit products that are marketed to children, I believe this is a moot point and there really wasn’t a good reason for the ban to begin with. But we certainly respect the concerns of the health department and should reassure them that appropriate packaging and marketing regulations already exist.
- The reality is that if cannabis beverages were permitted, we would carry them at High Sierra but would obviously only carry products that fit our brand and demographics. So, we would carry things like organic cannabis tea. Those products already exist in the market and would be a nice complement to our current product offerings.
- There is already a loophole in our local ordinances with respect to delivery which I am very much not a fan of. Dispensaries outside unincorporated Mono County can deliver here. Dispensaries outside of unincorporated Mono County that deliver here don’t pay the 4% local retail tax and they don’t have to conform to any of our local regulations. The county has no ability to enforce local regulations upon outside businesses that deliver here. My point being – right now, I can order cannabis beverages from dispensaries in Mammoth Lakes and have them delivered here. I can literally do that today. The county has no way to control this because, in my opinion, we were irresponsible in the decision to allow outside deliveries thus preventing any ability for the county to regulate or tax this industry.

Given the above, I don’t see any reason why we wouldn’t allow cannabis infused beverages in Mono County. You are welcome to share my thoughts at the meeting. cc’ing Supervisor Gardner and his successor for continuity.

I hope you are getting out there and enjoying this awesome weather!

Cheers,

-J



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: County Administrative Office

TIME REQUIRED 5 minutes

SUBJECT Agreement and First Amendment to the Employment Agreement of Elizabeth Grans as Economic Development Manager/Film Commissioner for Mono County Recognizing Ms. Grans' Appointment as Interim Economic Development Director

PERSONS APPEARING BEFORE THE BOARD

Christine Bouchard, Assistant County Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving an employment agreement with Elizabeth Grans as Interim Economic Development Director, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Approve proposed Resolution, approving an employment agreement with Elizabeth Grans as Interim Economic 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:

This item increases costs for each pay cycle the additional duties are performed by an estimated \$458, of which \$387 is salary and \$72 is benefits. The annual cost of this position currently before the amendment is \$155,407, of which \$107,065 is salary and \$48,342 is benefits.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 760-932-5414 / cbouchard@mono.ca.gov

SEND COPIES TO:

Christine Bouchard

John Peters

Liz Grans

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Original Employment Agreement
Resolution
Amendment to Employment Agreement

History

Time	Who	Approval
6/25/2024 2:59 PM	County Counsel	Yes
6/26/2024 11:43 AM	Finance	Yes
6/26/2024 6:19 PM	County Administrative Office	Yes



1
2
3 **RESOLUTION NO. R22-95**

4 **A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS**
5 **APPROVING AN EMPLOYMENT AGREEMENT WITH ELIZABETH GRANS**
6 **AND PRESCRIBING THE COMPENSATION, APPOINTMENT,**
7 **AND CONDITIONS OF SAID EMPLOYMENT**

8 **WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of
9 the Government Code to prescribe the compensation, appointment, and conditions of employment of
10 County employees;

11 **NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors,
12 that the Employment Agreement of Elizabeth Grans, a copy of which is attached hereto as an exhibit
13 and incorporated herein by this reference as though fully set forth, is hereby approved and the
14 compensation, appointment, and other terms and conditions of employment set forth in that Agreement
15 are hereby prescribed and shall govern the employment of Ms. Grans. The Chair of the Board of
16 Supervisors shall execute said Agreement on behalf of the County.


17 **PASSED AND ADOPTED** this 6th day of September 2022, by the following vote:


18 **AYES: Supervisor Corless, Duggan, Gardner, Kreitz, and Peters.**

19 **NOES: None.**

20 **ABSTAIN: None.**


21 **ABSENT: None.**

22 **ATTEST:** 
23 _____
24 Clerk of the Board



Bob Gardner (Sep 8, 2022 12:37 PDT)
Bob Gardner, Chair
Board of Supervisors

25 **APPROVED AS TO FORM:**

26 
27 _____
28 Stacey Simon (Sep 8, 2022 12:32 PDT)
COUNTY COUNSEL

**EMPLOYMENT AGREEMENT OF ELIZABETH GRANS
AS ECONOMIC DEVELOPMENT MANAGER/FILM COMMISSIONER
FOR MONO COUNTY**

This Agreement is entered into by and between Elizabeth Grans and the County of Mono (hereinafter “County”).

I. RECITALS

The County currently employs Elizabeth Grans (hereinafter “Ms. Grans”) as an Administrative Services Specialist and now wishes instead to employ Ms. Grans as its Economic Development Manager/Film Commissioner, in accordance with the terms and conditions set forth in this Agreement. Ms. Grans wishes to accept employment with the County as Economic Development Manager/Film Commissioner on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence August 16th, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Effective August 16th, 2022, Ms. Grans shall be employed by Mono County as its Economic Development Manager/Film Commissioner, serving at the will and pleasure of the Economic Development Director. Ms. Grans accepts such employment. The Economic Development Director be deemed the “appointing authority” for all purposes with respect to Ms. Grans employment. The Economic Development Director and Ms. Grans will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Grans work. Ms. Grans job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Economic Development Director in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Ms. Grans salary shall be initially set at Range 12, Step A of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Ms. Grans understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with

respect to her employment for the County as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of her retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Ms. Grans shall earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave), during each calendar year of service under this Agreement, prorated in the first year to reflect Ms. Grans start date. Ms. Grans understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of the calendar year in which it is provided, or it is lost. Consistent with Ms. Grans uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Grans may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Grans date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. To the extent deemed appropriate by the Economic Development Director, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Grans full participation in applicable professional associations, for her continued professional growth, and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Grans shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County's Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Grans employment, medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Grans understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Grans cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to

work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Grans regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Ms. Grans employment, the Economic Development Director may terminate Ms. Grans employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Grans understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Economic Development Director may, in his or her discretion, take during Ms. Grans employment.
10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Ms. Grans shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Ms. Grans shall not be entitled to any severance pay in the event that the Economic Development Director has grounds to discipline her on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Grans shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Grans may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Grans shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Grans.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government

Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Grans employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Grans 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. Ms. Grans shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Grans is convicted of a crime involving abuse of office or position.

14. Ms. Grans acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Grans further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

III. EXECUTION

This Agreement is executed by the parties this 6th day of September, 2022.

EMPLOYEE



Elizabeth Grans

THE COUNTY OF MONO



Bob Gardner (Sep 8, 2022 12:37 PDT)

By: Bob Gardner, Chair
Board of Supervisors

APPROVED AS TO FORM:



Stacey Simon (Sep 1, 2022 08:47 PDT)

COUNTY COUNSEL



RESOLUTION NO. R24-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING AN AGREEMENT AND FIRST AMENDMENT TO THE
EMPLOYMENT AGREEMENT OF ELIZABETH GRANS AS ECONOMIC
DEVELOPMENT MANAGER/FILM COMMISSIONER FOR MONO COUNTY
RECOGNIZING MS. GRANS' APPOINTMENT AS
INTERIM ECONOMIC DEVELOPMENT DIRECTOR**

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 Elizabeth Grans, 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 Elizabeth Grans. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 2nd day of July, 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 AND FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT
OF ELIZABETH GRANS AS ECONOMIC DEVELOPMENT MANAGER/FILM
COMMISSIONER FOR MONO COUNTY RECOGNIZING MS. GRANS'
APPOINTMENT AS INTERIM ECONOMIC DEVELOPMENT DIRECTOR**

This Agreement and First Amendment is entered into by and between Elizabeth Grans and the County of Mono (collectively “the Parties”) for the purpose of amending the Employment Agreement of Elizabeth Grans entered into on or about September 6, 2022 (hereinafter the “Agreement”).

I. RECITALS

- A. Ms. Grans is currently employed by Mono County as its Economic Development Manager/Film Commissioner in accordance with the terms and conditions of the Agreement.
- B. The County has experienced a vacancy in the position of Economic Development Director and the County Administrative Officer (“CAO”) has appointed Ms. Grans to serve as Interim Economic Development Director.
- C. The Board now wishes to amend the terms and conditions of Ms. Grans’ employment to recognize and compensate her for the assumption of additional duties commencing on July 2, 2024.

II. AGREEMENT

NOW, THEREFORE, the Parties agree to amend the Agreement as follows:

- 1. The following is added to Section II. Paragraph 2 of the Agreement:

“Notwithstanding anything to the contrary contained in this Agreement, commencing on July 2, 2024, and until otherwise directed by the County Administrative Officer (“CAO”), Ms. Grans shall perform the functions of Economic Development Director, in addition to her existing functions as Economic Development Manager/Film Commissioner, for Mono County. In the event the CAO notifies Ms. Grans that she will no longer perform the functions of Economic Development Director, this Amendment shall automatically terminate and Ms. Grans’ employment shall continue to be governed solely by the Agreement.”

- 2. The following is added to Section II. Paragraph 3 of the Agreement:

“Notwithstanding anything to the contrary herein, commencing on July 2, 2024, and until such time as notification is given pursuant to Paragraph 1 above, Ms. Grans’ salary shall be 90% of Range 119, Step A, which is \$117,124.15 annually, 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 and Supersede and Replace Resolution R24-007 and Current Position Assignment Schedule” (Resolution R24-033 adopted on April 2, 2024).”

3. All other provisions of the Agreement not hereby amended shall remain in full force and effect.

III. EXECUTION:

The Parties hereby execute this Agreement and First Amendment this 2nd day of July, 2024.

EMPLOYEE

THE COUNTY OF MONO

Elizabeth Grans

John Peters, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Public Works - Fleet

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

SUBJECT Fleet Operations Update

AGENDA DESCRIPTION:

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

Presentation by Paul Roten and Karyn Spears regarding Mono Fleet Operations.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
PW Staff Report Fleet Update
Presentation

History

Time	Who	Approval
6/26/2024 4:33 PM	County Counsel	Yes
6/26/2024 2:31 PM	Finance	Yes
6/26/2024 6:20 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: June 24, 2024
To: Honorable Chair and Members of the Board of Supervisors
From: Karyn Spears, Assistant Director of Public Works
Subject: Public Works Fleet

Background:

Mono County has 215 vehicles in the Motor Pool fleet. This includes 166 vehicles and 98 Non-Specialty Vehicles and 68 specialty vehicles. A specialty vehicle is defined as a vehicle set up with tools, equipment and other apparatus necessary for the operator to perform functions of their job (Sheriff units, Ambulances, construction trucks etc.).

Discussion:

Fleet division's upcoming improvements

- Implementation of the QuickBase adding QR codes to all vehicles to improve communication between operators and Fleet Supervisors. Functions will include setting up a repair, services, loaners, etc.
- Partnering with Department Heads for loaner pool vehicles when needed, to decrease the need to purchase new pool vehicles, but to also maximize usage on vehicles underutilized.
- Identify and prioritize replacements at the beginning of the FY
- Identify and adhere to policies and procedures for assigned vehicles to individual County employees
- Develop a partnership with TOML for parts and repairs as needed

Respectfully submitted,

Karyn Spears

Karyn Spears

Assistant Director of Public Works



Fleet Program Update Mono County



The Mono County Fleet Division supports:

Heavy Equipment

Semi-Trucks, Pickups, Cars, Trailers

Emergency Response Vehicles

Road Shops

Fuel Supplies

Fleet Responsibilities

- Over 166 road vehicles and equipment.
- Approximately \$10,000,000 of Heavy Equipment
- Gasoline and Diesel fuel at each Road Shop
- Maintenance
- Repairs
- Support insurance coverage (with Risk Manager)
- CIP determination of future purchases

Over 166 road vehicles and equipment.

- 18 departments
- 59 Small SUVs, 7 Mid SUVs, 9 Large SUVs, 6 Ambulances, 3 EVs, 41 PU (1/2T – 1T), 3 vans, 1 Transport Truck
- Sheriffs - 30 PPVs, 6 PPV – Trucks

The Parking Problem


- Over 160 employees work and park at the Civic Center
- There are approximately 50 County Vehicles that are continuously staged at the Civic Center for availability.
- Upon completion of the fleet survey, Directors have advised PW that they need these vehicles to do their jobs at any given time.
- “Pool sharing” with other departments has been approved by some departments for low use vehicles.

The Parking Solution

- The PW directors of Mono County and the Town are working on solutions in conjunction with the upcoming construction of the Towns Civic Center on the same site.



Approximately \$10,000,000 of Heavy Equipment

- 38 pieces of equipment including graders, dump plow, dump/water truck, loaders, dozer, transport truck, compactor, scraper, skid steer.
- 

Gasoline and Diesel fuel at each Road Shop

- Procurement, storage and distribution of gasoline and diesel fuel.
- Diesel Fuel price range was from \$2.93 to \$3.04 per gallon
- Unleaded gas price ranges was from \$2.47 to \$2.81
- 57,890.40 gallons of diesel used for FY 23/24
- 101,239.87 gallons of unleaded used for FY 23/24

Maintenance

- Perform preventative maintenance on 215+ vehicles/equipment
- Manage inventory on spare parts
- Spare parts expenditures for FY 2023-2024 totaled \$127,846.49 averaging \$10,650 monthly.

Repairs

- **Manage and coordinate repairs on vehicles involved in traffic accidents, vandalism, and theft.**
- **Coordinate tire repair for field service vehicles and normal replacement because of wear, damage, etc.**
- **Provide road and field service repairs on disabled or non-movable equipment.**

Support insurance coverage

- Work with Risk Management for insurance coverage
- Complete inspections for damage estimates for insurance claims

Capital Improvement Plan Work

- Develop annual vehicle/equipment Capital Improvements Program (CIP).



Recent Updates

- ▶ Lease Payoffs for 6 vehicles – will be adding in the cost savings
- ▶ Purchased 3 vehicles to replace those that have reached EOL, Rav4 for CAO, IT Truck, Crowley road Truck.



The Future - 2024/2025 FY

- Adding QR codes to all vehicles to improve communication between operators and Fleet Supervisors.
- Coordinate with TOML for spare parts transfers and repairs as needed.
- Develop plan for underutilized vehicles for possible motor pool availability.
- CARB compliance
- EV charger infrastructure to support EV vehicles to be added to fleet.



Questions?



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Mono County Jail Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

AGENDA DESCRIPTION:

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

Mono County Jail Update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Jail Update

History

Time	Who	Approval
6/26/2024 4:34 PM	County Counsel	Yes
6/24/2024 3:29 PM	Finance	Yes
6/26/2024 6:23 PM	County Administrative Office	Yes

Mono County Jail Update

July 2, 2024

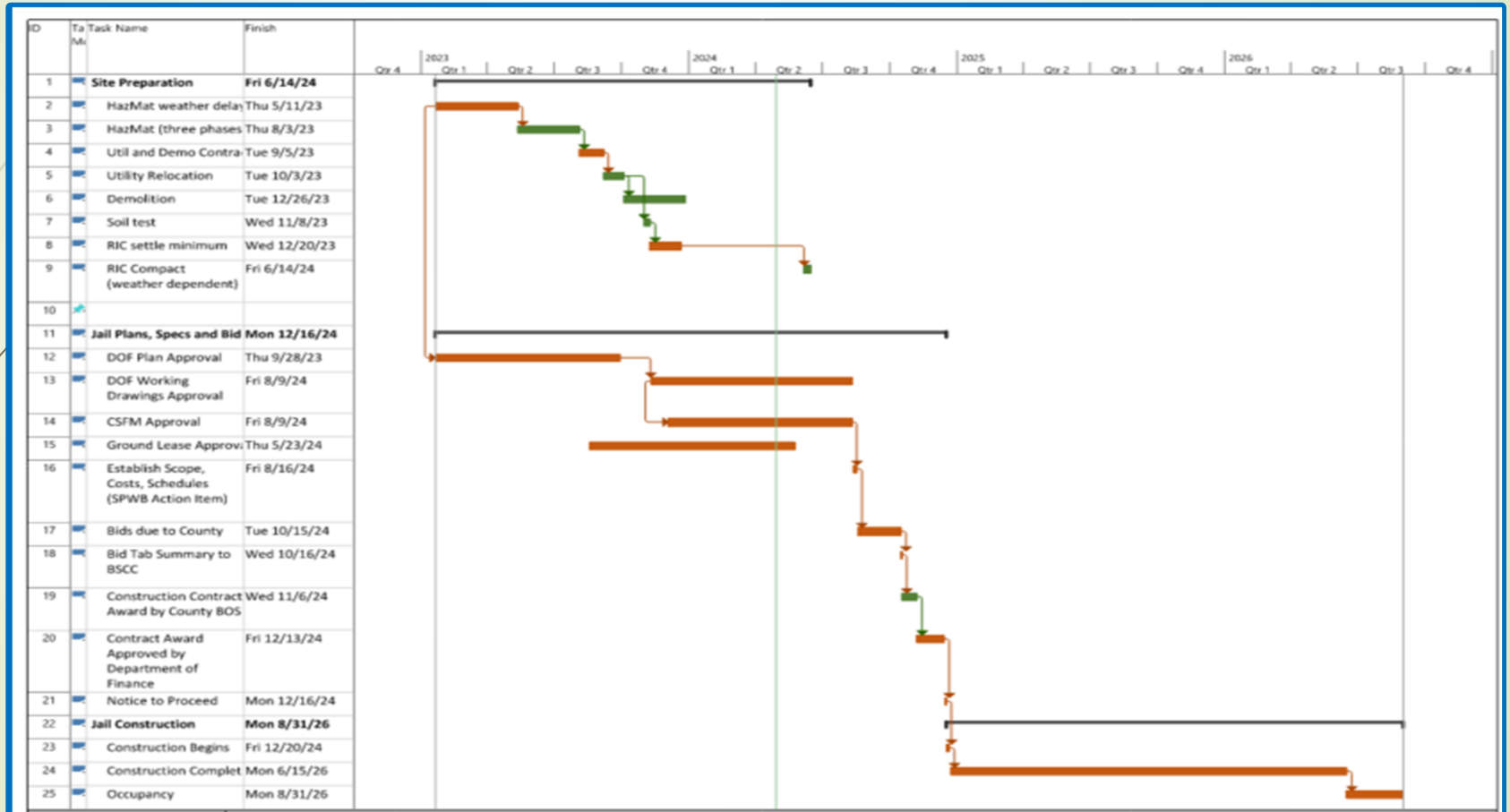




Mono County Jail Update

- ▶ Project Schedule
- ▶ Site Preparation
 - ▶ ~~Hazardous Material Removal~~
 - ▶ ~~Utility relocations~~
 - ▶ ~~Hospital demolition~~
 - ▶ ~~Utility company coordination (pole removal)~~
 - ▶ Soil Mitigation
- ▶ Present work tasks
- ▶ Next steps

Mono County Jail Schedule



Design update



Looking East

Design update



Looking Northeast

Design update

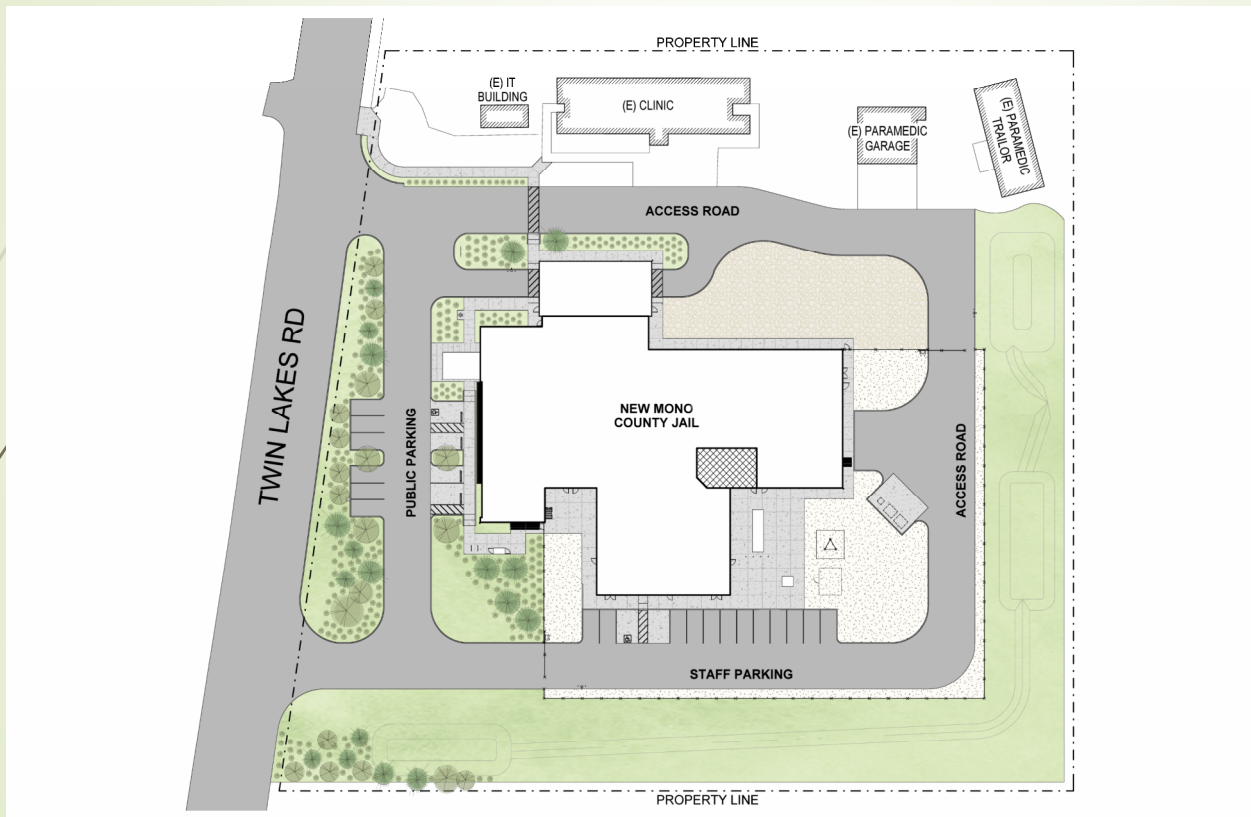


The Fence

POWER POLE REMOVED



Design update



Facility Site Plan

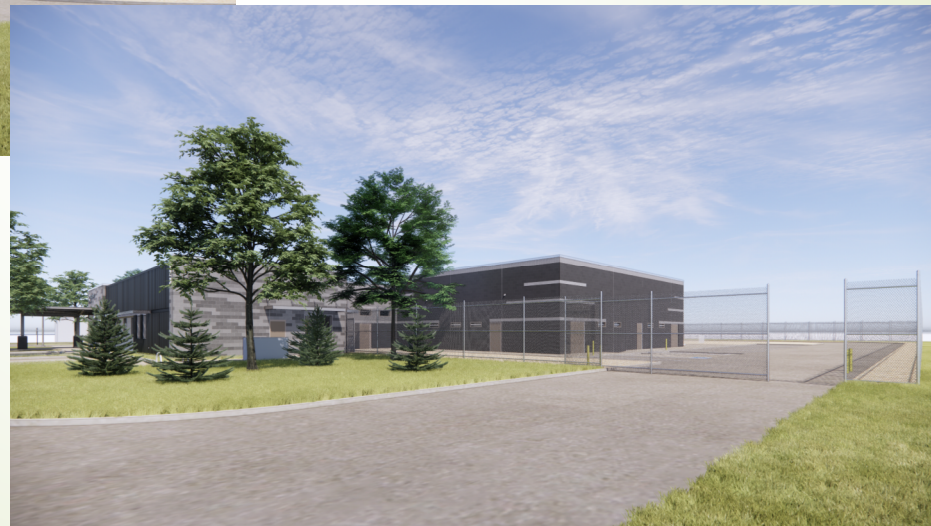
Design update



Public Front/Entry



Design update



Secure/Controlled Access

Design update



Floor Plan



Site Preparation – Old Mono Hospital Site

- ~~Asbestos removal is complete~~
 - ~~Through an operation that took three phases, the hazardous materials at the hospital were removed~~
 - ~~The monitoring efforts have now shown that the site materials are safe for normal disposal processes~~
- ~~Utility Relocation and Demolition~~
 - ~~Provide utilities for new Jail~~
 - ~~Prepare site for the compaction process~~
 - ~~Remove overhead power lines and poles that are in way of new construction~~
- **Soil Remediation**
 - **Preparation of Bid Documents**
 - Bid / Award and Execute Construction of RIC process



Process

State Agencies Involved in Process:

- ▶ Board of State and Community Corrections (BSCC)
- ▶ State Department of General Services (DGS Real Estate Services Branch)
- ▶ Department of Finance (DOF) and State Public Works Board (SPWB)
- ▶ Office of the State Fire Marshal



Process

STATE LEASE REVENUE BOND FINANCING

Cumbersome Process and Deliverables

- ~~Project Establishment~~
- ~~Preliminary Plans (Design Development)~~
- ~~Construction Documents~~
- **Ground Lease and Agreements**
- **Authorization to Bid**
- Bid Tabulation and Approval
- Issuance of Notice to Proceed
- Construction and Closeout



Board of State and Community Corrections Key Milestones

- ~~Project Establishment~~
 - ~~Established September 15, 2022 (State Public Works action item)~~
- ~~Preliminary Plans~~
 - ~~Prior anticipated approval of February 13, 2023 (packaged November 2022)~~
 - ~~Anticipated approval end of April 2023 (current update)~~
- Working Drawings
 - Approvals from agencies and DOF
 - Ground Lease approval
 - DOF approval to Bid
- Bidding
 - Bids and conditional BOS approval
 - DOF issuance of Notice to Construct
- Construction



Next Steps

- ~~■ Approval of Preliminary Plans~~
- Make Site Ready
 - ~~■ HazMat process~~
 - ~~■ Demolition of old Hospital~~
 - **Improvement of poor soils**
- Review and Approval of Working Drawings
- Execution of Ground Lease
- Obtain final approval from State Fire Marshal
- Bidding
- DOF Approval and Notice to Proceed
- Construction



Questions?



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
6/25/2024 3:01 PM	County Counsel	Yes
6/12/2024 8:28 AM	Finance	Yes
6/25/2024 9:00 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

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MINUTE ORDER REQUESTED:

YES NO

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History

Time	Who	Approval
6/25/2024 3:01 PM	County Counsel	Yes
6/24/2024 2:52 PM	Finance	Yes
6/25/2024 9:00 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT Closed Session - Initiation of
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
6/25/2024 3:01 PM	County Counsel	Yes
6/25/2024 6:18 PM	Finance	Yes
6/25/2024 9:01 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 2024

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
6/25/2024 3:01 PM	County Counsel	Yes
6/25/2024 6:17 PM	Finance	Yes
6/25/2024 9:01 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE July 2, 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, Oliver Yee, Christopher Beck, Janet Dutcher, and Christine Bouchard. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
6/25/2024 3:02 PM	County Counsel	Yes
6/25/2024 6:18 PM	Finance	Yes
6/25/2024 9:01 PM	County Administrative Office	Yes

