



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 November 7, 2023

TELECONFERENCE INFORMATION

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

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

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

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84080546469> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 840 8054 6469.

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 840 8054 6469

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=e7d204c7-e668-44f4-be12-b19e6bd13e27

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

Full agenda packets are available for the public to review in the Office of the Clerk of the Board (Annex I - 74 North School Street, Bridgeport, CA 93517) and online at <http://monocounty.ca.gov/bos>. Any writing distributed less than 72 hours prior to the meeting will be available for public inspection in the Office of the Clerk of the Board and online.

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Retirement Recognition of Claude Fiddler for His Years of Service with Mono County

Departments: Public Works - Facilities

5 minutes

(Paul Roten, Public Works Director) - Proposed proclamation of the Mono County Board of Supervisors recognizing Claude Fiddler for his years of service to Mono County and the Department of Public Works.

Recommended Action: Approve proposed proclamation recognizing Claude Fiddler.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

A. Board Minutes

Departments: Clerk of the Board

Approval of Board minutes from the July 2023, regular meetings. Approval of Board minutes from the August 2023, regular meetings. Approval of Board minutes from the August 2023, special meeting.

Recommended Action: 1. Approve the Board minutes from the July 11, 2023, regular meeting. 2. Approve the Board minutes from the July 18, 2023, regular meeting. 3. Approve the Board minutes from the August 1, 2023, regular meeting. 4. Approve the Board minutes from the August 8, 2023, regular meeting. 5. Approve the Board minutes from the August 15, 2023, regular meeting. 6. Approval of Board minutes from the August 10, 2023, special meeting.

Fiscal Impact: None.

B. In-Home Supportive Services Non-Profit Consortium Rate Change Request

Departments: Health and Human Services

Seeking Board approval for an In-Home Supportive Services Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs for submission to the California Department of Social Services.

Recommended Action: Approve the proposed In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

Fiscal Impact: None. The rate change affects the amount paid to IHSS providers, obligations not reported in Mono County financial records.

C. Organizational Mind Group Contract Amendment - Behavioral Health Department Consulting Services

Departments: Behavioral Health

Proposed contract amendment with Beth A. Cohen, Ph.D., dba Organizational Mind Group pertaining to management consulting services provided to the Behavioral Health Department.

Recommended Action: Approve, and authorize Chair, to sign, contract amendment with Beth A. Cohen, Ph.D., dba Organizational Mind Group for management consulting services provided to the Behavioral Health Department for the period through December 31, 2023, and a not-to-exceed amount of \$55,000. The new total contract limit would be \$140,000.

Fiscal Impact: The proposed amendment will increase the the contract limit for Behavioral Health consulting services from \$40,000 to \$55,000. This increase will be paid for with Mental Health Services Act funds. This increases the total County contract limit from \$125,000 to \$140,000.

D. At-Will Salary Matrix Amendment

Departments: Human Resources

Proposed resolution of the Mono County Board of Supervisors directing the County Administrative Officer to amend the salary matrix applicable to at-will employees and elected department heads enacted by Resolution R23-016 to increase the salary rate for the Range 27 Step E position, applicable to the Public Health Officer.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

E. Resolution Authorizing Amendment of the Mono County Allocation List for the Clerk Recorder's Office

Departments: Human Resources and Clerk Recorder

Proposed resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to eliminate one Fiscal Technical Specialist IV and add one Administrative Services Specialist in the department of the Clerk Recorder.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

F. Resolution Authorizing the Amendment to the Mono County Allocation List for Public Works

Departments: Human Resources and Public Works

Proposed resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to eliminate one Administrative Services Specialist and add one Fiscal and Administrative Services Officer in the Department of Public Works.

Recommended Action: Adopt proposed resolution.

G. Agreement with Victoria L. Campbell, Esq. for the Provision of Indigent Defense Services

Departments: County Administrative Office

Proposed contract with Victoria L. Campbell, Esq. for the provision of indigent defense services in Mono County.

Recommended Action: Approve, and authorize Chair to sign, contract with Victoria L. Campbell, Esq. for the provision of indigent defense services for the period December 11, 2023, through December 10, 2025, with option to extend,

and a not-to-exceed amount of \$16,065/month with 2% automatic annual increases.

Fiscal Impact: Not-to-exceed amount of \$192,780 annually and approximately \$107,273 for the remainder of Fiscal Year 2023-24, with 2% automatic annual increases.

H. Public Works Reclassification

Departments: Public Works

Reclassification of Judy Curti into the position of Fiscal and Administrative Services Officer, starting at step B.

Recommended Action: Approve Judy Curti's reclassification to Fiscal and Administrative Services Officer at the pay rate of Range 79, Step B, of the Mono County Public Employee Pay Matrix.

Fiscal Impact: Total cost of the reclassified position for the remainder of Fiscal Year (FY) 2023-24 is \$84,096, of which \$60,217 is salary and \$23,879 is benefits. The total cost for a full year is \$128,617 of which \$92,096 is salary and \$36,521 is benefits. The previous position was budgeted in the FY 2023-24 budget at a lower annual salary of \$83,285. This new position will lead to a FY 2023-24 unbudgeted increase to salary and benefits in the amount of \$6,511. The general fund portion of this amount is \$2,409. This amount is covered by the numerous allocated, unfilled positions in Public Works.

I. Rock Creek Snow Removal Agreement

Departments: Public Works

Proposed resolution to provide snow removal services along Rock Creek Road for the State Department of Parks and Recreation.

Recommended Action: 1. Adopt proposed resolution, authorizing entry into an agreement with California State Parks for snow removal services at Rock Creek SNO-Park. 2. Authorize Public Works Director to sign agreement C23550014 between the California Department of Parks and Recreation and Mono County Public Works.

Fiscal Impact: Up to \$47,040 in revenue (\$15,680 per year) to the Road Fund for snow removal services rendered to the California Department of Parks and Recreation

J. Memorandum of Understanding with Eastern Sierra Unified School District

Departments: Probation

Memorandum of Understanding (MOU) with Eastern Sierra Unified School District to provide funding for after-school programs within the District using Proposition

64 Public Health and Safety Grant funds.

Recommended Action: Approve County to enter into MOU with Eastern Sierra Unified School District and authorize County Administrative Officer to execute said MOU on behalf of the County.

Fiscal Impact: The awarded grant funding is in the amount of \$2,767,916 over a period of five years from May 1, 2023, to April 30, 2028. Any necessary budget changes to incorporate this MOU with the available grant award will be reevaluated at mid-year.

K. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 9/30/2023.

Recommended Action: Approve the Treasury Transaction Report for the month ending 9/30/2023.

Fiscal Impact: None.

L. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 9/30/2023.

Recommended Action: Approve the Investment Report for the Quarter ending 9/30/2023.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED

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

A. Governor's Proclamation for the March 5, 2024, Presidential Primary Election

Departments: Elections

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

B. Correspondence between Congressman Kiley's Office and the United States Postal Service regarding the Bridgeport Post Office

Departments: County Administrative Office

Correspondence received between Congressman Kiley's office to the United States Postal Service regarding the Bridgeport Post Office.

7. REGULAR AGENDA - MORNING

A. Winter Seasonal Outlook Presentation

Departments: Clerk of the Board

30 minutes

(Dawn Johnson, National Weather Service (NWS) Reno) - Presentation by Dawn Johnson of the National Weather Service in Reno regarding the 2023/24 Winter Weather Outlook.

Recommended Action: None, informational only.

Fiscal Impact: None.

B. Winter Operations Update - Caltrans

Departments: Clerk of the Board

15 minutes

(Ryan Dermody, District 9 Director, Terry Erlwein, Deputy District 9 Director for Maintenance, Operations, and Andy Richard, Caltrans Maintenance Manager) - Presentation by Ryan Dermody, Terry Erlwein, and Andy Richard of Caltrans regarding the 2023 - 24 Winter Operations update.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. 2023 Winter Storm Response and 2024 Winter Preparedness

Departments: Emergency Management

30 minutes

(Chris Mokracek, Director of Emergency Management) - Presentation by Chris Mokracek regarding the County's response to the 2023 winter storms and 2024 Winter preparedness.

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

Fiscal Impact: None.

D. Update from The Ferguson Group on Mono County Advocacy Services

Departments: County Administrative Office

20 minutes

(Kristi More, TFG (The Ferguson Group)) - The Ferguson Group, LLC (TFG) is under contract with Mono County to provide federal advocacy, consulting, and grant services. Additionally, TFG works with staff to identify funding opportunities for the County's high-priority projects and works to assist the County in

implementing the federal legislative platform and strategy. TFG will provide an update on their work with the County and the potential federal government shutdown.

Recommended Action: Receive the update from TFG and provide questions as needed.

Fiscal Impact: None.

E. Mono County Jail Facility - Update

Departments: Public Works

10 minutes

(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.

Recommended Action: None, informational only.

Fiscal Impact: None.

F. Capital Improvement Plan Workshop

Departments: Public Works

45 minutes

(Paul Roten, Public Works Director) - Workshop for presenting the list of projects on the proposed Mono County 2023 Capital Improvement Plan (CIP) and discuss the programming of available financial resources.

Recommended Action: Review revised draft of the 2023 Mono County's five-year Capital Improvement Plan and discuss list of projects and associated funding resources. Provide any desired direction to staff.

Fiscal Impact: The CIP affects numerous future budgets. As funding becomes available, the County Administrative Officer will recommend inclusion of project appropriations in future year operation budgets.

G. 2024 Calendar of Meetings of the Board of Supervisors

Departments: Clerk of the Board

10 minutes

(Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors) - Rule 3 of the Mono County Board Rules of Procedure specifies that an annual calendar of meetings shall be adopted by the Board at its first meeting in January. These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only, therefore the Board can adopt the calendar before the first meeting in January. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in

conformity with the law. The calendar will include all known regular meetings. Any meeting may be canceled upon the order of the Chair or by a majority of Board members.

Recommended Action: Approve proposed calendar of meetings for 2024; cancel any agreed upon meeting(s) for 2024.

Fiscal Impact: None.

H. Appointment of 2024 Rural County Representatives of California (RCRC) Delegate and Alternates

Departments: Clerk of the Board

5 minutes

(Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors) - The Mono County Board of Supervisors must appoint a Delegate and Alternate(s) to serve on the Rural County Representatives of California (RCRC) Board of Directors, Golden State Finance Authority (GSFA) Board of Directors, Golden State Connect Authority (GSCA) Board of Directors, and Environmental Services Joint Powers Authority (ESJPA) Board of Directors for 2024. Supervisor Duggan is currently the 2023 RCRC, GSFA, GSCA, and ESJPA Delegate. Supervisor Peters is currently the 2023 RCRC, GSFA, GSCA, and ESJPA First Alternate. Previously, the Solid Waste Superintendent was the 2023 RCRC, ESJPA Second Alternate.

Recommended Action: 1) Appoint a Supervisor as the 2024 RCRC, GSFA, GSCA, and ESJPA Delegate; and 2) Appoint a Supervisor as the 2024 RCRC, GSFA, GSCA, and ESJPA First Alternate; and 3) Appoint the 2024 RCRC ESJPA Second Alternate.

Fiscal Impact: None.

I. 2023/2024 California State Association of Counties (CSAC) Nominations

Departments: Board of Supervisors

5 minutes

(Queenie Barnard, Clerk – Recorder – Registrar – Clerk of the Board of Supervisors) - Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2023/2024. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year. Supervisor Peters is currently the member and Supervisor Kreitz is currently the alternate.

Recommended Action: Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2023/2024 Association year beginning on November 13, 2023; also, nominate an alternate member.

Fiscal Impact: None.

J. Terms and Conditions of Employment for Thomas Boo, MD as Public Health Officer

Departments: Health and Human Services

5 minutes

(Kathryn Peterson, Health and Human Services Director) - The County has selected Thomas Boo, MD to serve as the permanent Public Health Officer for Mono County. Board approval is sought to confirm proposed terms and conditions of employment with a starting date of November 7, 2023.

Recommended Action: Announce fiscal impact and adopt proposed Resolution, Approving Agreement Regarding Terms and Conditions of Employment for Thomas Boo, MD as Public Health Officer. Authorize the Board Chair to execute said Agreement on behalf of the County.

Fiscal Impact: The cost of this position for the remainder of Fiscal Year (FY) 2023-24 is \$123,005, of which \$86,046 is salary and \$36,959 is benefits. If this item is approved, the annual cost will be \$188,126, of which \$131,600 is salary and \$56,526 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

8. CLOSED SESSION

A. Closed Session - Labor Negotiations

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

B. Closed Session - Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher and Sandra Moberly. Negotiating Parties: Garth Moore and County of Mono. Under Negotiation: Price, terms, and conditions.

C. Closed Session - Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher and Sandra Moberly. Negotiating Parties: Brianna Brown and County of Mono. Under Negotiation: Price, terms, and conditions.

D. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property APN: 37-050-06. Negotiating Parties: County of Mono and Mammoth Dog Teams. County Negotiators: Sandra Moberly, Paul Roten and Stacey Simon.

E. Closed Session – Real Property Negotiation

Closed Session – Real Property Negotiation – CONFERENCE WITH REALPROPERTY NEGOTIATOR. Government Code section 54956.8. Property Address: 15 White Mountain Drive, Chalfant CA 93512 County Negotiator: Sandra Moberly, Mary BooherNegotiating Parties: Mono County Treasurer/Tax CollectorUnder Negotiation: Price, terms and conditions.

F. Closed Session - Existing Litigation

Closed Session – Existing Litigation - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Case number: CV200081

G. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

A. Housing Update

Departments: County Administrative Office
30 minutes

(Mary Booher, Retired Annuitant – Special Projects) - Presentation by Mary Booher providing an update on activities related to increasing housing in Mono County.

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

Fiscal Impact: None.

B. Request from Mammoth Lakes Housing for Funding for Access Apartments

Departments: County Administrative Office
10 minutes

(Sandra Moberly, County Administrative Officer) - In 2017, Mammoth Lakes Housing (MLH) purchased a property at 238 Sierra Manor Road in Mammoth

Lakes to provide additional affordable housing for the community. The proposed project includes converting the existing buildings into 11 one-bedroom apartments and six garages. MLH has secured a number of different funding sources for this project but, due to increasing construction costs of the project, has not secured full funding for the project. MLH is requesting additional funding for the project and has noted that there is a \$2.8M gap currently. The Housing Ad Hoc Committee discussed this project and recommended that the County allocate \$600,000 in funding in order to help close the gap for construction of the project.

Recommended Action: Staff recommends that the Board consider the request from MLH and provide direction to staff on funding of Access Apartments.

Fiscal Impact: There is an unencumbered balance of \$204,000 in the Affordable Housing Fund, and during policy discussions about the use of available one-time funding, the Board previously earmarked up to \$1,500,000 for various housing projects.

C. Clarification that Moratorium on Overnight Rentals for Duplex and Multi-Family Residential Units was not Approved

Departments: Community Development

10 minutes

(Wendy Sugimura, Community Development Director) - Clarification that the moratorium on overnight rentals in multi-family residential units heard by the Board on Oct. 10, 2023, was not approved, because a 4/5 vote was needed, and 3 Board members voted in favor while 2 voted against. Opportunity for one of the three Board members who voted in favor of the moratorium to make a motion to reconsider the item now that it has been clarified that a 4/5 vote is required, as allowed by Board Rules of Procedure, Rule 30.

Recommended Action: Hear staff presentation regarding non-passage of moratorium on October 10, 2023. If a motion to reconsider the moratorium is made and seconded, consider and potentially approve motion to reconsider.

Fiscal Impact: None.

D. Potential Moratorium on Overnight Rentals in Duplex and Multi-Family Units

Departments: Community Development

20 minutes

(Wendy Sugimura, Community Development Director) - If motion to reconsider is adopted during prior item, consider proposed ordinance Temporarily Suspending New Short-Term and Transient Rentals of Duplex & Multi-Family Dwelling Units in All Land Use Designations except Commercial Lodging (CL).

Recommended Action: 1) Adopt proposed ordinance, an interim ordinance of the Mono County Board of Supervisors Temporarily Suspending New Short-Term

and Transient Rentals of Duplex & Multi-Family Dwelling Units in All Land Use Designations except Commercial Lodging (CL). OR 2) Do not adopt the proposed ordinance.

Fiscal Impact: If adopted, growth in transient occupancy taxes and business license fees may be reduced.

E. Policy Discussion on Residential Use of Recreational Vehicles (RVs)

Departments: Community Development

1 hour

(Wendy Sugimura, Community Development Director) - Presentation on policies and options regarding residential use of RVs in unincorporated Mono County.

Recommended Action: Receive presentation and provide direction to staff.

Fiscal Impact: None.

10. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Public Works - Facilities

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Retirement Recognition of Claude Fiddler for His Years of Service with Mono County

AGENDA DESCRIPTION:

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

Proposed proclamation of the Mono County Board of Supervisors recognizing Claude Fiddler for his years of service to Mono County and the Department of Public Works.

RECOMMENDED ACTION:

Approve proposed proclamation recognizing Claude Fiddler.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval

County Counsel

Finance



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of Board minutes from the July 2023, regular meetings. Approval of Board minutes from the August 2023, regular meetings. Approval of Board minutes from the August 2023, special meeting.

RECOMMENDED ACTION:

1. Approve the Board minutes from the July 11, 2023, regular meeting. 2. Approve the Board minutes from the July 18, 2023, regular meeting. 3. Approve the Board minutes from the August 1, 2023, regular meeting. 4. Approve the Board minutes from the August 8, 2023, regular meeting. 5. Approve the Board minutes from the August 15, 2023, regular meeting. 6. Approval of Board minutes from the August 10, 2023, special meeting.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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<input type="checkbox"/> July 11, 2023 DRAFT Minutes
<input type="checkbox"/> July 18, 2023 DRAFT Minutes
<input type="checkbox"/> August 1, 2023 DRAFT Minutes
<input type="checkbox"/> August 8, 2023 DRAFT Minutes
<input type="checkbox"/> August 10, 2023 DRAFT Minutes

History

Time	Who	Approval
10/27/2023 10:50 AM	County Counsel	Yes
9/25/2023 12:56 PM	Finance	Yes
10/29/2023 4:26 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
July 11, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-141 – M23- 153

R23-048 - R23-051

ORD23-003 Used

9:01 AM Meeting called to order by Chair Duggan.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Peters.

Moved to item #7a.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Interim County Administrative Officer:

- Celebrated 4th of July in Bridgeport.
- 7/10 - Meeting with National Parks Service regarding the opening of Tioga Pass and

Note:

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

- assistance request submitted to Supervisor Gardner.
- Possible Mortgage Assistance Program will be brought to the Board next week as an update.

4. DEPARTMENT/COMMISSION REPORTS

- No reports.

5. CONSENT AGENDA

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

A. Out-of-State Travel Authorization for 2023 National Association of Counties' (NACo) Annual Conference

Departments: Board of Supervisors

Out-of-state travel request for Supervisors Duggan, Kreitz, and Peters to attend the 2023 National Association of Counties (NACo) Annual Conference in Austin, Texas, and for Supervisor Peters to attend NACo meetings regarding Payment In Lieu of Taxes (PILT) in Washington DC.

Action: Approved out-of-state travel for Supervisors Duggan, Kreitz, and Peters to attend the 2023 NACo Annual Conference in Austin, Texas from July 21 -24, 2023, and approved out-of-state travel for Supervisor Peters to attend NACo PILT meetings in Washington DC September 13-15, 2023.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-142

B. Mono County Economic Development, Tourism, and Film Commission Reappointment

Departments: Economic Development

Reappoint Geoff McQuilkin to a four-year term on the Mono County Economic Development, Tourism, and Film Commission.

Action: Reappointed Geoff McQuilkin to the Mono County Economic Development, Tourism, and Film Commission for a four-year term beginning July 1, 2023, and ending June 30, 2027.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-143

C. Ordinance Amending Chapter 9.44 of the Mono County Code to Add Mono City to Dog Leash Regulations

Note:

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

Departments: County Administrative Office

Proposed ordinance amending Chapter 9.44 of the Mono County Code, pertaining to dog leash regulations, in order to apply said regulations to the Mono City area of the County.

Action: Adopted Ordinance ORD23-003, Amending Chapter 9.44 of the Mono County Code, pertaining to dog leash regulations, in order to apply said regulations to the Mono City area of the County.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

ORD23-003

D. Bridge Contract for Municipal Resource Group LLC.

Departments: County Administrative Office

Proposed contract with Municipal Resource Group LLC. (MRG) pertaining to the provision of consulting support and project services.

Action: Authorized Interim County Administrative Officer to sign, contract with MRG for the provision of consulting support and project services for the period December 1, 2022, through January 31, 2023, and a not-to-exceed amount of \$16,875.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-144

E. Loan Agreement with Bridgeport Public Utilities District

Departments: County Administrative Office

Proposed loan agreement with Bridgeport Public Utilities District (BPUD) to cover system repairs pending reimbursement from state and federal emergency response sources.

Action: Approved and authorized the Interim County Administrative Officer to sign, loan agreement with Bridgeport Public Utilities District for \$1 million to be reimbursed by BPUD upon receipt of state and federal emergency response funds.

Kreitz moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Abstain

M23-149

Stacey Simon, County Counsel:

- Pulled item #5e. from Consent Agenda and explained why Supervisor Peters recused himself from item.

Note:

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

- Presented item.

Supervisor Peters:

- Recused himself from item.

Moved to item #6.

F. Updated Conflict of Interest Code for Mono County

Departments: County Counsel and Clerk of the Board

Proposed resolution adopting an updated Conflict of Interest Code for the County of Mono to add positions established since the adoption of the prior Code.

Action: Adopted Resolution R23-048, Amending the Conflict-of-Interest Code for the County of Mono.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

R23-048

G. Amendment to Agreement with Echo Consulting Services of California, Inc.

Departments: Behavioral Health

Proposed contract amendment with Echo Consulting Services of California, Inc. pertaining to the addition of Child Adolescent Needs and Strengths (CANS50) reporting and data conversion services.

Action: Approved and authorized Interim County Administrative Officer to sign, contract amendment with Echo Consulting Services of California, Inc. for the provision CANS50 reporting and data conversion services for the period September 1, 2022, through August 31, 2023, and a not-to-exceed amount of \$94,163.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-145

H. Agreement between Eastern California Water Association and Mono County

Departments: Community Development

Proposed contract with Eastern California Water Association pertaining to administration of a California Department of Water Resources (DWR) grant agreement to develop a Tri-Valley and Fish Slough Management Area Groundwater Model.

Action: Approved and authorized Chair to sign, contract with Eastern California

Note:

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

Water Association for administration of a DWR grant agreement to develop a Tri-Valley and Fish Slough Management Area Groundwater Model for the period through June 30, 2025, and a not-to-exceed amount of \$229,000.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-146

I. Solid Waste Parcel Fee Agreement with the Town of Mammoth Lakes

Departments: Public Works - Solid Waste

Proposed Solid Waste Fee agreement with the Town of Mammoth Lakes pertaining to collection and distribution of solid waste fees within the Town of Mammoth Lakes.

Action: Authorized Chair to sign, agreement with the Town of Mammoth Lakes for collection of solid waste fees within the Town of Mammoth Lakes by the County of Mono for the period July 1, 2023, through June 30, 2024.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-147

J. Revised Resolution Identifying Authorized Agents to Execute Application for State and Federal Assistance

Departments: Finance, County Administrative Office

On June 20, 2023, the Board adopted an updated resolution designating the County Administrative Officer, Director of Emergency Management, and the Public Works Director as authorized to execute applications on behalf of Mono County for State and Federal Disaster Assistance. However, the Finance Director should retain authority to execute documents on behalf of the County because authorizing signatures are embedded within on-line forms requiring execution in Federal Emergency Management Agency's (FEMA's) on-line grants portal for which the Finance Department staff oversee to manage the County's reimbursement. This revised resolution replaces the Public Works Director with the Finance Director. The impact is to improve the timeliness of applications for reimbursement without the need to train additional portal users.

Action: Adopted revised and updated Resolution R23-049, Designating the County Administrative Officer, Director of Emergency Management, and the Public Works Director as authorized to execute applications on behalf of Mono County for State and Federal Disaster Assistance

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

R23-049

Note:

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

K. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 5/31/2023.

Action: Approved the Treasury Transaction Report for the month ending 5/31/2023.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-148

Moved to item #5e.

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 - AB 120/SB 120 In-Home Supportive Services (IHSS) Fiscal Penalty

Letter of opposition from the Mono County Board of Supervisors regarding the provision in the human services budget trailer bill (AB 120/SB 120) that would impose a ten percent ongoing penalty on counties that fail to reach an In-Home Supportive Services (IHSS) collective bargaining agreement.

Chair Duggan:

- Presented the letter of opposition.

Moved to item #7b.

7. REGULAR AGENDA - MORNING

A. AB 2449 Emergency Exception

Departments: County Counsel

(Stacey Simon, County Counsel) - Authorization for teleconference participation in today's Board of Supervisors meeting by Supervisor Salcido under AB 2449.

Action: Found that a physical medical emergency exists which prevents Supervisor Salcido from participating in the meeting in person and that she may therefore participate in the Board of Supervisors meeting today remotely under AB 2449.

Gardner moved; Peters seconded

Vote: 5 Yes, 0 No

M23-141

Stacey Simon, County Counsel:

- Presented item.

Note:

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

Supervisor Salcido:

- Brief explanation of her medical emergency and disclosed that no one else is present in home during the Board meeting.

Moved to item #1.

B. Appointment of County Administrative Officer

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Proposed resolution appointing Sandra Moberly as County Administrative Officer and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact, adopted Resolution R23-050, Appointing Sandra Moberly as County Administrative Officer and approving employment agreement which prescribes the compensation and other terms and conditions of said employment. Authorized the Board Chair to execute said agreement on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$238,592, of which \$181,600 is salary and \$56,992 is benefits. The total cost of salary and benefits for an entire fiscal year is \$272,457, of which \$211,096 is salary and \$61,361 is benefits. This is included in the County Administration fiscal year 2023/24 preliminary budget.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

R23-050

Mary Booher, Interim County Administrative Officer:

- Presented item.

Sandra Moberly, Appointed County Administrative Officer:

- Expressed her appreciation to Mono County, her commitment to serve the community, expressed gratitude to her family and friends for their support during this process.

C. Walker Basin Conservancy Introduction & Presentation

Departments: Community Development

(Wendy Sugimura, Community Development Director and Peter Stanton, Walker Basin Conservancy, Executive Director) - Presentation by Peter Stanton regarding the Walker Basin Conservancy's programs and accomplishments, including water transfer projects.

Action: None.

Wendy Sugimura, Community Development Director:

- Introduced item.

Peter Stanton, Walker Basin Conservancy, Executive Director

Note:

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- Presented item.

D. Four New Zoll Heart Monitors for Frontline Ambulances

Departments: Emergency Medical Services

(Bryan Bullock, Chief Emergency Medical Services) - Proposed contract with Zoll Medical Corporation to purchase four Zoll X Series Heart Monitors with all necessary accessories and four-year service plans.

Action: Approved, and authorized Bryan Bullock, Chief of Mono County Emergency Medical Services (MCEMS) to purchase four Zoll X Series Heart Monitors with necessary accessories and four-year service plans on behalf of the County in an amount not to exceed \$173,705.86.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-150

Bryan Bullock, Chief Emergency Medical Services:

- Presented item.

E. Ordinance Adding Chapter 2.05 to the Mono County Code - County Departmental Structure

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Proposed ordinance adding Chapter 2.05 to the Mono County Code to set forth the County's departmental structure, including consolidation of the departments of Public Health and Social Services into a single County department of Health and Human Services.

Action: Introduced, read title, and waived further reading of proposed ordinance adding Chapter 2.05 to the Mono County Code "County Departmental Structure."

Gardner moved; Peters seconded

Vote: 5 Yes, 0 No

M23-151

Mary Booher, Interim County Administrative Officer:

- Presented item.

Stacey Simon, County Counsel:

- For public transparency regarding County functions and responsibilities, County Counsel drafted the ordinance setting forth the existing departmental structure of the County. The ordinance lists departments and delineates lines of responsibility and supervision and is intended to be codified in the Mono County Code where it would be accessible to the public and staff. The ordinance includes all County departments and offices, categorizing them by reporting structure and other criteria.

Note:

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

Break: 10:13 AM
Reconvened: 10:25 AM

F. Mono County Jail Facility - Update

Departments: Public Works

(Paul Roten, Public Works Director) - Presentation by Paul Roten regarding the progress on Mono County Jail.

Action: None.

Paul Roten, Public Works Director:

- Presented item.

Janet Dutcher, Finance Director:

- Update of budget and expenditures of project.

Ingrid Braun, Sheriff:

- Clarified website information.

G. Mono County Jail - Hospital Demolition and Utility Relocation

Departments: Public Works

(Paul Roten, Public Works Director) - This project will perform utility relocation and demolition of the abandoned hospital at the location of and in preparation for new Mono County Jail.

Action: 1) Approved the attached bid package and authorized the Public Works Department to advertise the project for bids; 2) Authorized the Public Works Director to execute the contract contained in the attached bid package with the lowest responsive and responsible bidder in an amount equal or less than the Engineer's Estimate, plus 15 percent contingency; 3) Authorized the Public Works Director to reject all bids if no bid is received that is less than the Engineer's Estimate, plus 15 percent contingency.

Peters moved; Kreitz seconded

Vote: 5 Yes, 0 No

M23-152

Paul Roten, Public Works Director:

- Presented item.

Janet Dutcher, Finance Director:

- Project financing update.

H. Sustainable Recreation Overall Work Program

Departments: Public Works - Recreation

(Marcella Rose, Sustainable Recreation Coordinator) - Present for approval to

Note:

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the Board the proposed Overall Work Program for fiscal year 2023-24 for the Mono County Sustainable Outdoors and Recreation (MCSOAR) division.

Action: Approved the proposed Overall Work Program for fiscal year 2023-24 for the Mono County Sustainable Outdoors and Recreation (MCSOAR) division.

Gardner moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-153

Paul Roten, Public Works Director:

- Introduced item.

Marcella Rose, Sustainable Recreation Coordinator:

- Presented item.

I. Legislative Update

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Presentation by Interim County Administrative Officer providing an update on the adopted state budget.

Action: None.

Mary Booher, Interim County Administrative Officer:

- Presented item.

J. Resolution to Ratify Contract for Bridgeport Banner

Departments: Public Works

(Paul Roten, Public Works Director) - Proposed resolution ratifying contract for the Bridgeport Banner.

Action: Adopted Resolution R23-051, approving the agreement and to ratify the signature by the Public Works Director on said agreement between County of Mono and Spiess Construction Co., Inc for the construction of the Bridgeport Banner in the amount of three hundred and six thousand two hundred and seventy-five and no/100 dollars.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No

R23-051

Paul Roten, Public Works Director:

- Presented item.

Moved to item #9.

8. CLOSED SESSION

Note:

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

*Closed Session: 11:18 AM
Reconvened: 12:15 PM*

Nothing to report out of Closed Session.

Moved to Adjournment.

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 Robert Weber.

B. Closed Session - Labor Negotiations

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

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- June 22 – Participated in RCRC Joint Powers meeting in Sacramento. FEMA guide for elected officials.
- June 27 – Monthly CSA #1 meeting.
- June 29 - Legislative call from RCRC and covered the improved California Budget.
- June 29 – Special Meeting for the Institute of Local Government.
- July 6 – Great Basin Unified Air Pollution Control District in Markleeville.

Supervisor Gardner:

- On Wednesday June 21 I met with James Zandstra, who is a Legislative Analyst in Rep. Kiley's office in Washington. We discussed Rep. Kiley's proposed bill to provide Federal recognition for the Mono Basin Kutzadika Tribe.
- On Thursday June 29 I participated in the regular meeting of the Mono county First 5 Commission. We approved several contracts and heard a presentation about First 5's Children Safety programs.
- On Friday June 30 I participated with Acting CAO Booher in a meeting with Inyo National Forest Supervisor Lesley Yen and other Inyo National Forest staff, plus Chelyssa Horvat from Rep. Kiley's office about the County's interest in obtaining

Note:

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National Forest land, specifically the land under Gull Lake Park in June Lake, but perhaps additional land in the future for housing projects. This was an excellent start to understanding and moving ahead with the process for getting land transferred to the County for important purposes.

- On Friday July 7 I joined others in the monthly meeting of the Kutzadika Tribal Council. I provided an update to the Tribe on the status of Rep. Kiley's Federal recognition bill.
- On Saturday July 8 I joined several June Lake residents to celebrate the opening of the new June Lake Historical Society Museum, next to the Community Center. The Museum is in half of the old County Sheriff's substation and has been well designed to provide visitors with much information and exhibits about the history of the June Lake area.
- Yesterday morning I participated in a call with Supervisor Peters, Acting CAO Booher, Yosemite Chief of Staff Joe Meyer, and Chelyssa Horvat from Rep. Kiley's staff about the status of the opening of the Tioga Pass Road. We emphasized the need to get the road open as soon as possible to support Lee Vining and other Eastern Sierra businesses and offered to provide support from Mono County.
- Finally, yesterday I also participated with Supervisor Salcido in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Besides the regular updates from each of the partners, we heard an interesting presentation from Visit California about their planning and projects to provide better analysis of regional sustainable outdoor recreation in our state. This work has the potential to give us much more data and information about how we interact with our visitors, and how our tourism impacts our economy and our public lands.

Supervisor Kreitz:

- June 23, I participated in a day long Senior Officials workshop for all-Hazards preparedness training and certification.
- July 10 I participated in the Eastern Sierra Continuum of Care Board meeting.

Supervisor Peters:

- Met with Sandra Moberly.
- Met with Sierra Business Council.
- Discussed the recognition of the Virginia Lakes Resort and the want to bring an item to the Board to discuss a policy on Supervisors giving recognition without getting approved by the Board of Supervisors.

Supervisor Salcido:

- June 29 Town to Trails Meeting
- Overview of project and goals
- This two-year effort, funded by the Sierra Nevada Conservancy and Proposition 68, is being managed and organized by The Eastern Sierra Council of Governments in conjunction with Alta Planning and Eastern Sierra based Mammoth Lakes Trails & Public Access Foundation
- July 6 GBUAQD
 - Regular meeting, updates, discussions of run off issues, repairs, and maintenance ongoing.
- July 10 ESWST
 - Working through the project list for future funding opportunities
 - Community outreach goals
- July 10 ESSRP

Note:

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· Partner updates, links, presentations

Moved to Closed Session.

ADJOURNED at 12:17 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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



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

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

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

**Regular Meeting
July 18, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-154 – M23-164

R23-052 - R23-059

ORD23-005 Used

9:03 AM Meeting called to order by Chair Duggan.

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: Supervisor Salcido arrived during item #7c.

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 Kreitz.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

- No report.

4. DEPARTMENT/COMMISSION REPORTS

Note:

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Louis Molina, Environmental Health Director:

- Update on Crowley Lake, Hilton Bay, and the marina on the algae status.

Janet Dutcher, Finance Director:

- Update on the Property Tax collections.

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. Authorization of Public Works As-Need Services Contracts

Departments: Public Works Engineering

The purpose of the as-need service contracts is to assist the County in completing pre-construction work on grant funded transportation projects and other capital projects identified in the 5-Year Capital Improvement Program (CIP). The as-need contracts are also utilized to provide necessary services to construct, maintain, and repair county structures, roads, and facilities. Each as-need agreement provides a three (3) year contract term with the option to renew for an additional two (2) years.

Action: Authorized the Public Works Director to execute the following as-needed consultant agreements, each having a term of three years: 1. Triad Holmes Associates, Inc. As-Needed Civil Engineering and Land Surveying Services contract (\$200,000 yearly contract limit) Eastern Sierra Engineering As-Needed Civil Engineering and Geotechnical Services contract (\$200,000 yearly contract limit) Eastern Sierra Land Surveys As-Need Land Surveying Services contract (\$150,000 yearly contract limit) Resource Concepts Inc. As-Needed Civil Engineering, Land Surveying, Structural Engineering, and Environmental Services contract (\$325,000 yearly contract limit) 2. Authorized the Public Works Director, in consultation with County Counsel, to administer the contracts, including making minor amendments to said contract from time to time as the Public Works Director may deem necessary, provided such amendments do not substantially alter the scope of work and do not cause spending on the project to exceed the budgeted authority.

Kreitz moved; Peters seconded

Vote: 4 Yes, 0 No, 1 absent

M23-154

B. Swall Meadows Emergency Access Route - Authorization to Submit United States Forest Service Standard Form 299

Departments: Public Works Engineering

Authorize submittal of United States Forest Service (USFS) Standard Form 299

Note:

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

requesting USFS permission to construct the proposed Swall Meadows emergency access route on Federal land between Quail Circle and Swall Meadows Road. If permission is granted, then preliminary engineering and environmental review may commence as funding is available.

Action: Authorized the Public Works Director to submit Standard Form 299 to the USFS to authorize and permit construction of a permanent emergency access route across federal lands from Quail Circle to Swall Meadows Road in the community of Swall Meadows.

Kreitz moved; Peters seconded

Vote: 4 Yes, 0 No, 1 absent

M23-155

C. Stipends For Special Travel by Employees during Winter Closure of Highway 395

Departments: County Administrative Office and Human Resources

Side letters to Memorandum of Understanding between the County of Mono and the Mono County Paramedic Fire Rescue Association and the Mono County Correctional Deputy Sheriffs' Association (MOU's) authorizing special travel stipends for certain employees who experienced extended commutes during the Highway 395 closure this winter.

Action: Adopted revised Resolution R23-053, Adopting and approving side letters (which authorize stipends for special travel) between the County and the Correctional Deputy Sheriff's Association.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

R23-053

Stacey Simon, County Counsel:

- Pulled item from Consent for clarification on revised resolution that is ONLY for the Correctional Deputy Sheriff's Association and will be returning at a later date for the Mono County Paramedic Fire Rescue Association.

Moved to item #7a.

D. Salary Adjustment for Two Deputy Correctional Officers

Departments: Human Resources and Sheriff

Proposed resolution adopting and approving side letter to the Memorandum of Understanding (MOU) between the County of Mono and the Correctional Deputy Sheriff's Association to implement a "C" Step salary for two Correctional Deputies upon their promotion to Deputy II.

Note:

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

Action: Adopted the Resolution R23-052, Adopting and approving a side letter to the Memorandum Of Understanding Between the County of Mono and the Correctional Deputy Sheriffs' Association to implement a "C" Step Salary for two Correctional Deputies upon their promotion to Deputy II.

Kreitz moved; Peters seconded

Vote: 4 Yes, 0 No, 1 absent

R23-052

E. The Ferguson Group Contract

Departments: County Administrative Office

Proposed contract with The Ferguson Group, LLC. pertaining to the provision of federal advocacy, consulting, and grant services.

Action: Approved and authorized Mary Booher, Interim County Administrator to sign, contract with The Ferguson Group, LLC. for the provision of federal advocacy, consulting, and grant services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$101,000.

Kreitz moved; Peters seconded

Vote: 4 Yes, 0 No, 1 absent

M23-156

F. FY 2022-23 Budget Adjustments

Departments: County Administrative Office

Two budget adjustments have come forward since June 6, 2023, requiring Board action for services provided in FY 2022-23: One adjustment for Veteran Services (using budget savings from the Agricultural Commissioner) and one for Technology Internal Service Fund (to move cash to execute implementation of Johnson Controls Systems).

Action: Approved budget adjustments for FY 2022-23 as requested (4/5 vote required).

Kreitz moved; Peters seconded

Vote: 4 Yes, 0 No, 1 absent

M23-157

G. FY 2023-24 Budget Adjustments

Departments: County Administrative Office

Four budget adjustments are needed to execute Board approved services that fall in the 2023-24 Fiscal Year.

Note:

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

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

Kreitz moved; Peters seconded

Vote: 4 Yes, 0 No, 1 absent

M23-158

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. PUBLIC HEARING: General Plan Amendment 23-002

Departments: Community Development

(Brent Calloway, Principal Planner) - Public hearing regarding General Plan Amendment 23-002 which includes technical changes to define "single room occupancy," explain dual land use designations, and minor modifications to building height, setbacks, animal standards, development credits, short-term rentals, and development standards for manufactured homes. An Addendum to the 2015 General Plan Environmental Impact Report is proposed under the California Environmental Quality Act (CEQA).

Action: Adopted Resolution R23-054, Adopting General Plan Amendment (GPA) 23-02 – Annual Cleanup, in compliance with the California Environmental Quality Act (CEQA).

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No, 1 absent

R23-054

Action: Adopted Ordinance ORD23-004, Adopting General Plan Amendment (GPA) 23-02 – Annual Cleanup, in compliance with the California Environmental Quality Act (CEQA).

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No, 1 absent

ORD23-004

Public Hearing Open: 9:20 AM

Brent Calloway, Principal Planner:

- Presented item.

Public Hearing Closed: 9:33 AM

Moved to item #7c.

B. Tourism Business Improvement District in June Lake

Note:

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

Departments: Clerk of the Board

(Ralph Lockhart and John Lambeth, Civitas Founder and CEO) - June Lake Chamber of Commerce request that the County fund the consultation fee with Civitas Partners (approximately \$47,000) for the development and implementation of a Tourism Business Improvement District (TBID) in June Lake. This is the consultation fee for development of a TBID plan and format that would allow for an assessment to be charged on certain sectors.

Action: None.

Ralph Lockhart:

- Presented item.

Jeff Simpson, Economic Development Director:

- Provided background.

Jeremy, Ernie's Tackle and Ski Shop Owner:

- Provided background and shared past experiences.

Stacey Simon, County Counsel:

- Provided clarity on appropriate role of County and Board of Supervisors.

Julie Brown, Cintas:

- Discussed benefits of the community for the use of funds.

Moved to item #7e.

C. Law Library Annual Report and Appointments

Departments: County Counsel

(Christopher Platt, Mono County Library Director) - Presentation by County Counsel Stacey Simon as the current president of the Mono County Law Library Board of Trustees and Christopher Platt, Law Library Director, providing an update on the Mono County Law Library and request for reappointment of the County Counsel, District Attorney, and attorney Sophie Bidet as Trustees of the Law Library.

Action: Re-appointed the District Attorney and County Counsel to serve as ex officio Trustees and attorney Sophie Bidet to serve as Trustee on the Board of Trustees of the Mono County Law Library, for a term of one year.

Gardner moved; Peters seconded

Vote: 4 Yes, 0 No, 1 absent

M23-159

Stacey Simon, County Counsel:

- Introduced item.

Christopher Platt, Mono County Library Director:

- Presented item.

Note:

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

D. Moratorium on Granting New Approvals for Employees to Work Outside of California

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Proposed resolution imposing a moratorium on the hiring of new employees who would work outside of the state of California and on the granting of approval for current employees now working within the State of California to commence performing their job duties from outside the state.

Action: Adopted Resolution R23-054, Imposing a moratorium on the hiring of new employees who would work outside of the state of California and on the granting of approval for current employees now working within California to commence performing their job duties from outside the state.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

R23-055

Mary Booher, Interim County Administrative Officer:

- Presented item.

Supervisor Salcido:

- Joined meeting.

Break: 10:08 AM

Reconvened: 10:22 AM

Moved to item #7b.

E. Health and Human Services Department

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Administrative steps to implement consolidation of the Public Health department and Social Services department (which Public Guardian, Public Administrator, and Public Guardian) into a newly created department of Health and Human Services; establish the position of Health and Human Services Director; and appoint the current Social Services Director/Interim Public Health Director as the Health and Human Services Director.

Action: 1. Approved job description for Health and Human Services Director.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-160

Action: 2. Adopted Resolution R23-056, Authorizing the County Administrative

Note:

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

Officer to amend the County of Mono list of allocated positions to eliminate 868-DSS-030-01 Director Of Social Services And 860-Phd-9 027-01 And To Add 860-PHD-017-01 Director of Health and Human Services in the department of Health and Human Services.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-056

Action: 3. Adopted Ordinance ORD23-005, Adding Chapter 2.05 to the Mono County Code "County Departmental Structure".

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

ORD23-005

Action: 4. Adopted Resolution R23-057, Approving an employment contract with Kathryn Peterson as Health and Human Services Director, and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: This item does not increase costs from the compensation previously approved with the February 7, 2023, contract amendment. The cost of this position for the remainder of the fiscal year is \$203,417, of which \$167,536 is salary and \$35,881 is benefits. The total cost of salary and benefits for an entire fiscal year is \$232,477, of which \$191,470 is salary and \$41,007 is benefits. This is included in the preliminary FY 2023/24 budget.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-057

Mary Booher, Interim County Administrative Officer:

- Provided background and presented item.

F. Employment Agreement for Thomas Boo, MD as Acting Public Health Officer

Departments: Public Health

(Kathy Peterson, Interim Public Health Director) - Employment Agreement with Dr. Thomas Boo, MD to serve as Acting Public Health Officer while Mono County conducts a full recruitment for a Public Health Officer.

Action: Adopted Resolution R23-058, Approving an employment agreement with Dr. Thomas Boo, M.D., as Acting Public Health Officer and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The full fiscal year impact estimate assuming maximum of 20 hours per week is \$135,842 comprised of \$119,600 in Salary, \$13,072 in Public Employees Retirement System (PERS), and \$3,170 in required benefits. The Public Health Officer is an allocated, budgeted position.

Salcido moved; Gardner seconded

Note:

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

Vote: 5 Yes, 0 No
R23-058

Kathy Peterson, Health, and Human Services Director:

- Presented item.

G. Amendment to Mammoth Lakes Trails and Public Access Foundation Contract

Departments: Public Works - Recreation

(Marcella Rose, Sustainable Recreation Coordinator) - Proposed contract amendment with Mammoth Lakes Trails and Public Access Foundation (MLTPA) pertaining to expansion of contract services to include work on various Recreation division grants.

Action: Approved, and authorized CAO to sign, contract amendment with Mammoth Lakes Trails and Public Access Foundation (MLTPA) for recreation management related services for the period January 17, 2022, through January 16, 2025, and a not-to-exceed (NTE) amount of \$120,000.

Salcido moved; Peters seconded

Vote: 5 Yes, 0 No

M23-161

Marcella Rose, Sustainable Recreation Coordinator:

- Presented item.

H. Draft 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDs)

Departments: Economic Development

(Jeff Simpson, Economic Development Director) - Presentation by Jeff Simpson regarding the draft 2023-2028 Eastern Sierra Region Comprehensive Economic Development Strategy (CEDs).

Action: None.

Jeff Simpson, Economic Development Director:

- Presented item.

I. Housing Update

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Presentation by Interim County Administrative Officer providing an update on the work of the Housing Ad Hoc committee.

Action: None.

Mary Booher, Interim County Administrative Officer:

Note:

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

- Presented item.

J. Request from National Park Service

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Presentation by Interim County Administrative Officer regarding request for assistance from the National Park Service, in support of opening Tioga Pass.

Action: Directed staff to provide requested assistance to the National Park Service by either option: 1) entering into a contract or amending an existing contract for septic pumping services. 2) enter into an agreement to provide financial support to the National Park Service for the expansion of septic pumping services, for an amount not to exceed \$50,000.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No

M23-162

Mary Booher, Interim County Administrative Officer:

- Presented item.

8. CLOSED SESSION

Closed Session: 12: 14 PM

Reconvened: 1:50 PM

Nothing to report out of Closed Session.

A. Closed Session - Labor Negotiations

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

B. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Brianna Brown and Mono County. Under Negotiation: Price, terms, and conditions.

C. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code

Note:

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

section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and County of Mono. Under Negotiation: Price, terms, and conditions.

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: *Mono v. KR Property et al.* Mono County Superior Court case number: CV200081.

E. 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.*

F. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

A. Request to Hold Special Election November 7, 2023

Departments: Elections

(Mary Booher, Interim County Administrative Officer; Queenie Barnard, Interim Clerk-Recorder-Registrar) - The Tri-Valley Groundwater Management District (TVGMD) has called for a Special Election to fill a vacant seat on the Board of Directors and requests Mono County hold the election at the next scheduled election (November 7, 2023) and waive any fees to conduct said election. This item is being brought forward pursuant to Elections Code section 10002 to provide authorization from the Mono County Board of Supervisors allowing the Mono County Registrar of Voters to conduct said election.

Action: 1) Authorized the Mono County Registrar of Voters to conduct a Special Election on November 7, 2023, for the Tri-Valley Groundwater Management District to fill a vacant seat on the Board of Directors; and 2) Waived the fees for conducting the Special Election as an "all-mail" ballot election and bill Tri-Valley Groundwater Management District for any additional services not required for an "all-mail" ballot election.

Gardner moved; Peters seconded

Vote: 5 Yes, 0 No

M23-163

Mary Booher, Interim County Administrative Officer:

- Introduced item.

Queenie Barnard, Interim Clerk-Recorder-Registrar:

Note:

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

- Presented item.

Eddie Trimmer:

- In support of item.

B. Resolution Authorizing Certain Expenditures Relating to Election Day Workers and Designating the Amount of Compensation to be Paid

Departments: Elections

(Queenie Barnard, Interim Clerk-Recorder-Registrar) - Proposed resolution authorizing certain expenditures relating to election day workers (i.e., poll workers, inspectors, and coordinators) and designating the amount of compensation to be paid to election day workers.

Action: Adopted Resolution R23-059, Authorizing certain expenditures relating to election day workers and designating the amount of compensation to be paid to election day workers.

Salcido moved; Peters seconded

Vote: 5 Yes, 0 No

R23-059

Queenie Barnard, Interim Clerk-Recorder-Registrar:

- Presented item.

C. Request for Waiver of Costs of Appeal - Adriani

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Request of Alisa Adriani for Board waiver of costs associated with her appeal of the Planning Commission's approval of Use Permit # 23-001, approving an accessory structure in excess of 20 feet in height pursuant to Mono County General Plan section 04.110B.

Action: Denied the waiver request (which will require Ms. Adriani to pay the balance in full) for the Cost of Appeal for Adriani.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-164

Mary Booher, Interim County Administrative Officer:

- Presented item.

10. BOARD MEMBER REPORTS

- No Board reports.

Note:

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

ADJOURNED in memory of Dr. Steve Swisher at 3:17 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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



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

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

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

**Regular Meeting
August 1, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-165 – M23-174

R23-060 - R23-063

ORD23-005 Used

9:02 AM Meeting called to order by Chair Duggan.

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

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

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Karla “America” Hernandez, Mono County resident:

- Requested assistance obtaining high speed internet in the rural areas within Mono County.

Mary Booher, Interim County Administrative Officer:

- 8/15 there will be an update on the Broadband.

2. RECOGNITIONS

Note:

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

A. Eastern Sierra Child Support Recognition

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer and Amy Weurdig, Regional Director Eastern Sierra Child Support Services) - Proposed proclamation recognizing August as Child Support Awareness Month and honoring Eastern Sierra Department of Child Support Services for achieving the highest percentage of Support Orders Established for similar-sized agencies.

Action: Adopted proclamation recognizing August as Child Support Awareness Month and honoring Eastern Sierra Department of Child Support Services for achieving the highest percentage of Support Orders Established for similar-sized agencies.

Peters moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-165

Amy Weurdig, Regional Director Eastern Sierra Child Support Services

- Presented item.

Mary Booher, Interim County Administrative Officer:

- Read proclamation.

B. Retirement Recognition of Pat Espinosa for Her Years of Service with Mono County

Departments: Social Services

(Kathy Peterson, Social Services Director; Krista Cooper, Social Worker Supervisor; Michelle Raust, Program Manager, Child, and Adult Services) - Proposed proclamation of the Mono County Board of Supervisors recognizing Pat Espinosa for her years of service to Mono County and the Department of Social Services as the Senior Services Manager for northern Mono County communities.

Action: Adopted proclamation recognizing Pat Espinosa for her years of service to Mono County and the Department of Social Services as the Senior Services Manager for northern Mono County communities.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-166

Kathy Peterson, Health, and Human Services Director:

- Presented item.

3. COUNTY ADMINISTRATIVE OFFICER

Note:

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

Mary Booher, Interim County Administrative Officer:

- Recommended budget update was published yesterday.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Update on the Courthouse paint.

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. Reappointment to Assessment Appeals Board

Departments: Clerk of the Board

Reappointment of one regular member to the Mono County Assessment Appeals Board.

Action: Reappointed Richard Liebersbach as a regular member of the Assessment Appeals Board for a three-year term effective September 4, 2023, through September 3, 2026.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-167

B. Resolution Approving Department of State Hospitals Grant

Departments: Probation

Proposed resolution approving entry into grant agreement with the Department of State Hospitals for funding to provide psychiatric, and/or competency restoration services for justice involved clients.

Action: Approved the Resolution R23-060, Approving entering into a grant program with the Department of State Hospitals.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No, 1 Absent

R23-060

Action: Authorized the County Administrative Officer on behalf of the Mono County Board of Supervisors to sign the grant agreement with the Department of State Hospitals.

Peters moved; Gardner seconded

Note:

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

Vote: 4 Yes, 0 No, 1 Absent
M23-168

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

Departments: Social Services

Amendment #1 to contract between County of Inyo and County of Mono for an increase in funds related to the Senior Services Program for period ending FY 2023-24.

Action: Approved the contract Amendment #1 to the contract with Inyo County for senior services for the period July 1, 2020, through June 30, 2024, and authorized the Board Chair to execute such Amendment on behalf of the County.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent
M23-169

D. Amendment to North American Mental Health Services (NAMHS) Contract

Departments: Behavioral Health

Proposed amendment to contract with North American Mental Health Services (NAMHS) pertaining to Tele-psychiatry and Telehealth Services.

Action: Authorized Chair to sign, contract amendment with North American Mental Health Services for the addition of authorized travel to the scope of work and schedule of fees for the period October 1, 2022, through September 30, 2025.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent
M23-170

E. Cancellation of September 19, 2023, Regular Meeting of the Board of Supervisors

Departments: County Administrative Office

Cancellation of the September 19, 2023, Board of Supervisors regular meeting, so that Board members can attend the Rural County Representatives of California meeting.

Action: Approved the cancellation of the September 19, 2023, Board of

Note:

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

Supervisors regular meeting.
Peters moved; Gardner seconded
Vote: 4 Yes, 0 No, 1 Absent
M23-171

F. Agreement with Boxx Modular, Inc.

Departments: Public Works - Solid Waste

Proposed contract with Boxx Modular, Inc. pertaining to purchase and installation of a modular gatehouse at Pumice Valley.

Action: Authorized Director of Public Works to sign contract and any change orders with Boxx Modular, Inc. for the purchase of a Gatehouse modular structure for the period January 1, 2023, through December 31, 2023, and to pay added sales taxes and provide for work on site to secure the modular structure in a total amount up to \$270,000.

Peters moved; Gardner seconded
Vote: 4 Yes, 0 No, 1 Absent
M23-172

G. Cost Share Agreement Related to 2023 Winter Storms

Departments: County Administrative Office

Proposed Cost-Share agreement for 2023 Winter Storm Emergency with the Town of Mammoth Lakes, Inyo County, and the City of Bishop.

Action: Authorized Chair to sign, Cost-Share agreement.

Peters moved; Gardner seconded
Vote: 4 Yes, 0 No, 1 Absent
M23-173

H. FY 2023-24 Boating Safety and Enforcement Financial Aid Program Application

Departments: Sheriff

The Board of Supervisors approved Resolution 23-002 on January 17, 2023, authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for FY 2023/24. The California Department of Parks and Recreation, Division of Boating and Waterways, requested that additional language be added to Section Three of the Resolution to read: "The

Note:

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

County Auditor shall be authorized to certify the amount of prior year vessel taxes received by the county.” The proposed resolution makes that change, is otherwise identical to R23-002, and would supersede and replace R23-002.

Action: Adopted Resolution R23-061, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff’s Office Emergency Services Coordinator, and/or the Mono County Sheriff’s Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for FY 2023/24 and superseding and replacing prior Resolution R23-002.

Peters moved; Gardner seconded

Vote: 5 Yes, 0 No, 1 Absent

R23-061

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. Emergency Repair Benton Crossing Road and Northshore Drive

Departments: Public Works - Engineering

(Chad Senior, Engineer and Paul Roten, Public Works Director) - Proposed resolution to contract emergency repairs for Benton Crossing Road and Northshore Drive.

Action: Adopted Resolution R23-062, Finding that conditions of emergency require immediate repair to Benton Crossing Road and North Shore Drive, that the emergency conditions require remediation prior to the onset of winter and not permit a delay resulting from a competitive solicitation for bids, authorizing public works to proceed to contract for the repairs without competitive solicitation for bids.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No, 1 Absent

R23-062

Paul Roten, Public Works Director:

- Presented item.

Janet Dutcher, Finance Director:

- Clarified the fiscal impact.

B. Employment Agreement - Jeffrey T. Hughes

Departments: County Counsel

Note:

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

(Stacey Simon, County Counsel) - Proposed resolution approving a contract with Jeffrey T. Hughes as Deputy County Counsel, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Adopted Resolution R23-063, Approving a contract with Jeffrey T. Hughes as Deputy 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.

Peters moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 Absent

R23-063

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$153,205, of which \$105,631 is salary and \$47,574 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$169,923, of which \$117,547 is salary and \$52,376 is benefits. Of these amounts, up to \$5,000 is a moving cost reimbursement and is non-recurring after the first year. This is included in the County Counsel preliminary FY 2023/24 budget.

Stacey Simon, County Counsel:

- Presented item.

C. Contract Indigent Defense Services

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - Authorization to release request for Proposals (RFP) for indigent defense services.

Action: Directed staff to finalize and issue an RFP for indigent defense services.

Kreitz moved; Peters seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-174

Mary Booher, Interim County Administrative Officer:

- Presented item.

D. Mono County Jail Facility - Update

Departments: Public Works

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

Action: None.

Paul Roten, Public Works Director:

- Presented item.

Break: 10:00 AM

Reconvened: 10:10 AM

Note:

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E. Department Overview - Information Technology

Departments: Information Technology

(Milan Salva, Interim IT Director) - Presentation by Milan Salva, Interim IT Director, to update the Board of Supervisors and public on Information Technology operations, goals, and objectives.

Action: None.

Milan Salva, Interim IT Director:

- Presented item.

Karla “America” Hernandez, resident:

- Requested broadband support in Crowley Lake mobile home park.

Mary Booher, Interim County Administrative Officer:

- Provided direction for Karla “America” Hernandez to contact Housing and Community Development at the state level.
- Clarified the budget request for Zoom access in the community centers.
- Thanked Milan for his efforts as Interim IT Director and provided an update on the status of the hiring of the IT Director.

F. Department Overview - Community Development

Departments: Community Development

(Wendy Sugimura, Community Development Director; Brent Calloway, Principal Planner; Nick Criss, Compliance Officer) - Presentation regarding an overview of Community Development Department functions and services.

Action: None.

Wendy Sugimura, Community Development Director:

- Presented item.

Brent Calloway, Principal Planner:

- Presented item.

Nick Criss, Compliance Officer:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

*Closed Session: 11:58 AM
Reconvened: 12:49 PM*

Note:

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

Nothing to report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

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

B. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher. Negotiating Parties: Brianna Brown and County of Mono. Under Negotiation: Price, terms, and conditions.

C. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA County Negotiator: Mary Booher. Negotiating Parties: Garth Moore and County of Mono. Under Negotiation: Price, terms, and conditions.

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: *Villanueva v. Mammoth Unified School District et al.*, Mono County Superior Court Case No.: 22UCM99.

E. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- July 20- 23 - Attended the National Association of Counties annual conference in Austin, TX.

Note:

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

- Worked with the Women of NACo, to start working on policy.
- Attended a couple of sessions on disaster response.
- July 26 – Attended the Institute for Local Government Governance Committee Meeting.
- July 26 – Attended the Tri-Valley Ground Water Management Meeting in Chalfant.
- Thanked Queenie Barnard for coming out and discussing the Special Election.
- Attend the National Voluntary Organizations Active in Disaster (VOAD) meeting.
- August 4 is free National Park admissions day.

Supervisor Gardner:

- No report.

Supervisor Kreitz:

- July 20- 23 - I attended the National Association of Counties annual conference in Austin, TX. I attended the full day meeting of the Community Economic, Workforce Development Committee that I serve. This meeting was off-site at the Austin Community College – which was a highlight of the meeting as a brilliant example of the focus of the committee. Austin Community College was one of the first malls in Austin and has been renovated to a now robust community college, with land around it sold off for housing and as a source of capital for the college creation. The school was remarkable. Mike Signer, Airbnb North America Policy Director spoke regarding their new policy toolkit for policy makers - <https://news.airbnb.com/policy-toolkit-short-term-rental-regulations/> . My second day included serving on the Curbing the Crisis: County Recommendation to Advance Housing Affordability panel along with four other supervisors across the nation that served on the Housing Task Force. The final tool kit is available online <https://www.naco.org/resources/signature-projects/naco-housing-task-force> . That day I attended the Healthy Counties Luncheon Forum where there we heard from Dr Jewel Mullen, Associate Dean for Health Equity, Dell Medical school, University of Texas at Austin about the importance of remaining open to others and their thoughts and ideas without let our personal biases holding back progress. I attended the Rural Action Caucus meeting with highlights on from the National Telecommunications and Information Administration on the \$42.45 billion in Broadband funding via the BEAD program. Would like for Scott to update us on this at his August meeting agenda item. We also learned about the Florida Chamber of Commerce Prosperity Project with a focus on cutting the generational poverty which they have been able to zero in on by zip code and have been successful. The last speaker was the president of Youturn Health which helps with behavior health solutions and cost containment <https://youturnhealth.com/our-solution/>. I attended the NACo Arts & Culture Commission meeting where we heard from one of the founders of South By Southwest, and several organizing arts and the Director of State and Local Government Affairs for the Americans for the Arts. Arts are a critical part of workforce and economic development. Culture in our communities needs support or else it will die.
- July 26th - California Association of Realtors and California Insurance Commissioner Lara hosted a wildfire insurance meeting. Discussions points included community wide efforts to become fire-safe, home hardening, defensible space. The Commissioner said to contact their office with any renewal issues – 1800-927-4357, and that higher prices may be a burden to bear for now, until the market corrects itself through their new programs – Safer from Wildfire and Wildfire Prepared Home. I will share resources with everyone. One bright spot is that approval has been granted to increase the commercial Fair plan limit to \$20 million by the end of the year, which will likely help many of the condo associations struggling with finding coverage.
- July 27th – IMACA Board meeting – the Board approved the 23/24 fiscal year budget, the ED is going to be working remotely three weeks a month, and the Board received updates on the current fiscal status which is solid.

Note:

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

- I participated in the Town's Community Housing meeting with the Town Council and public. There was good community participation. The Town has 3,600 short term rental (STR) licenses on homes, condos/town homes, of the total housing stock of 9,626 units, plus there are the homes and condos that are not on the STR program and are used only occasionally. Therefore, there are fewer units available for long term rental than ever before within the Town. The Town updated their fine structure for TOT violations last year to be at the limit which is allow by State law. The County's current area median income for a household of four is \$95,800. Town is anticipating occupancy of Phase I of the Parcel in December and is working on Phase II, which will be broken up into two parts, and Phase III is in planning and anticipated to be 49 ownership units spread through 10 buildings. They are funding the 2.6MM dollar development of four townhomes on Joaquin Street which just broke ground last week. There were three breakout sessions – Ongoing Housing Programs and Policies Future Housing Projects – currently on the table are: Bell-Shaped Parcel; Community Center; Mammoth Lakes Foundation Site. Short-Term Rental Management Strategies

Supervisor Peters:

- July 20- 23 - Attended the National Association of Counties annual conference in Austin, TX.
- July 27th – Attended the IMACA Board meeting.

Supervisor Salcido:

- Absent, no report.

Moved to Closed Session.

ADJOURNED at 12:03 PM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

Note:

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



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

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

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

**Regular Meeting
August 8, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-175 – M23-180

R23-064 Used

ORD23-005 Used

9:01 AM Meeting called to order by Chair Duggan.

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

Supervisors Absent: Supervisor Salcido absent prior to Item #7c.

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 Duggan.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Don Martin, June Lake resident:

- Requested the status of the Moratorium on vacation rentals in the unincorporated Mono County.
- Requested an audit or summary of the impact that the Moratorium has towards Workforce Housing.

2. RECOGNITIONS - NONE

Note:

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

3. COUNTY ADMINISTRATIVE OFFICER

Mary Booher, Interim County Administrative Officer:

- On 7/31 the Recommended Budget was published.
- Discussed what to expect at the 8/10 Special Board Meeting.
- In Lee Vining on Saturday there will be services for Sheriff Martin Strelneck.

4. DEPARTMENT/COMMISSION REPORTS

Stacey Simon, County Counsel:

- Introduced Jeffrey T. Hughes as Deputy County Counsel.

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. California Department of Human Services (CalHR) Proposed Revision to Social Worker IV Classification Specification

Departments: Health and Human Services - Social Services Division

Proposed change by Merit System Services to the minimum qualifications of the Social Worker IV job classification specification to allow for additional recruitment options for counties that are facing critical staffing needs.

Action: Approved the Merit System Services (MSS) Program intent to revise the Social Worker IV classification specification for use by Interagency Merit System (IMS) counties, including Mono County, to include language that will allow candidates to participate in the selection process prior to meeting the minimum qualifications (MQs) of the classification and authorized the Health and Human Services Director to sign the Classification Specification Revision Certification Form.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-175

B. Agreement between Sicuro Data Analytics and Mono County

Departments: District Attorney

Proposed contract with Sicuro Data Analytics pertaining to the extraction and analysis of case data to ensure compliance with the Racial Justice Act.

Action: Approved, and authorized Department Head to sign, contract with Sicuro Data Analytics for the purpose of extracting and analyzing case data

Note:

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

pursuant to said contract for the period August 8, 2023, through August 7, 2025, and a not-to-exceed amount of \$150,000.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-176

C. Corrected Side Letter to Memorandum of Understanding (MOU) with Correctional Deputy Sheriffs' Association Regarding "C" Step Salary

Departments: Human Resources

Proposed resolution of the Mono County Board of Supervisors adopting and approving a side letter to the Memorandum of Understanding (MOU) between the County of Mono and the Correctional Deputy Sheriffs' Association to implement a "C" step salary for two Correctional Deputies upon their promotion to Deputy II and superseding and replacing R23-052.

Action: Approved Resolution R23-064, Adopting and approving a side letter to the Memorandum Of Understanding between the County Of Mono and the Correctional Deputy Sheriffs' Association To Implement A "C" Step Salary For Two Correctional Deputies upon their promotion to Deputy II and superseding and replacing R23-052.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

R23-064

D. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 6/30/2023.

Action: Approved the Treasury Transaction Report for the month ending 6/30/2023.

Peters moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-177

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

Note:

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

A. Update on Emergency Repair Benton Crossing Road and Northshore Drive

Departments: Public Works

(Paul Roten, Public Works Director) - Update on emergency road repairs on Benton Crossing Road and June Lake's Northshore Drive.

Action: 1. Reviewed the emergency action and found that there is a need to continue the repair of Benton Crossing Road and Northshore Drive to make those roads safe for travel before winter snows. 2. Authorized the Public Works Director to continue procuring the necessary equipment, services, and supplies to continue emergency repairs on Benton Crossing Road and Northshore Drive, without giving notice for bids to let contracts. (4/5 vote is required.)

Peters moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-178

Paul Roten, Public Works Director:

- Introduced item.

Chad Senior, Engineer:

- Presented item.

B. Quarterly Investment Report

Departments: Finance

(Gerald Frank, Assistant Finance Director / Treasurer-Tax Collector) - Investment Report for the Quarter ending 6/30/2023.

Action: Approved the Investment Report for the Quarter ending 6/30/2023.

Kreitz moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 Absent

M23-179

Janet Dutcher, Finance Director:

- Presented item.

Break: 9:21 AM

Reconvened: 9:29 AM

C. Department Overview and Proposed Department Structure - Health and Human Services

Departments: Health and Human Services

(Kathy Peterson, Health, and Human Services Director; Stephanie Butters; Fiscal and Administrative Officer; Michelle Raust, Child, and Adult Services

Note:

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

Manager; Marjoree Neer, Health Program Manager, PHN) - Health and Human Services Department overview and proposed department structure.

Action: Approved proposed department structure.

Gardner moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-180

Kathy Peterson, Health, and Human Services Director:

- Introduced staff and presented item.

Supervisor Salcido:

- Joined meeting at this time.

Yvonne Freeman, Staff Services Analysis:

- Presented item.

Michelle Raust, Child, and Adult Services Manager:

- Presented item.

Stephanie Butters; Fiscal and Administrative Officer:

- Presented item.

Marjoree Neer, Health Program Manager, PHN:

- Presented item.

Louis Molina, Environmental Health:

- Presented item.

Mary Booher, Interim County Administrative Officer:

- Clarified fee increase schedule.
- Clarified the process of re-classification of job titles.

Break: 10:54 AM

Reconvened: 1:14 PM

D. Department Overview - Finance

Departments: Finance

(Janet Dutcher, Finance Director; Gerald Frank, Assistant Finance Director / Treasurer-Tax Collector; Kim Bunn, Assistant Finance Director / Auditor-Controller) - Presentation by Finance staff to update the Board and the public on Finance functions, activities, operations, budget, goals, and objectives.

Action: None.

Janet Dutcher, Finance Director:

- Presented

Note:

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

Gerald Frank, Assistant Finance Director / Treasurer-Tax Collector:

- Presented

Kim Bunn, Assistant Finance Director / Auditor-Controller:

- Presented

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 11:58 AM

Reconvened: 1:13 PM

Nothing to report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

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

B. Closed Session - 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: one.

C. 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.

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: *Mono v. KR Property et al.* Mono County Superior Court case number: CV200081.

Note:

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

E. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION.

Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *USA & Walker River Paiute Tribe v. Walker River Irrigation District, et al.*, Consolidated Case Nos. 15-16478 and 15-16479, U.S. District Court for the District of Nevada.

F. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- No report.

Supervisor Gardner:

- On Wednesday Aug. 26 I joined several volunteers and Justin Nalder at Conway Ranch to remove invasive weeds along the water ditches. The Eastern Sierra Land Trust will be hosting a field trip on Conway Ranch on Saturday Aug. 19. Details on the tour are on the ESLT website.
- Last Wednesday the 2nd I participated in a short First 5 Commission meeting to approve several contracts related to a recent grant received by the Commission.
- Also last Wednesday I listened to the June Lake Citizen Advisory Committee meeting. The meeting consisted of numerous topics, including a discussion of options for improving roads in the Peterson Tract and the June Lake Chamber's proposal to create a Tourism Business Improvement District.

Supervisor Kreitz:

- August 8, 2023 – I participated in the Mammoth Lakes Housing/Eastern Sierra Community Housing Board meeting. Staff is working with RCAC to apply to HUD to becoming a HUD Certified Housing Counseling Agency, and the board approved an operating agreement between the organization and Wild Iris, the Board also approved the fiscal year 2023/24 budget.

Supervisor Peters:

- Attended the RCRC meeting

Supervisor Salcido:

- 8/7 - Attended the ESSRP Group

Moved to Closed Session.

Note:

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

ADJOURNED at 1:14 PM in memory of Buck Wahl.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

**DANIELLE PATRICK
SENIOR DEPUTY 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
August 10, 2023**

9:02 AM Meeting called to order by Chair Duggan.

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. TELECONFERENCE INFORMATION

B. Public Hearing Fiscal Year 2023-24 Recommended Budget

Departments: County Administrative Office

(Mary Booher, Interim County Administrative Officer) - This special meeting is for the purpose of conducting a public hearing regarding the FY 2023-2024 Recommended Budget, prior to adoption on September 12, 2023. The 2023-24 Recommended Budget and policy items will be presented for comment and direction from the Board. Members of the public may provide testimony in Bridgeport, or at the Mammoth Lakes Civic Center, or via zoom.

Action: Provided direction to staff on FY 2023-24 Recommended Budget and policy items for inclusion in the Final Budget that will return to the Mono County Board for adoption on September 12, 2023.

Open Public Hearing: 9:05 AM

Mary Booher, Interim County Administrative Officer:

- Introduced item.

Megan Chapman, Budget Officer:

- Presented item.

Note:

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

1. Mortgage Assistance Program
 - Unanimous consensus
2. Benton Crossing Road
 - Unanimous consensus
3. Peterson Tract
 - Unanimous consensus
4. Short term rental
 - Unanimous consensus
5. Security
 - Unanimous consensus
6. Community Centers Zoom
 - Unanimous consensus
7. Tri Valley Ground Water District
 - Unanimous consensus
8. National Center for Public Lands (3-2 consensus)
 - Gardner – N
 - Kreitz – N
 - Salcido – Y
 - Duggan – Y
 - Peters – Y
9. Environmental Health subsidy for indirect Cost Plan Costs
 - Unanimous consensus
10. Blowers for fleet
 - Unanimous consensus

Break 10:18 AM

Reconvened: 10:30 AM

11. Replace Clinical Supervisor with Direco of Clinical Services
 - Unanimous consensus
12. New position Staff Services analyst III
 - Unanimous consensus
13. 5 wellness Center associates
 - Unanimous consensus
14. Case Manager III
 - Unanimous consensus
15. Management Analyst
 - Unanimous consensus
16. Fiscal and Technical Specialist IV
 - Unanimous consensus
17. Assistant Director -Community Development
 - Unanimous consensus
18. Reclassify Administrative Services Specialist to County Counsel Office Manager
 - Unanimous consensus
19. Consolidation of Health and Human Services
 - Unanimous consensus
20. General Fund Subsidy of 25% of Chief Equity Officer for JEDI
 - Unanimous consensus
21. Reclassify Communications Specialist III to Communications Manager (Jan 1.)
 - Unanimous consensus
22. Reclassify GIS Analyst to GIS Specialist I

Note:

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

- Unanimous consensus
- 23. IT Department Fiscal and Tech Specialist I/II/III/IV
 - Unanimous consensus
- 24. Communications Specialist – CRIS radio system
 - Unanimous consensus
- 25. Assistant Director – Public Works
 - Unanimous consensus
- 26. Custodial Services move to in house for remote locations
 - Unanimous consensus
- 27. Sheriff – Fiscal and Tech Specialist I/II/III/IV
 - Unanimous consensus
- 28. Unfreeze 2 positions: Correctional Deputy Officers
 - Unanimous consensus
- 29. Child Care Stipends – Mono County First 5
 - Unanimous consensus

Paul Roten, Public Works Director:

- Clarified new bid information.

Dave Doohen, Hammil Valley resident:

- Discussed the private road that accesses his property and the challenges with public companies accessing his residence and supports the County maintaining the road.

Continue Public Hearing on 8/15

ADJOURNED at 11:26 AM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

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

Note:

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Health and Human Services

TIME REQUIRED

SUBJECT In-Home Supportive Services Non-Profit Consortium Rate Change Request

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Seeking Board approval for an In-Home Supportive Services Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs for submission to the California Department of Social Services.

RECOMMENDED ACTION:

Approve the proposed In-Home Supportive Services (IHSS) Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request and associated change in administrative costs.

FISCAL IMPACT:

None. The rate change affects the amount paid to IHSS providers, obligations not reported in Mono County financial records.

CONTACT NAME: cyoung@mono.ca.gov

PHONE/EMAIL: 760/924-1780 / cyoung@mono.ca.gov

SEND COPIES TO:

cyoung@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report IHSS PA Rate Change 2024
<input type="checkbox"/> IHSS PA/NPC Rate Change Request Packet

History

Time

Who

Approval

10/25/2023 2:04 PM

County Counsel

Yes

11/1/2023 3:00 PM

Finance

Yes

11/1/2023 3:04 PM

County Administrative Office

Yes



Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

To: Mono County Board of Supervisors

From: Cathy Young, Supervising Staff Services Analyst

Date: November 7, 2023

Re: Submission of In-Home Supportive Services PA/NPC rate change request

The In-Home Supportive Services (IHSS) Program is a state-mandated county-operated program that provides in-home assistance to low-income aged, blind and disabled individuals allowing them to remain safely in their homes and avoid out-of-home placement for many. Funding for this program comes from federal, state and county revenue. Currently there are 38 low-income elders and people with disabilities who are IHSS recipients, and 35 individuals registered to serve as their care providers. Recipients receive an annual home visit and assessment from a Social Worker within the Health and Human Services Department to determine the tasks and associated time needed for them to live safely and independently. The total projected recipient hours for this fiscal year is 55,800.

Community Service Solutions (CSS) serves as the Mono County IHSS Non-Profit Consortium. CSS acts as the employer of record for IHSS providers for the purposes of negotiating wages and benefits. IHSS providers are not employees of CSS; the providers are employed by the recipients they serve, who have responsibility to find and hire providers, and set their hours and duties. CSS provides a registry of screened applicants to IHSS recipients looking to hire providers and handles the State-mandated enrollment for new IHSS providers, including criminal background checks.

The Mono County IHSS Non-Profit Consortium (NPC) is reimbursed for the State and federal share of its expenses through the County submission of quarterly claims (bills) to the California Department of Social Services. Prior to submitting these claims, the State requires the NPC to submit a revised rate for reimbursement.

The NPC's rate is comprised of two cost elements: one for IHSS home care services involving wages and benefits and another for administrative costs. The current NPC rate of \$19.56/hour was approved by the State in December 2022, with an effective date of January 1, 2023. Approval is requested to submit a revised PA/NPC rate of \$19.65/hour to the State. The revised rate includes the negotiated hourly wage equal to the new State minimum wage of \$16.00/hour supplemented by an additional \$0.50/hour, in addition to administrative costs and payroll taxes. The revised rate also reflects decreased administrative costs, due to provider hours increasing.

The California Department of Health Care Services must approve the revised rate so federal financial participation will occur through the federal Medicaid program. The effective date for the revised rate will be the first day of the month following the receipt of State approval.

ATTACHMENT(S)

Attachment A – In-Home Supportive Services Program Public Authority/Non-Profit Consortium Rate Change



Health and Human Services Department

Public Health Division, PO Box 3329, Mammoth Lakes, CA 93546 | PO Box 476, Bridgeport, CA 93517
Social Services Division, PO Box 2969, Mammoth Lakes, CA 93546

California Department of Social Services
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

Subject: Approval of a Public Authority Rate Change Request.

Mono County is requesting a Public Authority Rate Change to increase the IHSS Provider minimum wage in Mono County from the current \$16.00 per hour to \$16.50 per hour effective January 1, 2024 per ACIN I-61-23, released October 6, 2023.

ALL COUNTY INFORMATION NOTICE NO. I-61-23 is to remind counties of the requirements under Section 1182.12 (c)(1)(3)(A) of the California Labor Code, which adjusts the minimum wage for inflation by 3.5 percent or the rate of change per the U.S. Consumer Price Index. Therefore, effective January 1, 2024, the statewide minimum wage will increase to \$16.00 per hour.

Counties with an In-Home Supportive Services provider wage less than \$16.00 per hour (as of December 31, 2023) are required to submit a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change Request along with all necessary documents and signatures to the California Department of Social Services (CDSS), Public Authority Unit, no later than October 31, 2023.

The requested PA/NPC Total Hourly Rate is \$19.65. This rate includes a \$16.00 hourly wage; a \$0.50 hourly wage supplement; \$0.64 hourly payroll tax cost; and a \$2.51 PA/NPC Hourly Administrative Cost. The County Board of Supervisors approval will be required for the minimum-wage increase, as there is a decrease to the PA/NPC Hourly Administrative Cost due to increased provider hours.

Attached is our copy of the SOC 449, PA Rate Worksheet, Line Item Budget, and Budget Narrative. Approval of this rate change by our Board of Supervisors is forthcoming and we will submit the Minute Order once approved. Please notify us on the approval of this rate change.

Sincerely,

Kathryn Peterson, MPH
Director, Mono County Health and Human Services
PO Box 2969, 1290 Tavern Rd
Mammoth Lakes, CA 93546
Ph 760/924-1770 or 1763

**IN-HOME SUPPORTIVE SERVICES PROGRAM
PUBLIC AUTHORITY/NON-PROFIT
CONSORTIUM RATE**

To: California Department of Social Services
Adult Programs Division
Financial Management Unit
744 P Street, MS 9-11-91
Sacramento, CA 95814

COUNTY:	EFFECTIVE DATE:
Mono	1/1/2024
PA NAME:	
Community Service Solutions	
CONTACT NAME:	
Amanda Philips	
TELEPHONE:	FAX:
530-495-2700	
ADDRESS:	
PO Box 346 Coleville, CA 96107	
EMAIL ADDRESS:	
monoihssregistry@gmail.com	

Please address questions regarding this form to the Financial Management Unit, at (916) 653-3850.

Please complete the Rate Table below and attach supporting documentation explaining how each component of the rate was determined. The total Public Authority (PA) and Non-profit Consortium (NPC) rate should include a rate for services (wage and benefits), payroll taxes, and a rate for administrative costs. The total rate for wages and benefits should be broken down to include an hourly wage, payroll taxes, health and non-health benefits. The State is legally authorized to share only in the costs of individual health benefits and some specific non-health benefits for IHSS providers, however, other benefits costs may be eligible for Title XIX reimbursement.

- The current State Participation cap for combined wages and health benefits for all IHSS providers in the State is \$12.10 per hour. When minimum wage increases to \$12.00 per hour (January 1, 2019), pursuant to Labor Code section 1182.12 (b) (1) (C) and beyond in subsequent years, the cap will be adjusted to equal the State minimum wage plus \$1.10 per hour.
- The State will not participate in increases to wages or employment taxes, or increases or expansions of benefits negotiated or agreed to by a PA or NPC unless provided for in the Annual Budget Act or appropriated by statute.
- No increase in wages or benefits negotiated or agreed to by a PA or NPC shall take effect until it has been approved by the State (CDSS/CDHCS) or unless provided for in the Annual Budget Act or appropriated by statute.

RATE TABLE

Hourly Wage (locally negotiated)
Hourly Wage (non-locally negotiated)
Hourly Wage (by ordinance)
Wage Supplement (one-time MOE adj)
Wage Supplement (continued--no MOE adj.)
Wage Total (sum of lines 1-5)
Health Benefits (locally negotiated)
Health Benefits (non-locally negotiated)
Health Benefits Total (sum of lines 6-7)
Non-Health Benefits _____(type)
Payroll Taxes (FUTA,SUI,FICA)
Administrative Rate
PA/NPC Rate Total
(sum of wages, health benefits, non-health benefits, taxes, admin)

	Current Rate	Requested Rate	Difference
1	\$0.00	\$0.00	\$0.00
2	\$15.50	\$16.00	\$0.50
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.00	\$0.00
5	\$0.50	\$0.50	\$0.00
	\$16.00	\$16.50	\$0.50
6	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00
10	\$0.62	\$0.64	\$0.02
11	\$2.94	\$2.51	-\$0.43
	\$19.56	\$19.65	\$0.09

The State shall participate (65 percent of the non-federal share) in a cumulative total up to 10 percent of the sum of the combined total of wages or health benefits or both over a three-year period. **Check the box and sign and date on the line below if you are choosing to utilize the 10 percent increase over the three-year period option.**

Authorizing Officer Signature _____ Date: _____

Mono County: IHSS PA Rate Worksheet

Projected yearly hours

55,800.0

#	ITEM	BUDGET	SERVICES	ADMIN	Portion of RATE
	Provider Costs				
1	IP Wages = proj yearly hours @ \$16.50 per hr	\$ 920,700	\$ 920,700		16.50
2	IP Employer Taxes @ 3.9%	\$ 35,907	\$ 35,907		0.64
3	Health Benefits @ .00/hr	\$ -	\$ -		0.00
					0.00
	Total Provider Costs	\$ 956,607	\$ 956,607		17.14
	Public Authority Administrative costs				
	Salaries & Benefits	\$ 96,535			
	PA Operating Expenses	\$ 43,465			
	Total Public Authority Administrative costs	\$ 140,000		\$ 140,000	2.51
	TOTAL	\$ 1,096,607	\$ 956,607	\$ 140,000	\$ 19.65
	Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours.				
		Services Cost	Adm Costs	Total Hours	Total PA Hourly Rate
	PA Rate	\$ 956,607 +	\$140,000 /	\$ 55,800 =	\$ 19.65
	Services Rate = Services Cost Divided by Total Hours	\$ 956,607 /		\$ 55,800 =	\$ 17.14
	Admin Rate = Admin Cost Divided by Total Hours		\$140,000 /	\$ 55,800 =	\$ 2.51

ITEM		BUDGET	SERVICES	ADMIN	RATE	
Individual Providers						
1 Individual Providers		\$ 920,700	\$ 920,700		\$ 16.50	Hours are FY24 projected base
	Hours	55,800.0				
	Rate	\$ 16.50				
2 IP Employer Taxes		\$ 35,907	\$ 35,907		\$ 0.64	3.9% based on hours paid and expenditure report
	Rate	3.90%				
NPC Salaries and Benefits						
3 Administrative Salaries						
	Executive Director	.25 FTE	37500	37500	0.67	
	Registry Coordinator	.5 FTE	28665	28665	0.51	
	Media Coordinator	.25 FTE	5800	5800	0.10	
	Total Salaries		71965	71965	\$ 1.29	
4 Administrative Benefits						
	Health Insurance, Retirement, PTO		24570	24570	0.44	
	Total Admin Benefits		24570	24570	\$ 0.44	
Operating Expenses						
5 Office Rent		4440		4440	0.08	
6 Office Utilities, Phone		4200		4200	0.08	
7 Transportation and Travel						
	Vehicle maintenance & fuel		2625	2625	0.05	
	Lodging & Meals		1920	1920	0.03	
8 Training for Providers and/or Recipients		1000		1000	0.02	
9 Office Computers & Software		2400		2400	0.04	
10 Office Equipment (including copier lease)		1265		1265	0.02	
11 Office Supplies & Materials		1500		1500	0.03	
12 Postage		800		800	0.01	
13 Provider Recruitment		2400		2400	0.04	
14 Website hosting & domain		235		235	0.00	
15 Professional Interpreting		1000		1000	0.02	
16 Accounting		3175		3175	0.06	
17 Legal Services		3500		3500	0.06	
18 Insurances		3250		3250	0.06	
19 Professional Association Dues (CAPA and CICA)		3975		3975	0.07	
20 Indirect Costs (.15 operating)		5780		5780	0.10	
	Total Operating Expenses		43465	43465	\$ 0.78	
TOTALS		\$ 1,096,607	\$ 956,607	\$ 140,000	\$ 19.65	

Mono County PA Rate Change Package

Budget Narrative

The 2023-24 Requested PA/NPC Total Rate has increased by \$0.09, from \$19.56 to \$19.65. This is due to an increase in the Statewide minimum wage from \$15.50 per hour to \$16.00 per hour, effective January 1, 2024.

The PA/NPC Hourly Rate and Hourly Administrative costs were derived using estimated costs for the Mono County PA provider wages and CDSS allocations for Public Authority Administration for 2023-24. Projected allocations for Mono County include \$70,000 State General Fund with a \$70,000 Federal match.

The Hourly Services Cost, Hourly Wage, and Hourly Benefits were calculated based upon the provider wage rate and estimated payroll tax rate from the CMIPS II Paid Case Summary Report. Projected annual provider hours are 55,800. Provider wage in Mono County will be \$16.50 per hour, which includes a \$16.00 hourly wage and \$0.50 hourly supplemental wage. Mono County does not offer health and/or other benefits.

Total provider costs, including employer-paid taxes, are projected to be \$956,607. This is based on 55,800 provider hours at a wage of \$16.50/hour plus \$0.64/hour for employer-paid taxes. The total PA/NPC administrative costs are budgeted at \$140,000, which equal an administrative rate of \$2.51/hour. This includes salaries and benefits for staff totaling \$96,535 and operating costs of \$43,465. The total budget for provider costs and administrative costs is \$1,096,607.

Mono January 2024 IHSS Rate Change Request

Final Audit Report

2023-10-16

Created:	2023-10-16
By:	Cathy Young (cyoung@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA1gcmv07eSNes0p9Kz3rvKlhJCij150ty

"Mono January 2024 IHSS Rate Change Request" History

-  Document created by Cathy Young (cyoung@mono.ca.gov)
2023-10-16 - 8:37:55 PM GMT- IP address: 162.252.88.209
-  Document emailed to Kathryn Peterson (kpeterson@mono.ca.gov) for signature
2023-10-16 - 8:47:37 PM GMT
-  Email viewed by Kathryn Peterson (kpeterson@mono.ca.gov)
2023-10-16 - 9:30:40 PM GMT- IP address: 162.252.88.212
-  Document e-signed by Kathryn Peterson (kpeterson@mono.ca.gov)
Signature Date: 2023-10-16 - 9:30:58 PM GMT - Time Source: server- IP address: 162.252.88.212
-  Agreement completed.
2023-10-16 - 9:30:58 PM GMT



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Organizational Mind Group Contract
Amendment - Behavioral Health
Department Consulting Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract amendment with Beth A. Cohen, Ph.D., dba Organizational Mind Group pertaining to management consulting services provided to the Behavioral Health Department.

RECOMMENDED ACTION:

Approve, and authorize Chair, to sign, contract amendment with Beth A. Cohen, Ph.D., dba Organizational Mind Group for management consulting services provided to the Behavioral Health Department for the period through December 31, 2023, and a not-to-exceed amount of \$55,000. The new total contract limit would be \$140,000.

FISCAL IMPACT:

The proposed amendment will increase the the contract limit for Behavioral Health consulting services from \$40,000 to \$55,000. This increase will be paid for with Mental Health Services Act funds. This increases the total County contract limit from \$125,000 to \$140,000.

CONTACT NAME: Jessica Workman

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

SEND COPIES TO:

jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[OMG Amendment Staff Report](#)

[Organizational Mind Group Amendment](#)

History

Time	Who	Approval
10/24/2023 4:32 PM	County Counsel	Yes
11/1/2023 4:07 PM	Finance	Yes
11/2/2023 7:29 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: November 7, 2023

SUBJECT:

Contract Amendment with Beth A. Cohen, Ph.D., dba Organizational Mind Group.

DISCUSSION:

Mono County Behavioral Health has exceeded the \$40,000 provided in contracted services, and is requesting an additional \$15,000 to cover services through the end of the contract, December 31, 2023. This will increase the contract limit for Behavioral Health consulting services to \$55,000. This increases the total County contract limit from \$125,000 to \$140,000.

SUBMITTED BY:

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

**AGREEMENT AND FIRST AMENDMENT TO
AGREEMENT BETWEEN THE COUNTY OF MONO AND
BETH A. COHEN, Ph.D., DBA ORGANIZATIONAL MIND GROUP, PC
FOR THE PROVISION OF COUNTY WELLNESS, 360 EVALUATION, AND BEHAVIORAL
HEALTH DEPARTMENT CONSULTING SERVICES**

This Agreement and First Amendment is entered into on November 7, 2023 by and between the County of Mono (hereinafter, “County”), a political subdivision of the State of California, and Beth A. Cohen, Ph.D., DBA Organizational Mind Group of Dana Point, California (hereinafter, “Contractor”), for the purposes of amending that certain Agreement between the County and Contractor entered into on or about September 11, 2022, and pertaining to Contractor’s provision of wellness, 360 evaluation and Behavioral Health Department consulting services to the County (the “Agreement”). The County and Contractor are sometimes referred to herein collectively as “the parties.”

WHEREAS, the parties entered into the Agreement for the purpose of Contractor providing various consulting services to the County; and

WHEREAS, the Agreement provided for up to \$40,000 to be paid to Contractor for management consulting services provided to the Behavioral Health Department for services through December 31, 2023; and

WHEREAS, the Behavioral Health Department has exceeded or will exceed that amount in contracted services and has requested an amendment to increase the amount allocated by \$15,000; and

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. of the Agreement (“Limit Upon Amount Payable”) is hereby amended to increase the contract limit for Behavioral Health consulting services from \$40,000 to \$55,000.
2. All other provisions of the Agreement not modified herein shall remain in full force and effect.
3. This Agreement and First Amendment may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:

CONTRACTOR:

Rhonda Duggan, Chair of the Board of Supervisors

Beth A. Cohen, Organizational Mind Group

Date

Date

Approved as to Form:

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Human Resources

TIME REQUIRED

SUBJECT At-Will Salary Matrix Amendment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors directing the County Administrative Officer to amend the salary matrix applicable to at-will employees and elected department heads enacted by Resolution R23-016 to increase the salary rate for the Range 27 Step E position, applicable to the Public Health Officer.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Jay Sloane

PHONE/EMAIL: /

SEND COPIES TO:

Jay Sloane

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report PHO
Reso PHO

History

Time	Who	Approval
10/27/2023 10:39 AM	County Counsel	Yes

11/1/2023 4:01 PM

Finance

Yes

11/1/2023 10:54 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly, MPA, AICP
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
 smoberly@mono.ca.gov
 www.mono.ca.gov

To: Board of Supervisors

BOARD OF SUPERVISORS

CHAIR
 Rhonda Duggan / District 2

VICE CHAIR
 John Peters / District 4
 Bob Gardner / District 3
 Lynda Salcido / District 5
 Jennifer Kreitz / District 1

From: Jay Sloane

Date: 11/7/2023

Re: Resolution Amending the At-Will Salary Matrix

COUNTY DEPARTMENTS

- ASSESSOR
Hon. Barry Beck
- DISTRICT ATTORNEY
Hon. David Anderson
- SHERIFF / CORONER
Hon. Ingrid Braun
- ANIMAL SERVICES
Chris Mokracek "Interim"
- BEHAVIORAL HEALTH
Robin Roberts
- COMMUNITY DEVELOPMENT
Wendy Sugimura
- COUNTY CLERK-RECORDER
Queenie Barnard
- COUNTY COUNSEL
Stacey Simon, Esq.
- ECONOMIC DEVELOPMENT
Jeff Simpson
- EMERGENCY MEDICAL SERVICES
Bryan Bullock
- FINANCE
Janet Dutcher
CPA, CGFM, MPA
- HEALTH AND HUMAN SERVICES
Kathryn Peterson
- INFORMATION TECHNOLOGY
Mike Martinez
- PROBATION
Karin Humiston
- PUBLIC WORKS
Paul Roten

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
- Sustainable Public Lands Workforce & Operational Excellence

Discussion

This resolution is amending the salary grade 27 at step E from \$111.89 per hour to \$126.84 per hour, relating to the employment agreement with the Public Health Officer. The Public Health Officer position is a twenty hour per week position that can only be performed by a physician.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY ADMINISTRATIVE OFFICER TO AMEND THE AT-
WILL SALARY MATRIX LAST ADOPTED BY RESOLUTION R23-016 TO INCREASE
THE SALARY FOR RANGE 27, STEP E, APPLICABLE TO THE POSITION OF
PUBLIC HEALTH OFFICER**

WHEREAS, on February 21, 2023, the Board of Supervisors approved Resolution R23-016 adopting a salary matrix applicable to the County’s at-will and elected management level positions (the “At-Will Salary Matrix”); and

WHEREAS, the County now wishes to update the At-Will Salary Matrix to change Range 27 step E to \$126.54 per hour;

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

SECTION ONE: The County Administrative Officer is hereby authorized and directed to revise the At-Will Salary Matrix last adopted by Resolution R23-016, to change the Range 27, Step E salary from \$111.89 per hour to \$126.54 per hour, and to revise the corresponding monthly and annual salaries accordingly.

PASSED, APPROVED and ADOPTED this 7st day of November, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Human Resources and Clerk Recorder

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Resolution Authorizing Amendment of
the Mono County Allocation List for
the Clerk Recorder's Office

AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to eliminate one Fiscal Technical Specialist IV and add one Administrative Services Specialist in the department of the Clerk Recorder.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Jay Sloane

PHONE/EMAIL: 760-932-5405 / jsloane@mono.ca.gov

SEND COPIES TO:

Jay Sloane Queenie Barnard

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Allocation Clerk
Reso Alloc Clerk

History

Time	Who	Approval
10/24/2023 5:07 PM	County Counsel	Yes

11/1/2023 2:42 PM

Finance

Yes

11/1/2023 3:01 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly, MPA, AICP
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
smoberly@mono.ca.gov
www.mono.ca.gov

To: Board of Supervisors

From: Jay Sloane

Date: November 7, 2023

Re: Allocation List Change in the Clerk Recorder’s Office

BOARD OF SUPERVISORS

CHAIR
 Rhonda Duggan / District 2

VICE CHAIR
 John Peters / District 4
 Bob Gardner / District 3
 Lynda Salcido / District 5
 Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

- ASSESSOR
Hon. Barry Beck
- DISTRICT ATTORNEY
Hon. David Anderson
- SHERIFF / CORONER
Hon. Ingrid Braun
- ANIMAL SERVICES
Chris Mokracek “Interim”
- BEHAVIORAL HEALTH
Robin Roberts
- COMMUNITY DEVELOPMENT
Wendy Sugimura
- COUNTY CLERK-RECORDER
Queenie Barnard
- COUNTY COUNSEL
Stacey Simon, Esq.
- ECONOMIC DEVELOPMENT
Jeff Simpson
- EMERGENCY MEDICAL SERVICES
Bryan Bullock
- FINANCE
Janet Dutcher
CPA, CGFM, MPA
- HEALTH AND HUMAN SERVICES
Kathryn Peterson
- INFORMATION TECHNOLOGY
Mike Martinez
- PROBATION
Karin Humiston
- PUBLIC WORKS
Paul Roten

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
- Sustainable Public Lands Workforce & Operational Excellence

Discussion

The Clerk Recorder’s Office has fiscal and administrative responsibilities similar to other departments which currently have an Administrative Services Specialist. This allocation list resolution will remove one Fiscal Technical Specialist IV and add one Administrative Services Specialist. The employee who is currently in the Fiscal Technical Specialist IV position is qualified to assume the duties of the Administrative Services Specialist. This allocation list change has been reviewed and approved by the CAO and the Budget Officer.

If you have any questions on this matter prior to your meeting, please call me at 760-932-5405.



R23-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
TO ELIMINATE ONE FISCAL TECHNICAL SPECIALIST IV AND ADD ONE
ADMINISTRATIVE SERVICES SPECIALIST IN THE DEPARTMENT OF THE
CLERK RECORDER**

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

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

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

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

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//
//
//

1 Reduce the allocation of one full-time permanent Fiscal Technical Specialist IV. Salary
2 range MCPE 63 (new total zero).

3 Add the allocation of one full-time permanent Administrative Services Specialist. Salary
4 range MCPE 69 (new total one).

5
6 **PASSED, APPROVED and ADOPTED** this 7th day of November 2023 by the
7 following vote, to wit:

8 **AYES:**

9 **NOES:**

10 **ABSENT:**

11 **ABSTAIN:**

12
13
14
15 _____
16 Rhonda Duggan, Chair
17 Mono County Board of Supervisors

18 **ATTEST:**

19 **APPROVED AS TO FORM:**

20
21 _____
22 Clerk of the Board

23
24 _____
25 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Human Resources and Public Works

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Resolution Authorizing the
Amendment to the Mono County
Allocation List for Public Works

AGENDA DESCRIPTION:

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

Proposed resolution of the Mono County Board of Supervisors authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to eliminate one Administrative Services Specialist and add one Fiscal and Administrative Services Officer in the Department of Public Works.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

CONTACT NAME: Jay Sloane

PHONE/EMAIL: 760-932-5405 / jsloane@mono.ca.gov

SEND COPIES TO:

Jay Sloane Paul Roten

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
PW Allocation Staff Report
PW Allocation Reso

History

Time	Who	Approval
10/25/2023 2:32 PM	County Counsel	Yes
11/1/2023 2:38 PM	Finance	Yes

11/1/2023 3:05 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly, MPA, AICP
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
smoberly@mono.ca.gov
www.mono.ca.gov

To: Board of Supervisors

BOARD OF SUPERVISORS

CHAIR
 Rhonda Duggan / District 2

VICE CHAIR
 John Peters / District 4
 Bob Gardner / District 3
 Lynda Salcido / District 5
 Jennifer Kreitz / District 1

From: Jay Sloane

Date: November 7, 2023

Re: Allocation List Change in Public Works

COUNTY DEPARTMENTS

- ASSESSOR
Hon. Barry Beck
- DISTRICT ATTORNEY
Hon. David Anderson
- SHERIFF / CORONER
Hon. Ingrid Braun
- ANIMAL SERVICES
Chris Mokracek "Interim"
- BEHAVIORAL HEALTH
Robin Roberts
- COMMUNITY DEVELOPMENT
Wendy Sugimura
- COUNTY CLERK-RECORDER
Queenie Barnard
- COUNTY COUNSEL
Stacey Simon, Esq.
- ECONOMIC DEVELOPMENT
Jeff Simpson
- EMERGENCY MEDICAL SERVICES
Bryan Bullock
- FINANCE
Janet Dutcher
CPA, CGFM, MPA
- HEALTH AND HUMAN SERVICES
Kathryn Peterson
- INFORMATION TECHNOLOGY
Mike Martinez
- PROBATION
Karin Humiston
- PUBLIC WORKS
Paul Roten

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
- Sustainable Public Lands Workforce & Operational Excellence

Discussion

Public Works has complex fiscal responsibilities, similar to other departments which currently have a Fiscal and Administrative Services Officer. This allocation list resolution will remove one Administrative Services Specialist and add one Fiscal and Administrative Services Officer. The employee who is currently in the Administrative Services Specialist position is qualified to assume the duties of the Fiscal and Administrative Services Officer. This allocation list change has been reviewed and approved by the CAO and the Budget Officer.

If you have any questions on this matter prior to your meeting, please call me at 760-932-5405.



R23-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS AUTHORIZING THE COUNTY ADMINISTRATIVE
OFFICER TO AMEND THE COUNTY OF MONO LIST OF ALLOCATED POSITIONS
TO ELIMINATE ONE ADMINISTRATIVE SERVICES SPECIALIST AND ADD ONE
FISCAL AND ADMINISTRATIVE SERVICES OFFICER IN THE DEPARTMENT OF
PUBLIC WORKS**

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

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

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

WHEREAS, it is currently necessary to amend the Allocation List as part of maintaining proper accounting for hiring employees to perform public services;

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES that the County Administrative Officer is authorized to amend the County of Mono List of Allocated Positions to reflect the following changes:

//

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//

//

1 Reduce the allocation of one full-time permanent Administrative Services Specialist
2 salary range MCPE 69. (new total zero)

3 Add the allocation of one full-time permanent Fiscal and Administrative Services Officer
4 salary range MCPE 79. (new total one)

5
6 **PASSED, APPROVED and ADOPTED** this 7th day of November 2023, by the
7 following vote, to wit:

8 **AYES:**

9 **NOES:**

10 **ABSENT:**

11 **ABSTAIN:**

12
13
14
15 _____
16 Rhonda Duggan, Chair
17 Mono County Board of Supervisors

18 **ATTEST:**

19 **APPROVED AS TO FORM:**

20
21 _____
22 Clerk of the Board

23
24
25 _____
26 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: County Administrative Office

TIME REQUIRED

SUBJECT Agreement with Victoria L. Campbell,
Esq. for the Provision of Indigent
Defense 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 Victoria L. Campbell, Esq. for the provision of indigent defense services in Mono County.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, contract with Victoria L. Campbell, Esq. for the provision of indigent defense services for the period December 11, 2023, through December 10, 2025, with option to extend, and a not-to-exceed amount of \$16,065/month with 2% automatic annual increases.

FISCAL IMPACT:

Not-to-exceed amount of \$192,780 annually and approximately \$107,273 for the remainder of Fiscal Year 2023-24, with 2% automatic annual increases.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: x5415 / smoberly@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time	Who	Approval
11/1/2023 2:32 PM	County Counsel	Yes

11/1/2023 4:31 PM

Finance

Yes

11/2/2023 6:56 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly, MPA, AICP
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
smoberly@mono.ca.gov
www.mono.ca.gov

To: Mono County Board of Supervisors

From: Sandra Moberly, Mono County Administrative Officer

Date: November 7, 2023

Re: Contract with Victoria Campbell for Public Defender Services

BOARD OF SUPERVISORS

CHAIR
 Rhonda Duggan / District 2

VICE CHAIR
 John Peters / District 4
 Bob Gardner / District 3
 Lynda Salcido / District 5
 Jennifer Kreitz / District 1

COUNTY DEPARTMENTS

ASSESSOR
 Hon. Barry Beck

DISTRICT ATTORNEY
 Hon. David Anderson

SHERIFF / CORONER
 Hon. Ingrid Braun

ANIMAL SERVICES
 Chris Mokracek "Interim"

BEHAVIORAL HEALTH
 Robin Roberts

COMMUNITY DEVELOPMENT
 Wendy Sugimura

COUNTY CLERK-RECORDER
 Queenie Barnard

COUNTY COUNSEL
 Stacey Simon, Esq.

ECONOMIC DEVELOPMENT
 Jeff Simpson

EMERGENCY MEDICAL SERVICES
 Bryan Bullock

FINANCE
 Janet Dutcher
 CPA, CGFM, MPA

HEALTH AND HUMAN SERVICES
 Kathryn Peterson

INFORMATION TECHNOLOGY
 Mike Martinez

PROBATION
 Karin Humiston

PUBLIC WORKS
 Paul Roten

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
- Sustainable Public Lands Workforce & Operational Excellence

Discussion

In order to fill the vacancy in contracted indigent defense services created when attorney Brad Braaten accepted a position with the District Attorney’s Office, the County issued a request for proposals (RFP) with a response deadline of September 8, 2023. The County received three proposals and assembled a panel to review the proposals and provide recommendations. The panel provided feedback on the proposals and Victoria Campbell was selected, as her proposal had the strengths and experience needed for Mono County.

Ms. Campbell served Inyo County as a contract public defender from 2003 to 2010, and again from 2022 to the present, and has notified Inyo of her intent to terminate her most recent appointment. As a public defender in Inyo, she has represented clients in misdemeanor and felony cases, dependency and delinquency cases, LPS conservatorships, adoptions and child support matters. She also maintains a private practice specializing in criminal defense, civil litigation and family law. Ms. Campbell will be opening an office in Mono County to better serve her clients here.

It is recommended that the Board approve the contract with Victoria Campbell to provide indigent defense services as one of three contracted attorneys in Mono County.

**CONTRACT BETWEEN THE COUNTY OF MONO
AND VICTORIA L. CAMPBELL, ESQ.
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County”, and Victoria L. Campbell, Esq., referred to hereafter as “the Contractor,” agree to the provisions of indigent defense services as outlined below for the period December 11, 2023, through December 10, 2025, with option to extend. The County and the Contractor are sometimes referred to herein collectively as “the parties.”

RECITALS

- The County has a constitutionally mandated responsibility to provide indigent defense services.
- The County desires to have and agrees to pay for legal services performed for eligible persons entitled to public representation in Mono County by the Contractor, as authorized by law.
- The Contractor agrees that it will provide competent representation of clients as required by the controlling standards and rules of professional conduct.
- The County and the Contractor agree that any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, to eligible clients of the Contractor.

TERMS AND CONDITIONS

The parties AGREE as follows:

1. DURATION OF CONTRACT

This Contract shall commence on December 11, 2023, and terminate on December 10, 2025, unless extended or terminated earlier in a manner allowed by this Contract. The County may, in its sole discretion, extend the term of this Contract for an additional period of up to five years by providing notice to Contractor at least 180 days prior to the date of termination.

2. DEFINITIONS

The following definitions control the interpretation of this Contract:

A. Eligible Client:

Eligible client means a person who is or has been determined by the Superior Court of the State of California in and for the County of Mono (hereinafter “the Court”) to be entitled to a court-appointed attorney, pursuant to relevant state statute, court rule, and constitutional provision, and who is one of the following:

1. All persons whom the Court has deemed indigent and who are charged with the commission of a misdemeanor or felony triable in any court in the County.

2. All minors charged with a violation of Welfare and Institutions Code Section 601 or 602.
3. All persons the Court has deemed indigent, and for whom a petition for the appointment of an LPS conservator has been filed.
4. All persons the Court has deemed indigent seeking writs or appeals to the Superior Court in the type of cases described in this contract.
5. All persons the Court has deemed indigent and who are charged with a violation of misdemeanor probation.
6. All persons the Court has deemed indigent and who are charged with a violation of felony probation.
7. All persons the Court has deemed indigent and entitled to appointment of counsel in Welfare and Institutions Code Section 300 cases, and also any children who are the subject of such proceedings and who the Court has determined are entitled to appointed counsel. Note: under a separate Contract, the County currently receives compensation from the Courts for the provision of such legal services, and the County reserves the right to re-open and renegotiate the inclusion of such services in this Contract, and the compensation therefore, in the event that the courts ever refuse or cease to provide such compensation to the County.
8. All persons the Court has deemed indigent in probate or Lanterman-Petris Short Act (LPS Act) conservatorships and in which the Court appoints counsel.
9. All persons the Court has deemed indigent and subject to extradition.
10. All persons the Court has deemed indigent and subject to contempt.

B. Disposition:

1. Disposition in criminal cases shall mean and/or include:
 - a. The dismissal of charges;
 - b. The entering of an order of deferred prosecution;
 - c. An order or result requiring a new trial;
 - d. Imposition of sentence;
 - e. Deferral of any of the above coupled with any other hearing on that case number, including but not limited to felony or misdemeanor probation review;
 - f. A restitution hearing ordered at the time of original disposition; or
 - g. The filing of a notice of appeal, if applicable.
2. Disposition in other cases shall mean:

In Welfare and Institutions Code Section 300 juvenile cases, termination of the proceedings; in Section 601 or 602 cases, disposition, unless there is an order for removal; or an order following a disposition hearing; in revocation of probation, a dismissal, or imposition of sentence; in all other cases, an adjudication in the trial court which constitutes a final order or judgment, unless reversed on appeal.

- C. Representational Services: The services for which the County is to pay the Contractor are representational services, including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.
- D. Investigative Services: The services described in paragraph 4.B.
- E. Other Litigation Expenses: Other Litigation Expenses shall mean those expenses which are not part of the contract with the Contractor, expert witness services, language translators, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.
- G. Misappropriation of Funds: Misappropriation of funds is the appropriation of funds received pursuant to this Contract for purposes other than those sanctioned by this Contract. The term shall include the disbursement of funds for which prior approval is required but is not obtained.

3. INDEPENDENT CONTRACTOR

The Contractor is, for all purposes arising out of this Contract, an independent contractor, and neither the Contractor nor its employees shall be deemed employees of the County. The Contractor shall complete the requirements of this Contract according to the Contractor's own means and methods of work, which shall be in the exclusive charge and control of the Contractor and which shall not be subject to control or supervision by the County, except as specified herein.

4. SCOPE OF SERVICES

- A. Together with other indigent defense counsel under direct contract to County or appointed directly by the Court in the event of conflicts, Contractor, shall provide representational services to all eligible clients in Mono County trial court actions or proceedings.
- B. Contractor may utilize the services of a licensed private investigator ("Investigator") under Business and Professions Code section 7520 and 7521, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court in a particular case. Investigator Services shall be used in the context of any of the representational services covered by this Contract, including but not limited to securing evidence to be used before the Courts of Mono County. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the

purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.

5. CONTRACTOR'S OFFICES, EMPLOYEES AND CONFLICT AVOIDANCE

- A. Contractor shall have physically separate offices from any other attorney under contract with County to provide indigent defense services. Contractor shall maintain an ethical and communications wall between Contractor and such attorney(s) about their respective cases, to maintain the confidences of clients.
- B. Contractor agrees not to accept compensation directly or indirectly from any source other than the County on cases assigned pursuant to this agreement.
- C. Contractor shall maintain the right to have private clients outside of this Contract; provided, however, that it shall structure its private practice in such a way as to avoid any conflicts with representational services provided pursuant to this agreement.
- D. Contractor further agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's performance of the work and services under this Contract. Specifically, Contractor agrees not to engage in any private legal representation in any matter which would conflict or interfere with Contractor's ability to represent clients under this Contract.
- E. Contractor agrees that it has secured or will secure at its own expense, all persons, employees, office space within Mono County and equipment required to perform the service contemplated/required under this Contract.

6. MINIMUM QUALIFICATIONS FOR ATTORNEY PROVIDING INDIGENT DEFENSE SERVICES

- A. Contractor shall be licensed to practice law in California (i.e., shall be an active member of the California State Bar), shall have been a practicing attorney in all of the courts of the State for at least the year preceding the date of appointment, and shall be in full compliance with any applicable mandatory continuing legal education (MCLE) requirements. Contractor will maintain for inspection on its premises records of Contractor compliance these requirements.
- B. Prior to representing a defendant accused of a homicide, Contractor must have served at least five years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have

demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in five felony cases that have been submitted to a jury.

- C. Prior to representing a defendant accused of a serious felony as defined by Penal Code section 1192.7, or of a violent felony as defined by Penal Code section 667.5, other than a homicide, Contractor must have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and been trial counsel and handled a significant portion of the trial in three felony cases, that have been submitted to a jury.
- D. Contractor representing a party in a juvenile case shall have the knowledge and experience in juvenile law as required by Welfare and Institutions Code section 317.6 and the standards established by the Judicial Council.
- E. Contractor shall have served at least three years as a prosecutor, a public defender, or assigned counsel within a formal assigned counsel plan that included training, or have demonstrably similar experience, and/or been sole trial counsel of record in twenty misdemeanor cases brought to final resolution, or been sole or co-trial counsel and handled a significant portion of the trial in three felony criminal cases that have been submitted to a jury alone or of record with other trial counsel.
- F. Failure on the part of the Contractor to have or obtain the appropriate amount of experience shall be considered a material breach of this Contract.

7. PERFORMANCE REQUIREMENTS

- A. Contractor shall provide quality representational services to all eligible clients to whom the Contractor is appointed by the Court, consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor as appointed by the Court shall be observed:
 - 1. Provide careful, factual and legal investigation.
 - 2. Take prompt action to protect client's legal rights.
 - 3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.
 - 4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
 - 5. Know and explore sentencing alternatives.
 - 6. Advise the client concerning appeals.
 - 7. Not accept more cases than can be competently handled.
 - 8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
 - 9. Maintain client confidences.

10. Keep the client informed.
 11. Comply with all standards of performance set by the Courts and rules in juvenile cases.
 12. Not accept a matter in which a conflict of interest exists of which it would be otherwise prohibited from accepting under the Rules of Professional Conduct of the State Bar.
- B. Except as provided herein, the Contractor shall maintain an office in Mono County and appropriate staff to adequately perform the work and services provided in this Contract and to address the needs of Contractor's clients. Contractor will be timely available for all Court appearances, and meet all performance requirements of this Contract and of the Courts, and have available office space in Mono County for interviewing and consulting with clients.
- C. Contractor shall maintain adequate office space and hours during normal business hours for appointments with potential eligible clients who are not in custody. Contractor shall maintain published office addresses and phone numbers and telephone answering services or devices for the taking of telephone messages during non-business hours. Contractor shall make return calls within 24 hours of all calls from clients for which a message is left requesting a return call.
- D. In-custody eligible clients shall be interviewed within 72 hours, excluding weekends and holidays, of Contractor appointment. Out of custody eligible clients may make an appointment with Contractor who shall make available an appointment at an office in Mono County within five business days of Contractor appointment. In all cases, Contractor shall personally speak with the client prior to the date of the first court appearance following appointment by the Court.
- E. Contractor shall keep all courts informed of the status of pending cases to which it has been appointed and shall advise the courts at the earliest possible time as to whether cases will be settled or go to trial, whether continuances are needed, whether or when interpreters will be needed, and other such matters bearing on the scheduling of cases before the courts.
- F. Contractor shall adequately cover all courts within the County through which services are to be provided under this contract. "Adequately cover" means generally that the business of the court is not unreasonably delayed because of the absence of/or lack of preparation of the Contractor.
- G. In the event that Contractor is unable to appear for any matter to which he or she has been appointed, then he or she shall arrange for other counsel to appear on his or her behalf, at no cost to the County.

8. CONTRACTOR EVALUATION

In June of each year during the term of this Contract, and any extension thereof, commencing June 2024, the County Administrative Officer (CAO) shall meet with the Contractor and the Judges of the court to ensure that the performance standards set forth herein are being met. The CAO may include, or consult with, any other person in evaluating performance standards. If upon said evaluations, the CAO determines that the Contractor is failing to provide competent legal services based upon the above standards or has engaged in conduct that, if Contractor were an employee of the County, would violate the Mono County Personnel System, the CAO may terminate this Contract as provided in paragraph 15.

9. COMPENSATION AND METHOD OF PAYMENT

- A. For services provided under this contract, County shall pay Contractor \$16,065 per month. This amount shall be increased by two percent (2%) annually, commencing on April 1 of each year. These amounts shall be paid in monthly installments payable within 5 days following the end of month in which services are provided. In the event that this Contract is extended pursuant to Section 1, annual increases shall continue to be 2%.
- B. The compensation payable under this paragraph 9 is the maximum amount which County must pay under this Contract, and the Contractor shall assume and pay all other expenses incurred in the performance of this Contract. The Contractor represents that Contractor is informed and has made its own independent investigation of the facts and circumstances surrounding the provision of public defense services in Mono County, including its own experience in providing such services and the issues involving the administration of this contract. The Contractor and County acknowledge that many factors outside the control of the parties can affect the ability of the Contractor to accurately project caseloads and work levels with certainty. Such factors as the length of time between arraignment and trial, local sentencing practices, and pleading negotiation practice are largely controlled by the courts and the prosecution. The parties recognize that during the term of this Contract, changes may occur in the operations of the County's criminal justice system which may cause additional expense to Contractor. Notwithstanding any such changes, the Contractor agrees to the compensation set forth in this Contract for services to be rendered.
- C. County shall receive all funds collected pursuant to Penal Code section 987.4, 987.6, and 987.8, Government Code section 27712, and any similar statute or Contract providing for reimbursement for the costs of legal services rendered under this Contract, and no portion of said funds inure for the benefit of Contractor or otherwise affect the amount specified to be paid to Contractor under this contract.
- D. Other litigation expenses, as defined in section 2.E, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10th hour increments;
3. A description of the services provided on each date.

Any claim for which the above is not provided shall be deemed an insufficient claim.

- E. Contractor shall be solely responsible for providing and paying the cost of all utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract, except for the following: costs for expert witnesses, language translators, laboratory analysis, other forensic services, court reporter fees, filing fees, transcript fees, witness fees, and documents produced through discovery by the County in Welfare and Institutions Code section 300 cases and documents produced through discovery by the District Attorney in Criminal and Welfare and Institutions Code section 600 cases.
- F. County has no obligation to withhold any taxes or other payments from the sums paid Contractor by County pursuant to this Contract. Payment of taxes as required by law is the sole responsibility of Contractor.

10. REPORTS AND INSPECTIONS

- A. Contractor agrees to submit to the County the following reports at the times prescribed below. Failure to submit required reports may be considered a breach of this contract and may result in the County withholding payment until the required reports are submitted and/or until invocation of the Corrective Action procedures in paragraph 14 (Corrective Action).
- B. Contractor shall provide the CAO a quarterly report of services rendered by Contractor during the previous calendar quarter using the form attached to this Contract as Exhibit A and incorporated by this reference. The report shall be submitted within ten working days after the end of each calendar quarter and shall include:
1. The number of cases to which Contractor has been appointed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
 2. The number of open cases during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
 3. The number of cases closed during that quarter distinguished between misdemeanor, felony, juvenile, conservatorship and appeal.
 4. Disposition of cases during that quarter by the following categories: Pleas, trials, diversions, dismissals, and other.
 5. The number of cases during that quarter in which Contractor has declared a conflict.

- C. Bar Complaints: Contractor shall immediately notify the County in writing if the Contractor becomes aware that a complaint lodged with the State Bar Association has resulted in the public or private reproof, suspension, or disbarment of any attorney providing services under this Contract. In the event of a report of a private reproof, County shall maintain confidentiality of said report to the extent permitted by law.
- D. Inspections: Contractor agrees to grant the County full access to materials necessary to verify compliance with all terms of this Contract. At any time, upon reasonable notice during business hours and as often as the County may reasonably deem necessary for the duration of the Contract and a period of five years thereafter, the Contractor shall provide to the County right of access to its facilities, to audit information relating to the matters covered by this Contract. Information that may be subject to any privilege or rules of confidentiality should be maintained by the Contractor in a way that allows access by the County without breaching such confidentiality or privilege. Notwithstanding any of the above provisions of this paragraph, none of the constitutional, statutory, and common law rights and privileges of any client are waived by this Contract. The County will respect the attorney-client privilege and attorney work-product privilege.

11. ESTABLISHMENT AND MAINTENANCE OF RECORDS

- A. Contractor shall prepare and maintain records sufficient to enable County and the Court to determine the cost of representing each person represented by Contractor, and Court shall provide the Court or the County with the total time of each case upon disposition or upon request of the Court or the County, respectively. Contractor shall maintain these records for a period of five years, unless the County authorizes earlier destruction.
- B. The Contractor shall maintain case files in an accessible location and condition for a period of not less than ten years following the termination of this Contract or, upon County's direction, promptly transfer such records to another attorney under contract with the County to provide indigent defense services.

12. HOLD HARMLESS AND INDEMNIFICATION

- A. The County assumes no responsibility for the payment of any compensation, wages, benefits, or taxes by the Contractor or its employees or others by reason of the Contract. Contractor shall protect, indemnify, and save harmless the County, its officers, agents, and employees from and against any and all claims, costs, and losses whatsoever, occurring or resulting from Contractor's failure to pay any compensation, wages, benefits or taxes except where such failure is due to the County's wrongful withholding of funds due under this Contract.

- B. Contractor agrees that it is financially responsible and liable for and will repay the County for any material breaches of this contract including but not limited to misuse of Contract funds due to the negligence or intentional acts of the Contractor, its employees, representatives or agents.
- C. Contractor shall defend, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Contract by Contractor, or its agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold the County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this paragraph extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

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

Contractor shall not claim, and/or do hereby knowingly and voluntarily waive, any right to defense or indemnification by County as a County employee or officer.

13. INSURANCE

Certificates of insurance and requested endorsements, for all stated insurances, shall be provided to the Mono County Risk Management at least ten (10) days prior to the start of services to be performed by the Contractor.

- A. Automobile Liability. Contractor shall provide automobile liability insurance with limit no less than \$250,000 per accident for bodily injury and \$100,000 for property damage.
- B. Professional Liability Insurance. Contractor shall provide professional liability insurance in the amount of not less than one million dollars (\$1,000,000.00) each occurrence/one million (\$1,000,000.00) policy aggregate. Proof of such insurance shall be provided to County at least ten (10) days prior to the start of any work by Contractor. If professional liability coverage is written on a claims-made form:

1. The "retro Date" must be shown, and must be before the date of the contract or the beginning of contract work, whichever is first.

2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract work.
3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.

Any deductibles or self-insured retentions must be declared and approved by Mono County Risk Manager. If possible, the Insurer shall reduce or eliminate such deductibles or self-insured retentions as respects to Mono County, its officials, officers, employees and volunteers; or the Contractor shall provide evidence satisfactory to Mono County Risk Manager guaranteeing payment of losses and related investigations, claim administration, and defense expenses.

14. CORRECTIVE ACTION

- A. If the CAO reasonably believes that a material breach of this Contract has occurred, warranting corrective action, the following sequential procedure shall apply:
 - i. The CAO will notify the Contractor in writing of the nature of the breach.
 - ii. The Contractor shall respond in writing within five working days of receipt of such notification, which response shall present facts to show no breach exists or indicate the steps being taken to correct the specified deficiencies, and the proposed completion date for bringing the Contract into compliance, which shall not exceed 30 days unless agreed to by the CAO.
 - iii. The CAO will notify the Contractor in writing of the County's determination as to the sufficiency of the Contractor's corrective action plan. The determination of the sufficiency of the Contractor's corrective action plan will be at the discretion of the CAO and will take into consideration the reasonableness of the proposed corrective action in light of the alleged breach, as well as the magnitude of the deficiency in the context of the Contract as a whole. The CAO will work with the Contractor to implement an appropriate corrective action plan accepted by the CAO.
- B. In the event that Contractor does not respond to the CAO's notification within the appropriate time, or the Contractor's corrective action plan for a material breach is determined by the CAO to be insufficient, the County may commence termination of this Contract in whole or in part pursuant to paragraph 15 (Termination and Suspension).

- C. County reserves the right to withhold a portion of subsequent payments owed the Contractor under paragraph 9 which are directly related to the breach of the Contract until the County is satisfied that corrective action has been taken or completed.

15. TERMINATION AND SUSPENSION

- A. County may terminate this Contract in whole or in part upon 15 days written notice to the Contractor in the event that the Contractor under this contract:
 - i. Materially breaches any duty, obligation, or service required pursuant to this Contract and fails to cure such breach as provided in paragraph 14;
 - ii. Engages in misappropriation of funds or misconduct as described in the Mono County Personnel System; or
 - iii. The duties, obligations, or services herein become illegal or infeasible.

The County's written notice of termination shall include the reasons for termination and the effective date of termination. The Contractor shall have the opportunity to submit a written response to the County within five working days from the date of the County's notice. If the Contractor elects to submit a written response, the CAO will review the response and make a determination within ten days after receipt. In the event the Contractor does not concur with the determination of the CAO, the Contractor may request a review of the decision by the County Board of Supervisors, which shall be held in open session. In the event the County Board of Supervisors reaffirms termination or no review is sought, the Contract shall terminate ten days from the date of the final decision of the County. The Contract will remain in full force pending such termination, subject to the County's right to withhold payment as described above. Contractor understands and agrees that any such decision shall be final and binding and shall not be appealable nor otherwise subject to judicial review of any kind.

- B. Contractor may terminate this Contract with cause with 15 days written notice should the County materially breach any duty, obligation or service pursuant to this Contract. Prior to such termination, Contractor shall provide County with written notice of the alleged breach and County shall have 30 days in which to cure the breach. In the event that the Contractor terminates this Contract for reasons other than good cause resulting from a material breach of this Contract by the County, the Contractor shall be liable for damages, including the excess costs of the procurement of similar services from another source, unless it is determined by the CAO that (i) no default actually occurred, or (ii) the failure to perform was without the Contractor's control, fault or negligence.
- C. County or Contractor may terminate this Contract at will and without cause by providing one hundred and eighty (180) days' written notice to the other party of the intent to terminate.

- D. Following termination or suspension of this Contract, the Contractor shall continue to represent clients that were previously assigned, at an hourly rate determined by the Courts, and the County will be liable for any payments owed for the completion of that work. The Contractor shall remit to the County any monies paid for cases not yet assigned or work not performed under the Contract. The CAO may request that the Contractor attempt to withdraw from any case assigned and not completed, and in that event, Contractor shall use best efforts to so withdraw. Should the Court require, after the Contractor has attempted to withdraw, the appearance of counsel from the Contractor on behalf of any client previously represented by the Contractor where such representation is no longer the obligation of the Contractor pursuant to the terms of this Contract, the County will honor payment to the Contractor upon judicial verification that continued representation is required.
- E. In the event that termination is due to misappropriation of funds, non-performance of the scope of services, or fiscal mismanagement, the Contractor shall return to the County those funds, unexpended or misappropriated, which, at the time of termination, have been paid to the Contractor by the County.
- F. The ability of the County to enter into this Contract 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 or is not appropriated, at any time during the term of this Contract County has the option without incurring any penalty or breaching this Contract to terminate, reduce, or modify this Contract, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Upon receipt of such notice, Contractor may at its option terminate this Contract without incurring any penalty or breaching the Contract.
- G. Otherwise, this Contract shall terminate on the date specified herein, and shall be subject to extension as provided in paragraph 1.

16. FINANCIAL RESPONSIBILITY

The Contractor shall remain financially solvent during the term of this Contract. Voluntary or involuntary bankruptcy proceedings by the Contractor, when not released within ten days, shall constitute a material breach of this Contract. Bankruptcy by the Contractor under this contract shall constitute grounds for termination of the Contract.

17. ASSIGNMENT/SUBCONTRACTING

- A. The Contractor shall not assign or subcontract any portion of this Contract without consent of the County. Any consent sought must be requested by the Contractor in writing not less than ten days prior to the date of any proposed assignment or subcontract, provided that this provision shall not apply to special appearances made on behalf of the Contractor under this Contract while he or she is on vacation or otherwise unavailable for limited periods of time. Any

individuals entering into a subcontract (with written approval of County) shall meet all experience requirements imposed by this Contract. County shall be notified of any subcontracts which are renewed, extended or repeated at any time throughout the Contract.

- B. The term “Subcontract” as used above shall not be read to include the purchase of support services that do not directly relate to the delivery of legal services under the Contract to clients of the Contractor.

- D. Each subcontractor providing services under this Contract, prior to first providing such services, shall be required to sign a contract under which, at a minimum, the subcontractor agrees to comply with and be bound by the terms and conditions of this Contract. Such contract shall be in a form acceptable to the County. A fully executed copy of such contract shall be provided to the CAO before a subcontractor may begin to provide services under this Contract. The County shall have the right to interview all subcontractors before subcontractor may begin to provide services, and may reject any subcontractor which the County reasonably deems to be not qualified. Upon request of the Contractor, the County shall state in writing the reasons upon which it makes such determination, which may not be arbitrary or capricious.

18. NOTICES

Whenever this Contract provides for notice to be provided by one party to another, such notice shall be in writing and addressed as follows. Either party may update its contact information by written notice to the other:

If to Contractor:
Law Office of Victoria L. Campbell
P.O. Box 1413
314 West Line Street, Ste. H
Bishop, CA 93515
victoria@sierralaw.com

If to County:
County Administrative Officer
PO Box 696
Bridgeport, CA 93517
smoberly@mono.ca.gov

With a copy to:
Mono County Counsel
PO Box 2415
Mammoth Lakes, CA 93546
ssimon@mono.ca.gov

19. TRANSFER OF CASES UPON TERMINATION OF CONTRACT

Upon termination of this Contract, or upon expiration or pursuant to paragraph 15, Contractor shall cooperate fully with the County and with such persons as may be designated by County to succeed Contractor in order to effect the orderly transition of legal services from Contractor to his or her successor. The cooperation specified in this paragraph includes, but is not limited to, the releasing of such files, papers, and records in good order as may be required in order to carry out the provisions of this contract and any subsequent Contract with a successor Contractor and to ensure the continued adequate legal representation of persons eligible for services herein set forth.

20. NONDISCRIMINATION

During the performance of this Contract, neither the Contractor nor any party subcontracting with the Contractor under the authority of this Contract shall discriminate on the basis of race, color, sex, religion, national origin, creed, marital status, age, sexual orientation, or the presence of any sensory, mental, or physical handicap in employment or application for employment or in the administration or delivery of services or any other benefit under this Contract, nor on any other basis prohibited by state or federal law in effect during this Contract.

The Contractor shall comply fully with all applicable federal, state, and local laws, ordinances, executive orders, and regulations which prohibit such discrimination.

21. CONFLICT OF INTEREST

No officer, employee, or agent of the County, or the State of California, or the United States Government, who exercises any functions or responsibility in connection with the planning and implementation of the program funded herein shall have any personal financial interest, direct or indirect, in this Contract, or Contractor. If required by state law or by the County's own conflict of interest code, Contractor shall comply with said laws and code, including but not limited to filing any required statement of economic interests.

22. MISCELLANEOUS PROVISIONS

The parties agree that this Contract is the complete expression of the terms hereto and any oral representations of understanding not incorporated herein are excluded. No other representations, covenants, undertakings or other prior or contemporaneous agreement, oral or written, respecting such matters, which are not specifically incorporated herein, shall be deemed in any way to exist or bind any of the parties hereto. The parties, and each of them, further acknowledge that they have not executed this Contract in reliance on any such promise, representation or warranty.

Both parties recognize that time is of the essence in the performance of the provisions of this Contract.

Waiver of any default shall not be deemed to be a waiver of any subsequent default. Waiver of a breach of any provision of this Contract shall not be deemed to be a waiver of any other subsequent breach and shall not be construed to be a modification of the terms of this Contract unless stated to be such through written mutual agreement of the parties, which shall be attached to the original Contract.

This Contract shall be binding upon the parties and upon their heirs, administrators, representatives, executors, successors and assigns, and shall inure to the benefit of the parties and all related persons or entities, and each of them, and to their heirs, administrators, representatives, executors, successors and assigns.

The parties hereto, and each of them, acknowledge that this Contract is executed voluntarily by all of them, without duress or undue influence on the part or on behalf of any of them. The parties further acknowledge that they have been represented by counsel with respect to the negotiation and preparation of this settlement agreement or do hereby knowingly waive their right to do so, and that they are fully aware of the contents of this Contract and of its legal effect.

The parties have jointly participated in the preparation and drafting of this Contract. Thus, any ambiguity therein shall not be construed in favor of or against either party.

EXECUTION

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS THROUGH THEIR AUTHORIZED REPRESENTATIVES THIS 7th DAY OF NOVEMBER, 2023.

COUNTY OF MONO

CONTRACTOR

Chair, Board of Supervisors

Victoria L. Campbell, Esq.

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Public Works

TIME REQUIRED

SUBJECT Public Works Reclassification

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Reclassification of Judy Curti into the position of Fiscal and Administrative Services Officer, starting at step B.

RECOMMENDED ACTION:

Approve Judy Curti's reclassification to Fiscal and Administrative Services Officer at the pay rate of Range 79, Step B, of the Mono County Public Employee Pay Matrix.

FISCAL IMPACT:

Total cost of the reclassified position for the remainder of Fiscal Year (FY) 2023-24 is \$84,096, of which \$60,217 is salary and \$23,879 is benefits. The total cost for a full year is \$128,617 of which \$92,096 is salary and \$36,521 is benefits. The previous position was budgeted in the FY 2023-24 budget at a lower annual salary of \$83,285. This new position will lead to a FY 2023-24 unbudgeted increase to salary and benefits in the amount of \$6,511. The general fund portion of this amount is \$2,409. This amount is covered by the numerous allocated, unfilled positions in Public Works.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 17607090427 / proten@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
10/27/2023 11:38 AM	County Counsel	Yes

11/1/2023 3:36 PM

Finance

Yes

11/2/2023 7:33 PM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: November 7, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Subject: Public Works Reclassification

Background:

On a separate board agenda item, Judy Curti's position is being reclassified from Administrative Services Specialist to Fiscal and Administrative Services Officer.

Based on Mono County Policy, if a position is reclassified, a recommendation of the Department Head and approval by the Board of Supervisors, is required for that employee to be placed at a step higher than step A. This is also conditioned on the consideration that the employee has demonstrated exceptional qualifications and service to the County, or if justified by equity considerations within the department.

Discussion:

Judy Curti has demonstrated exceptional qualifications and service to Mono County, and to create equity across the types of duties performed, staff recommends that she start this position at Range 79, Step B. To further emphasize the importance of starting at this Step B, Judy has been performing the tasks of a Fiscal and Administrative Services Officer for 5 years. Her experience and her skills continue to grow. The Public Works department has 7 divisions, supporting Roads, Parks, Facilities, Solid Waste, Fleet, Sustainable Outdoors, Campgrounds, Cemeteries, and Engineering that place a very large load on Judy Curti's plate. Judy Curti continues to meet the challenges of our department and is a great asset to Mono County. Therefore, along with her promotion from Administrative Services Specialist to "Fiscal and Administrative Services Officer", I recommend that Judy Curti start this new position at Range 79, Step B.

If you have any questions regarding this item, please contact me at 760-709-0427. I may also be contacted by email at proten@mono.ca.gov.

Respectfully submitted,

Paul Roten
Director of Public Works



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Public Works

TIME REQUIRED

SUBJECT Rock Creek Snow Removal Agreement

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution to provide snow removal services along Rock Creek Road for the State Department of Parks and Recreation.

RECOMMENDED ACTION:

1. Adopt proposed resolution, authorizing entry into an agreement with California State Parks for snow removal services at Rock Creek SNO-Park. 2. Authorize Public Works Director to sign agreement C23550014 between the California Department of Parks and Recreation and Mono County Public Works.

FISCAL IMPACT:

Up to \$47,040 in revenue (\$15,680 per year) to the Road Fund for snow removal services rendered to the California Department of Parks and Recreation

CONTACT NAME: Paul Roten

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report Rock Creek
ROCK CREEK RESOLUTION
Rock Creek Snow Park Contract

History

Time	Who	Approval
10/24/2023 5:28 PM	County Counsel	Yes
11/1/2023 2:27 PM	Finance	Yes
11/1/2023 3:08 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: November 7, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Subject: Rock Creek Road Snow Removal in Support of California Department of Parks and Recreation

Discussion:

Mono County Department of Public Works has historically entered into agreements with the California Department of Parks and Recreation whereby the County is the contractor performing snow removal and ice control services on Rock Creek Road. The scope of work for the County, outlined in exhibit A, calls for snow removal and cindering services on Rock Creek Road from Highway 395 to the Sno-Park during the Sno-Park operating season of October 1 – May 30. This agreement is of mutual benefit to the County and State Parks as the County gets reimbursed for snow removal services on Rock Creek Road and State Parks can operate the Rock Creek Sno-Park without the added overhead of needing to maintain a snow removal capability in that area.

Per SCM Vol 1 3.05 - Contracts with Local Government: "When one of the contracting parties is a county, city, district, or other local public body, the contract shall be accompanied by a copy of the resolution, order, motion, ordinance or other similar document from the local governing body authorizing execution of the agreement."

If you have any questions regarding this item, please contact me at 760-709-0427. I may also be contacted by email at proten@mono.ca.gov.

Respectfully submitted,

Paul Roten
Director of Public Works

Attached:
Resolution R23-XX
Exhibit A: Agreement C23550014



R23-__

**RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
TO PROVIDE SNOW REMOVAL SERVICES ALONG ROCK CREEK ROAD
FOR THE STATE DEPARTMENT OF PARKS AND RECREATION**

WHEREAS, the California Department of Parks and Recreation needs assistance with plowing and cindering along an approximately 5.7 mile-long stretch of Rock Creek Road from Highway 395 to the winter closure gate and the County Department of Public Works has the resources to be able to provide such services; and

WHEREAS, in order to enter into a contract with the County, a state agency requires a Resolution from the Board of Supervisors authorizing such entry.

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

SECTION ONE: The Director of Public Works is hereby authorized to enter into a contract for the provision of plowing and cindering services along Rock Creek Road between Highway 395 and the winter closure gate with the State Department of Parks and Recreation.

PASSED, APPROVED and ADOPTED this ____ day of _____, 2023, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C23550014	PURCHASING AUTHORITY NUMBER (If Applicable)
--------------------------------------	---

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTOR NAME

Mono County Public Works Department

2. The term of this Agreement is:

START DATE

10/01/2023 or upon DPR approval, whichever is later

THROUGH END DATE

09/30/2026, or three years from DPR approval, whichever is later

3. The maximum amount of this Agreement is:

\$ 47,040.00 Forty Seven Thousand Forty Dollars and Zero Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	1
Exhibit B	Budget Details and Payment Provision	2
Exhibit B, Attachment 2	Seasonal Cost Breakdown	2
Exhibit C *	General Terms and Conditions GTC 04/2017	*
Exhibit D	Special Terms and Conditions	5

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.*

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Mono County Public Works

CONTRACTOR BUSINESS ADDRESS

74 N School Street

CITY

Bridgeport

STATE

CA

ZIP

93517

PRINTED NAME OF PERSON SIGNING

Paul Roten

TITLE

Public Works Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER C23550014	PURCHASING AUTHORITY NUMBER (If Applicable)
-------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Parks and Recreation

CONTRACTING AGENCY ADDRESS

715 P Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kristy Papke

TITLE

SSM 1, Business Management Services

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

DGS approval exemptpt

PCC 10351

**EXHIBIT A
(Standard Agreement)**

SCOPE OF WORK

1. Contractor agrees to provide to the Department of Parks and Recreation (DPR) plowing and cindering services as described herein:

Contractor shall provide all tools, equipment and labor necessary to perform winter plowing and cindering services on 5.69128 miles of Rock Creek Road; from Highway 395 to the winter closure gates. Services will be performed on an as needed basis at a minimum of twice per week throughout the SNO-Park season which is from November 1 through May 30.

Invoices will be accompanied by the SNOW removal log, Exhibit B, Attachment 1, completed the same day as service is provided by the equipment operator detailing the following:

- A. Dates of snow removal
- B. Time of snow removal
- C. Number of hours the work was performed
- D. Name of Operator
- E. Type of equipment used
- F. Weather conditions during snow removal
- G. Approximate snow depth on the road surface prior to snow removal

2. The services shall be performed at:
Rock Creek Road near Rock Creek SNO-Park, as well within the Rock Creek SNO-Park, located in Mammoth Lakes, Mono County, CA 93546
3. The services shall be provided during:
Any day and/or time necessary to meet the unpredictable needs of the public. This may include weekends, State or Federal holidays and/or late nights as approved by the County leadership.
4. The project representatives during the term of this Agreement will be:

State Agency:	Department of Parks and Recreation	Contractor:	Mono County Public Works
Section/Unit:	OHMVR	Section/Unit:	
Attention:	Jenn Grady	Attention:	Paul Roten
Address:	715 P Street 13th Floor	Address:	74 N School Street
City/State/Zip Code:	Sacramento, CA 95814	City/State/Zip Code:	Bridgeport, CA 93517
Phone:	916-324-4442	Phone:	866-745-9719
Fax:		Fax:	
E-mail Address:	jenn.grady@parks.ca.gov	E-mail Address:	proten@mono.ca.gov

**EXHIBIT B
(Standard Agreement)**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified in Seasonal Cost Breakdown, marked Exhibit B, Attachment 1, which is attached hereto and made a part of this Agreement.
- B. Invoices shall include Agreement number and all required support documentation and be submitted quarterly in arrears to:

Jenn Grady
jenn.grady@parks.ca.gov

Amy Woodhull
amy.woodhull@parks.ca.gov

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than ninety (90) calendar days following expiration or termination date of this Agreement, unless a later or alternate deadline is agreed to in writing by the project representative. Said invoice should be clearly marked "Final Invoice," thus indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline. Written State approval shall be sought from the project representative prior to the expiration or termination date of this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

5 Disabled Veterans Participation Goals

- A. Upon completion of an awarded contract in which a commitment to achieve a DVBE goal was made, the prime contractor that entered into a subcontract with a DVBE is required to complete and submit form STD. 817 within 60 days to certify payment information to the awarding department, in accordance with Military and Veterans Code (M&VC) Section 999.5.
- B. For contracts awarded on or after January 1, 2021, pursuant to M&VC Section 999.7, the State shall withhold ten thousand dollars (\$10,000) from the final payment, or the full final payment if less than ten thousand dollars (\$10,000), until the prime contractor complies with the certification requirements of M&VC Section 999.5. Prime contractors that fail to comply with the certification requirements shall be given notice and allowed to cure the defect. If after 15 calendar days but not more than 30 calendar days from the date of the notice, the prime contractor fails to comply with the certification requirements, the State shall permanently deduct ten thousand dollars (\$10,000) from the final payment, or the full payment if less than ten thousand dollars (\$10,000). The withholding applies to all contracts with a DVBE subcontractor.
- C. Notwithstanding any other law, an awarding department shall not withhold more than the amount specified on the final payment of any disabled veteran business enterprise contract for the purposes of ensuring compliance with the certification requirements of M&VC 999.5.

Exhibit B, Attachment 1

Seasonal Cost Breakdown

	A	B		C	D	E	F	
Month	Times per week	Hourly Rate - 10 Wheeler	Hourly Rate - operator	Total Hourly Rate	Hours	Total Cost per week (AxBxC)	x 4 weeks	Total For Month
November	2	\$85.00	\$55.00	\$140.00	2	\$560.00	4	\$2,240.00
December	2	\$85.00	\$55.00	\$140.00	2	\$560.00	4	\$2,240.00
January	2	\$85.00	\$55.00	\$140.00	2	\$560.00	4	\$2,240.00
February	2	\$85.00	\$55.00	\$140.00	2	\$560.00	4	\$2,240.00
March	2	\$85.00	\$55.00	\$140.00	2	\$560.00	4	\$2,240.00
April	2	\$85.00	\$55.00	\$140.00	2	\$560.00	4	\$2,240.00
May	2	\$85.00	\$55.00	\$140.00	2	\$560.00	4	\$2,240.00
Total cost per Season								\$15,680.00

All invoices require a completed SNOW removal log for reimbursement.

Seasonal Cost	
23/24	\$15,680.00
24/25	\$15,680.00
25/26	\$15,680.00
Total Cost	\$47,040.00

EXHIBIT D — FEDERAL ENTITY (Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. Disputes

Unless otherwise provided in this agreement, any dispute concerning a question of fact arising under this agreement which cannot be resolved informally shall be decided by the following two-step procedures.

Contractor must provide written notice of the particulars of such disputes to the Project Manager or his/her duly appointed representative. The Project Manager must respond in writing within ten (10) working days of receipt of the written notice of dispute. Should Contractor disagree with the Project Manager's decision, Contractor may appeal to the second level. Pending the decision on appeal, Contractor shall proceed diligently with the performance of this agreement in accordance with the Project Manager's decision. The second level appeal must indicate why the Project Manager's decision is unacceptable, attaching to it Contractor's original statement of the dispute with supporting documents, along with a copy of the Project Manager's response. The second level appeal shall be sent to the Deputy Director of Administrative Services or his/her duly appointed representative. The second level appeal must be filed within fifteen (15) working days of receipt of the Project Manager's decision. Failure to submit an appeal within the period specified shall constitute a waiver of all such right to an adjustment of this agreement. The Deputy Director or designee shall meet with Contractor to review the issues raised. A written decision signed by the Deputy Director or designee shall be returned to Contractor within twenty (20) working days of the receipt of the appeal.

2. Force Majeure

Except for defaults of subcontractors, neither party shall be responsible for delays or failures in performance resulting from acts beyond the control of the offending party. Such acts shall include but shall not be limited to acts of God, fire, flood, earthquake, other natural disaster, nuclear accident, strike, lockout, riot, freight embargo, public regulated utility, or governmental statutes or regulations superimposed after the fact. If a delay or failure in performance by Contractor arises out of a default of its subcontractor, and if such default of its subcontractor, arises out of causes beyond the control of both Contractor and subcontractor, and without the fault or negligence of either of them, Contractor shall not be liable for damages of such delay or failure, unless the supplies or services to be furnished by subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule.

3. Forced, Convict, and Indentured Labor

No foreign-made equipment, materials, or supplies furnished to State pursuant to this agreement may be produced in whole or in part by forced labor, convict labor, or indentured labor. By submitting a bid to State or accepting a purchase order, Contractor agrees to comply with this provision of this agreement.

4. General Terms and Conditions Amendments

The General Terms and Conditions (GTC 04/2017), marked Exhibit C of this agreement, are hereby amended as follows:

A. Indemnification: *Paragraph Number 5, "Indemnification," is hereby replaced with the following provision:*

"The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of

**EXHIBIT D — FEDERAL ENTITY
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 2 of 5

any employee of the United States while acting within the scope of his or her employment, arising out of this agreement.

The State of California shall be liable, to the extent allowed by law, including the Government Tort Claims Act, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this agreement."

- B. Mutual Right to Terminate for Convenience: *Paragraph Number 7, "Termination for Cause," is hereby replaced with the following provision:*

"Either party, upon 30 days written notice to the other party, in writing, may terminate the agreement, in whole or in part, for cause or convenience. The parties shall not incur any new obligations for the terminated portion of the agreement after the notification date of such termination and shall cancel as many obligations affected by the termination as possible. Full credit shall be allowed for each party's expenses and all non-cancelable obligations properly incurred up to the effective date of the termination."

- C. Recycling Certification: *Paragraph Number 9, "Recycling Certification," is deleted in its entirety.*

- D. Non-Discrimination Clause: *Paragraph Number 10, "Non-Discrimination Clause," is hereby replaced with the following provisions:*

"During the performance of this agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set into this agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

The Contractor shall comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964, 40 USC 2000d which prohibits discrimination on the basis of race, color, handicap, or national origin; and (b) Title IX of the Education Amendments of 1972, as amended (20 USC 1681 – 1683, and 1685 – 1686, which prohibits discrimination on the basis of sex."

- E. Governing Law: *Paragraph Number 14, "Governing Law," is hereby replaced with the following provision:*

"This agreement is governed by and shall be interpreted in accordance with the laws of the State of California, and the United States."

- F. Antitrust Claims: *Paragraph Number 15, "Antitrust Claims," is hereby replaced with the following provision:*

"The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Federal Acquisition Regulations, Chapter I, Title 48, Code of Federal Regulations."

**EXHIBIT D — FEDERAL ENTITY
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 3 of 5

- G. Child Support Compliance Act: *Paragraph Number 16, "Child Support Compliance Act," is hereby deleted in its entirety.*

5. Contractor Certification Clauses Amendments

The Contractor Certification Clauses (CCC 04/2017) incorporated within Exhibit C, are hereby amended as follows:

- A. Drug-Free Workplace Requirements: *Paragraph Number 2, "Drug-Free Workplace Requirements," is hereby amended to delete the last paragraph which reads:
"Failure to comply with these requirements may result in suspension of payments under the agreement or termination of the agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above (GC 8350 et seq.)."*
- B. Contracts for Legal Services \$50,000 or More – Pro Bono Requirement: *Paragraph Number 4, "Contracts for Legal Services \$50,000 or More – Pro Bono Requirement," is hereby deleted in its entirety.*
- C. Sweatfree Code of Conduct: *Paragraph Number 6, "Sweatfree Code of Conduct," is hereby replaced with the following provision:

"Contractor shall adhere to all Federal Laws pertaining to sweat shop labor, forced labor, or convict labor."*
- D. Domestic Partners: *Paragraph Number 7, "Domestic Partners," is hereby deleted in its entirety.*

6. Contractor Certification Clauses Amendments – "Doing Business with the State of California"

The Contractor Certification Clauses (CCC 04/2017) – "Doing Business with the State of California," and incorporated within Exhibit C, are hereby amended as follows:

- A. Corporate Qualifications to do Business in California: *Paragraph Number 5, "Corporate Qualifications to do Business in California," is hereby deleted in its entirety.*
- B. Air or Water Pollution Violation: *Paragraph Number 7, "Air or Water Pollution Violation," is hereby amended to preface the provision with the following condition:

"To the extent allowed by Federal Law, . . . "*

7. Potential Subcontractors

Nothing contained in this agreement or otherwise, shall create any contractual relation between State and any subcontractors, and no subcontract shall relieve Contractor of its responsibilities and obligations hereunder. Contractor agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by Contractor. Contractor's obligation to pay its subcontractors is an independent obligation from State's obligation to make payments to Contractor. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

ADDITIONAL PROVISIONS

This Collection Agreement is hereby entered under the provisions of the Cooperative Funds Act of June 30, 1914, 16 U.S.C. 498, as amended.

1. Endorsement

Any State of California (State) contributions made under this agreement do not by direct reference or implication convey Forest Service endorsement of the State's products or activities.

2. Refunds

Contributions authorized for use by the Forest Service, which are not spent or obligated for the project(s) approved under this agreement will be refunded to the State or authorized for use for new projects by the State and approved by the Forest Service.

3. Property Improvements

Improvements placed on National Forest system land at the direction of either of the parties, shall thereupon become property of the Forest Service as other National Forest improvements of a similar nature. No part of this agreement shall entitle the State to any share or interest in the project other than the right to use and enjoy the same under the existing regulations of the Forest Service.

4. Participation in Similar Activities

This agreement in no way restricts the Forest Service or the State from participating in similar activities with other public or private agencies, organizations, and individuals.

5. Taxpayer Identification Number

The State shall furnish its tax identification number upon execution of this agreement.

6. Freedom of Information Act and California Public Records Act

Any information furnished to the Forest Service or the State under this agreement is subject to the Freedom of Information Act (5 U.S.C. 552 et seq.), as well as the California Public Records Act (Cal. Gov. Code § 6250 et seq.).

7. Obligations

Nothing herein shall be considered as obligating the Forest Service or the State to expend or be involved in any agreement or other obligation for the future payment of money in excess of that appropriated for this agreement.

**EXHIBIT D — FEDERAL ENTITY
(Standard Agreement)**

Contractor's Name:

Agreement Number:

Page: 5 of 5

1. Insurance Requirements

When Contractor submits a signed agreement to State, Contractor shall furnish to State a Certificate(s) of Insurance and endorsements in compliance with the following requirements:

A. Policy

The Certificate of Insurance shall: (a) be in a form acceptable to State; (b) be written by an insurer acceptable to State; (c) be maintained at Contractor's sole expense; (d) be in full force for the complete term of the agreement; (e) be primary, and not in excess to any insurance carried by State; (f) be furnished to State within fifteen (15) days, upon request.

B. Coverage

General Liability Insurance: Contractor shall procure commercial general liability insurance covering liability arising out of premises operations, products/completed operations, independent contractors, personal/advertising injury and liability assumed under an insured contract with limits not less than \$1,000,000 each occurrence, \$2,000,000 general aggregate and \$2,000,000 products/completed operations aggregate. Said policy shall apply separately to each insured against whom any claim is made or suit is brought subject to Contractor's limits of liability.

Motor Vehicle Liability Insurance: Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit each accident. Such insurance shall cover liability arising out of an accident involving a motor vehicle in use by Contractor, including, but not limited to, Contractor owned, hired, and non-owned motor vehicles.

Worker's Compensation and Employer's Liability Insurance: Contractor shall maintain statutory worker's compensation and employer's liability insurance for all of Contractor's employees who will be engaged in the performance of work on the property, including special coverage extensions where applicable.

Pollution/Environmental Impairment Liability: Contractor shall maintain Pollution Liability covering the Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services to be performed under this contract. Coverage shall be provided for both work performed on site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 Bodily Injury and Property Damage Combined Single Limit per Occurrence shall be provided. (Applies to construction, work near bodies of water, pesticide spraying, vault pumping, etc.)

C. Endorsements (The following must appear on the Endorsement Page)

Additional Insured: That the State of California, its officers, agents, employees and servants are included as additional insured, but only insofar as the operations under this agreement are concerned. The endorsements are to be provided for the general liability and motor vehicle liability policies.

Waiver of Subrogation: When work is performed on State-owned or controlled property the Workers' Compensation and Employers' Liability policy shall be endorsed with a waiver of subrogation endorsement in favor of the State. This endorsement shall also be provided.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Probation

TIME REQUIRED

SUBJECT Memorandum of Understanding with
Eastern Sierra Unified School District

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Memorandum of Understanding (MOU) with Eastern Sierra Unified School District to provide funding for after-school programs within the District using Proposition 64 Public Health and Safety Grant funds.

RECOMMENDED ACTION:

Approve County to enter into MOU with Eastern Sierra Unified School District and authorize County Administrative Officer to execute said MOU on behalf of the County.

FISCAL IMPACT:

The awarded grant funding is in the amount of \$2,767,916 over a period of five years from May 1, 2023, to April 30, 2028. Any necessary budget changes to incorporate this MOU with the available grant award will be reevaluated at mid-year.

CONTACT NAME: Jeff Mills

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> MOU
<input type="checkbox"/> Instructional Packet
<input type="checkbox"/> Grant Agreement

History

Time	Who	Approval
10/25/2023 2:31 PM	County Counsel	Yes
11/1/2023 4:01 PM	Finance	Yes
11/2/2023 7:21 PM	County Administrative Office	Yes



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

probation@mono.ca.gov

Mark Magit
Presiding Judge
Superior Court

Dr. Karin Humiston
Chief Probation Officer

Date: November 7, 2023
To: Honorable Board of Supervisors
From: Karin Humiston, Chief of Probation
Subject: Memorandum Of Understanding with Eastern Sierra Unified School District

Recommended Action:

Approve County to enter into a Memorandum of Understanding with Eastern Sierra Unified School District and authorize County Administrative Officer to execute said Memorandum of Understanding on behalf of the County.

Discussion:

The Probation Department applied for and was awarded the Proposition 64 Public Health and Safety Cohort 3 Grant. In November of 2016, voters approved Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)*. AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis will be appropriated to the Board of State and Community Corrections.

The Board of State and Community Corrections will make grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the *Control, Regulate and Tax*

Adult Use of Marijuana Act (AUMA). On May 16, 2023, Resolution #23-036 was approved and signed by the Board Authorizing acceptance of the grant.

The Mono County Probation Department in conjunction with the Eastern Sierra Unified School District plans the use of grant funding to start up the Eastern Sierra After School Program and Eastern Sierra High School Safety Program, which targets the need for youth cannabis and substance use prevention and intervention programs; provides trauma informed education about health impacts of youth cannabis use; provides a safe environment after school for academics, recreation and program intervention; and provides objective evaluation of programs on reduction of youth referrals for cannabis use.

On October 18, 2023, the Eastern Sierra Unified School District Board of Trustees approved and signed the Memorandum of Understanding.

Fiscal Impact:

The awarded grant funding is in the amount of \$2,767,916.00 over a period of five years from May 1, 2023, to April 30, 2028.

Attachments:

Memorandum of Understanding

**MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF MONO, ON
BEHALF OF ITS PROBATION DEPARTMENT, AND EASTERN SIERRA UNIFIED
SCHOOL DISTRICT OUTLINING POLICIES AND PROCEDURES FOR
AFTER SCHOOL PROGRAM**

This Memorandum of Understanding (“MOU”) is entered into by and between the County of Mono, on behalf of its Probation Department (“Mono County” and “County”), and the Eastern Sierra Unified School District (“ESUSD” and “District”), collectively, the “Parties.”

RECITALS

- A. ESUSD is a K-12 public school district serving students in the unincorporated areas of Mono County including the towns of Benton, Bridgeport, Chalfant Valley, Coleville, June Lake, Lee Vining, Topaz, and Walker.
- B. Mono County is a political subdivision of the State of California which supervises and administers the Mono County Probation Department (“Department” and “Probation”), which Department performs various functions within the County’s criminal justice system.
- C. In April 2023, the Mono County Probation Department was awarded Proposition 64 Public Health and Safety Cohort 3 grant funds ("Prop 64 grant funds") by the California Board of State and Community Corrections ("BSCC") in the amount of \$2,767,916.00.
- D. The purpose of the Prop 64 money is to fund Mono County's Eastern Sierra After School Program ("Program") over a five (5) year period to provide trauma informed education about the health impacts of cannabis use to individuals between the ages of 14 and 19 years of age; to provide a safe, after-school environment with caring adult supervisors, from the hours of 3:00p.m. - 6:00p.m. for academics, recreation, and program intervention; and to provide objective evaluation of the efficacy of programs on reduction of youth referrals for cannabis use.
- E. The County desires to create and operate the Program at selected school sites within the Eastern Sierra Unified School District to serve the district’s high school students.
- F. ESUSD desires to host the Program at one or more of its school sites and to provide District staff to coordinate and implement the Program.
- G. This MOU shall establish and define the relationship between the County and ESUSD with respect to the implementation of the Program created pursuant to Prop 64 grant funds. Specifically, this MOU sets forth the agreed-upon working relationship between the County, on behalf of its Probation Department, and ESUSD with the goal of creating a safe and productive environment in furtherance of the Program.
- H. The Parties agree that, pursuant to the terms and conditions outlined below, ESUSD shall host and staff the Program in return for reimbursement from the County in accordance with the approved grant budget and any approved modifications.

Therefore, the Parties agree as follows:

TERMS AND CONDITIONS

1. Effective Date. This MOU shall become effective when it is approved and executed by the Mono County Administrator and the ESUSD Board of Education.
2. Term. This MOU shall remain in effect for **five (5) years** from the date of full execution. However, the MOU shall terminate earlier if the Prop 64 grant funds funding source for the Program ceases, automatically terminating at the time the Prop 64 grant funds are no longer available. The County or ESUSD may terminate this Agreement, with or without cause, upon 45-days written notice to the other. If the Agreement is terminated, ESUSD shall no longer be required to provide staff and/or a location on ESUSD property for the Program as required under this Agreement, and the County shall no longer be required to provide funding.
3. County Responsibilities:
 - A. County shall coordinate with ESUSD to decide upon suitable location or locations on ESUSD property for the Program.
 - B. County shall provide ESUSD grant funding for a five-year period beginning May 1, 2023, through April 30, 2028. These funds will be paid from the Prop 64 Cohort 3 grant funds and will serve as reimbursement to ESUSD for staffing to implement the Program.
 - C. County agrees to take all steps necessary to maintain the Prop 64 grant funds for the 5-year duration of the Program, and comply with all terms and conditions which are set forth in Attachment 1: Prop 64 PH&S Grant Program Cohort 3 Request for Proposals, and Attachment 2: Grant Proposal, to the Grant Agreement between the BSCC and the County of Mono ("Grant Agreement"), attached as Exhibit A and incorporated into this Agreement. The County shall comply with all Grant Agreement terms and conditions which include, but are not limited to:
 - i. Designate personnel to ensure successful implementation of the grant program, collection, and management of data, oversee evaluative activities, and serve as the primary point of contact with the BSCC.
 - ii. Attend any mandatory training provided by the BSCC to review the grant program requirements, invoicing and modification processes, data collection and reporting requirements, evaluation requirements, and other management activities. This includes attendance at the BSCC Grantee Orientation for Cohort 3 grantees.
 - iii. Maintain an official file for the Program which contains adequate documentation of all actions taken with respect to the Program, including copies of the Grant Agreement, approved program/budget modifications, financial records reflecting the amount, receipt, and disposition of all project funds, and required reports. All

records related to the Program shall be maintained by the County for a minimum of three (3) years following the termination of the agreement.

- iv. Ensure actual expenditures are made only for eligible project costs as set forth in the July 2020 BSCC Grant Administration Guide, which can be accessed at <https://www.bsc.ca.gov/correctionsplanningandprograms>. The provisions of the BSCC Grant Administration Guide are incorporated by reference into this Agreement.
- v. Submit invoices to BSCC on a quarterly basis through the online process no later than 45 days following the end of each quarter, in accordance with the invoicing and payment schedule set forth in Exhibit B to the Grant Agreement in Exhibit A to this Agreement. This includes maintaining adequate supporting documentation for all costs claimed on invoices. All supporting documentation related to project expenditures must be provided to the BSCC upon request. An invoice shall be submitted to BSCC for each scheduled invoicing period regardless of whether grant funds were expended or requested during the invoice period.
- vi. Submit quarterly progress reports to the BSCC which demonstrate that the Program is making sufficient progress towards goals and objectives and shows that funds are being spent in accordance with the Quarterly Progress Report Period Schedule found at Exhibit A to the Grant Agreement.
- vii. Prepare and submit the following Program evaluations in a timely manner:
 - 1. Local Evaluation Plan, due no later than September 30, 2023.
 - 2. Final Local Evaluation Report, due no later than October 31, 2028.
- viii. Comply with any BSCC request for a Program or financial audit during the five (5) year grant period, and provide the BSCC with a final financial audit, performed by a Certified Public Accountant or a county auditor, no later than October 31, 2028.
- ix. Maintain compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement and ensure that all contracted parties are compliant.
- x. Immediately notify ESUSD if the County becomes ineligible to receive grant funds due to:
 - 1. A change in status of the legalization of the cultivation or retail sale of marijuana or marijuana products in Mono County.
 - 2. Modifications or reductions made to the Prop 64 grant funds by BSCC which would result in an insufficient amount of funds available to reimburse the District pursuant to this Agreement.

3. Loss or elimination of the Prop 64 grant funds and/or cancellation of the Grant Agreement by the County or BSCC.

- D. County shall designate an existing Probation employee to serve as the Program Coordinator ("Program Coordinator"). The Program Coordinator shall be responsible for the planning, budgeting, management, and agency leadership for the Program; provide Program monitoring and assistance with problem solving; and will handle coordination between the County, ESUSD, designated school site administrators and Program employees. The Program Coordinator will act as the liaison between the County and ESUSD to meet the Program Goals and to help maintain a line of communication between the school site and the County.
- E. County shall procure and provide all equipment, materials, and/or supplies required to operate the Program as approved in the grant budget. The equipment, materials and supplies shall remain the property of Mono County.
- F. County shall provide one full-time Deputy Probation Officer ("DPO") – School Resource Officer ("SRO") to staff the Program.

4. ESUSD Responsibilities:

- A. ESUSD shall designate appropriate space for the deployment of the Program and will provide the County with access to use of its facilities, as needed, Monday through Friday, during the school year and part of the summer session.
- B. ESUSD is solely responsible for overhead expenses associated with the Program, such as space and facilities use, janitorial, utilities, internet service, etc. ESUSD shall provide basic supplies and services, such as pens, paper, photocopying, or faxing as required by the Program.
- C. ESUSD shall designate a space for the Program where County employees or contractors may use laptops and mobile phones belonging to the County, and may meet with students, staff, and parents, as necessary.
- D. ESUSD shall recruit and hire positions to staff the Program which will consist of at least one credentialed administrator ("Afterschool Program Manager") and one Coleville High School Program Coordinator and one Lee Vining High School Program Coordinator. The employees shall be selected solely by ESUSD. At its discretion, ESUSD may designate such employees as "temporary." The individuals hired to fill these positions shall be considered employees of ESUSD and shall, under no circumstance, be considered an employee of the County.
- E. Using the Prop 64 Cohort 3 grant funds budgeted as Professional Services, ESUSD shall pay the Afterschool Program Manager, Coleville High School Coordinator, Lee Vining High School Coordinator and Career Technical Education Workshop Mentors salaries and benefits plus the cost of field trips. The total amount of Prop 64 Cohort 3 grant funds

budgeted for reimbursement to the district under the Professional Services Budget Category is \$1,727,421.00.

- F. ESUSD shall provide the County with the following:
- i. Monthly reports of the number of students in attendance of the Program.
 - ii. Monthly reports of the hours worked by all ESUSD-employed Program staff, and the amounts paid to such staff for the hours worked.
 - iii. Survey results (with confidential, including identifiable, student information redacted) of the Program outcomes and satisfaction.
- G. ESUSD staff, including the Afterschool Program Manager, will meet with the Probation Program Coordinator once every six months during the term of this Agreement to evaluate the Program's process and success.
5. Program Record-Keeping. The Program Coordinator and Afterschool Program Manager shall maintain a list of all Program employees, contractors, and volunteers, including their telephone numbers, home addresses, assignments within the Program, and work schedule, and provide that list, as well as any updates, to the County and ESUSD on a quarterly basis, or more frequently if there is significant turnover.

Each County employee or contractor shall maintain a log of his/her meetings with any student and/or parent, which log shall set forth the employee or contractor's name; location of meeting, date, and time of the meeting; the name(s) of the student(s) and/or parent(s) with whom he/she met; and the purpose and outcome of the meeting.

6. Project Evaluation and Reports.
- A. Project evaluation will be conducted by the DPO and Program Coordinator and supervised by the Chief Probation Officer.
 - B. The Parties agree to utilize available technology through Mono County to design and publish a SharePoint system in dashboard format to track and monitor the Program which can be updated by the County or ESUSD personnel. The data entered will be both descriptive and qualitative data as generated by surveys and narrative interviews.
 - C. The following measurements of the Program will be recorded during the effective period of this Agreement: Number of law related classes; Marijuana knowledge (pre and post test scores); Number of diversion intakes; Number of District Attorney petitions; Number of tobacco related referrals in school by month; Number of marijuana related referrals in school; Qualitative information from students soliciting thoughts on whether they are receiving the assistance they need; Number of snacks and meals by month; Qualitative review query of mentors and coordinators; Quarterly meetings with probation and ESUSD staff regarding the progress of the program.

- D. At the completion of each school year, representatives from ESUSD and the County and other interested parties shall meet to discuss findings, challenges, and barriers related to the Program.
 - E. The Program Coordinator and Afterschool Program Manager will jointly prepare and provide the County and the ESUSD Board of Education (or its designee) with a written report once a year (on or before July 31st of each year) regarding the goals and data measured by the SharePoint system.
7. Hiring and Assignment. ESUSD shall generally be responsible for identifying, interviewing, and contracting with qualified District staff for the Program. In coordination with the County, potential employees, contractors, or volunteers may be initially identified and interviewed by the County and recommended to ESUSD for hire. The authority for selection, training, equipping, assignment, supervision, duties and permanent or temporary reassignment of Program employees shall remain solely with the ESUSD. The County shall remain the employer of any Probation employee participating in the Program, including the assigned DPO and Program Coordinator, however no other staff or employee hired or assigned by ESUSD pursuant to the terms of the MOU shall, under any circumstances, be considered an employee of the County.
8. Supervision of Program Employees. Contractors and Volunteers, Day-to-day Program operations are the responsibility of ESUSD's Afterschool Program Manager in coordination with the Probation Program Coordinator. The Afterschool Program Manager shall have the responsibility to schedule teachers, select and train student mentors, arrange potential apprenticeships, schedule activities, and collaborate with the County as necessary.

While providing support in the Program pursuant to this Agreement, all employees, contractors, and/or volunteers shall be supervised by an ESUSD credentialed staff member. Non-ESUSD staff shall at no time be left alone with students without such supervision.

9. Coordination between Program Coordinator, Afterschool Program Manager, and School Site. ESUSD shall coordinate a meeting with Program staff where the County will provide a briefing on the program goals and expectations. ESUSD will be responsible for designating which ESUSD staff must attend these briefings. The Program Coordinator and Afterschool Program Manager will meet with the school site principal and school site afterschool program coordinators on an as-needed basis when any issue arises that needs to be addressed.

The Program Coordinator, Afterschool Program Manager, and designated school site principal should schedule a meeting, if possible, prior to the start of each school year to review school and ESUSD expectations, requirements, and operational procedures.

During the second semester of each school year, a meeting should be held between the Program Coordinator, the Afterschool Program Manager, the designated school site principal, and any other County or ESUSD personnel to address the Program, including (1) an evaluation of the effectiveness of the Program at the site and (2) identification and possible resolution of any developing concerns.

10. Cooperation with ESUSD Staff. Although County staff and contractors assigned to the Program are supervised by Probation, and not the ESUSD, all County personnel working with or interacting at school or with students in ESUSD shall take reasonable steps to work cooperatively with designated school site administration and staff consistent with his/her responsibilities and performance of the duties outlined in this Agreement in accordance with the policies, rules, and regulations of and applicable to ESUSD. In performing these duties, all County personnel working with or interacting within ESUSD shall comply with all applicable local, state, and federal laws. The Program Coordinator and any other County personnel working with or interacting at any school site or with any student in ESUSD will maintain familiarity with the ESUSD policies, rules, and regulations.
11. Confidentiality. The County and its agents, independent contractors, personnel and/or employee(s) shall maintain the confidentiality of all information received in the course of providing support and/or performing services under the terms of this Agreement. Both the County and ESUSD shall inform each individual participating in the Program, and any other individual falling under the terms of this Agreement, of federal and California state laws governing the privacy and confidentiality of student information, including but not limited to the Family Educational Rights and Privacy Act ("FERPA"), Cal. Civ. Code § 1798 et seq., and Cal. Educ. Code § 49062, and other state and federal law. Each Party hereby provides satisfactory assurances to the other party that confidential education information will be appropriately safeguarded through the execution of this Agreement. This requirement to maintain confidentiality shall extend beyond the termination of this Agreement. The County shall be permitted access to student data only where permissible under state and federal law and as set forth in this Agreement.
12. Campus Security. Program employees, contractors, and volunteers will augment designated school site administrators, faculty, and security staff to keep the Program site safe. As reasonably practicable, Program personnel will work with school security staff to identify security issues and to take reasonable steps to create a safe environment for students.
13. Budget Contingency. The Parties understand and agree that the Grant Agreement is valid and enforceable only if sufficient funds are made available to the BSCC through the Proposition 64 Initiative via the State and Local Government Law Enforcement Account. BSCC's obligation to provide grant funds in accordance with the Grant Agreement is contingent upon the availability of sufficient funding. In the event grant funding becomes insufficient, the Parties agree to cooperate to coordinate future operation of the Program, and/or end the Program. BSCC must provide the County, and the County must provide ESUSD with advanced written notice that grant funds will become unavailable.
14. Loss of Prop 64 Grant Funds. Sole responsibility for maintenance of the Prop 64 grant funds lies with the County. In the event the County is unable to maintain the Prop 64 grant funds due to its own errors or omissions, and/or failure to comply with the terms and conditions of the Grant Agreement, the following will apply:
 - A. The County shall continue to reimburse ESUSD for the expenses of the Program, including but not limited to payment of the salaries of all staff hired by ESUSD for the Program, as set forth in this Agreement until such time as the Program has ended and the district has successfully released any Program personnel.

15. Independent Contractor Status. In no event shall this Agreement be construed as establishing a partnership, joint venture, or similar relationship between the Parties hereto, and nothing herein contained shall be construed to authorize either Party to act as agent for the other. ESUSD and the County shall be liable for their own debts, obligations, acts and omissions.

16. Mutual Defense and Indemnification. Each Party shall defend, indemnify, and hold the other party, its officers, employees, and agents harmless from and against any and all liability, loss, expense including reasonable attorney's fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorney's fees, or claims for injury or damages are caused by the or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, or employees.

17. Insurance. Each Party agrees to maintain commercial general liability insurance including contractual liability, and professional liability, with limits not less than \$1 million per occurrence and \$2 million annual aggregate. Each Party further agrees that, with respect to insurance coverage maintained by it, it will provide evidence of such insurance upon request and notify the other as soon as possible and cooperate with the other in the investigation and/or settlement of any loss or damage or potential loss or damage arising out of this agreement. In addition, the Parties shall maintain Workers Compensation according to statutory limits as required by law.

18. Fingerprinting and TB Clearance. Through this Agreement, the County warrants and assures ESUSD that all its employees, independent contractors and volunteers assigned to provide supervision, support, and/or mentoring in the Program have been, or will be, cleared of any serious or violent felonies in accordance with the procedures outlined in Education Code section 45125.1 and of tuberculosis (TB) in accordance with the procedures outlined in Education Code section 49406. The County agrees that none of its employees, independent contractors, or volunteers will be permitted to have contact with any District students until the records check and TB screening is completed. No employee, independent contractor, or volunteer with a record of a conviction for a serious and/or violent felony, or with infectious TB, may be assigned to perform services which will place them in contact with students without the prior written approval of the ESUSD. Volunteer requirements and paperwork must be completed before non-employee community members begin to work within the district.

19. Nondiscrimination. The Parties both accept candidates for participation in the Program without regard for race, sex, color, religion, national origin or ancestry, age, marital status, disability, veteran's status, personal appearance, gender identity or expression, sexual orientation, familial status, family responsibilities, political affiliation, source of income, or any other protected status in accordance with the laws of California and of the United States.

20. Notice. All notices or other communications under this Agreement shall be in writing and shall be personally delivered or sent by commercial overnight courier, facsimile, electronic mail, or certified mail, return receipt requested, addressed to the respective Parties as follows:

ESUSD
Eastern Sierra Unified School District
Attn: Superintendent Heidi Torix
231 Kingsley Street
Bridgeport, CA 93517
Phone: (760) 932-7443
Email: htorix@esUSD.org

County
Mono County Probation Department
Attn: Karin Humiston
57 Bryant Street
Bridgeport, CA 93517
Phone: (760) 932-5572
Email: khumiston@mono.ca.gov

21. Entire Agreement. This Agreement contains the entire agreement between the Parties. It supersedes any and all other agreements, either oral or in writing between the Parties with regard to its subject matter and no other statement or promise relating to the subject matter of the Agreement that is not contained in this document shall be valid or binding.
22. Cooperation. The County and ESUSD will cooperate with each other to coordinate and integrate activities and information so that services provided by the Program are accessible to all eligible students in the district, and all Prop 64 grant funds may be sufficiently maintained for the five (5) year period. Furthermore, both Parties agree to honor, esteem, and respect each other's policies and procedures.
23. Sole Benefit. This Agreement is for the sole benefit of ESUSD and the County; no other third party shall be a beneficiary of or have any right to enforce the terms of this Agreement.
24. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which together shall constitute a single agreement. A facsimile version of any Party's signature shall be deemed an original signature. Each counterpart shall be deemed an original and the same document for all purposes.
25. California Law. This Agreement shall be governed by, and the rights, duties and obligations of the Parties shall be determined and enforced in accordance with the laws of the State of California. The parties further agree that any action or proceeding brought to enforce the terms and conditions of this Agreement shall be maintained in Mono County, California.
26. Amendments/Modifications. The terms and conditions of this Agreement may be amended, but only if the amendment is done in writing and agreed to by both Parties.
27. Signature Authority. Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

This Agreement constitutes the entire agreement between the Parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. No amendment, consent, or waiver of terms of this Agreement shall bind either Party unless in writing and signed by all Parties. Any such amendment, consent, or waiver shall be effective only in the specific instance and for the specific purpose given. The Parties, by signature below of their authorized

representatives, acknowledge having read and understood the agreement and agree to be bound by its terms and conditions.

COUNTY OF MONO

By: _____
Sandra Moberly
County Administrative Officer

Dated: _____

Approved as to form:

County Counsel

Approved by Risk Management:

Risk Manager

EASTERN SIERRA UNIFIED SCHOOL DISTRICT

By: _____

Dated: _____

Ricky McCoy
President, Board of Education

By: _____

Dated: _____

Steven Wright
Clerk, Board of Education

By: _____

Dated: _____

Heidi Torix
Superintendent



Proposition 64 Public Health and Safety Grant Program

REQUEST FOR PROPOSALS COHORT 3 INSTRUCTION PACKET

Eligible Applicants:
California Counties
California Cities

Grant Period: May 1, 2023 to April 30, 2028

RFP Released: October 17, 2022

Letters of Intent Due: November 18, 2022

Proposals Due: December 2, 2022



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TABLE OF CONTENTS

Contents

PART I: GRANT INFORMATION	1
Grant Program Background	1
Contact Information	1
Proposal Due Date and Submission Instructions	2
Bidders' Conference - Virtual	3
Lead Public Agency	3
Letter of Intent	4
Eligibility for Funding	4
Grant Program Description	5
General BSCC Grant Requirements	8
Project Funding Information	11
Project Evaluation Requirements	13
BSCC Executive Steering Committee Process	14
Overview of the RFP Process	14
PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS	17
Proposal Abstract	18
Proposal Narrative	18
Proposal Budget	20
Additional RFP Information	21
RFP Mandatory Documents	22
APPENDICES	23
APPENDIX A Glossary of Terms	24
APPENDIX B Sample Letter of Eligibility	31
APPENDIX C Evidence-Based Resources	32
APPENDIX D Sample Grant Agreement	34
APPENDIX E Sample Governing Board Resolution	50
APPENDIX F Certification of Compliance with BSCC Policies	51
APPENDIX G Sample BSCC Comprehensive Monitoring Visit Tool	52
APPENDIX H County Population Index	62
APPENDIX I Sample Local Evaluation Plan/Report Components	63
APPENDIX J Prop 64 PH&S Grant Executive Steering Committee	66
APPENDIX K Criteria for Non-Governmental Organizations	67
APPENDIX L Sample Prop 64 PH&S Grant Program Work Plan	69

CONFIDENTIALITY NOTICE

All documents submitted as a part of the Proposition 64 Public Health and Safety Grant Program proposal are public documents and may be subject to a request pursuant to the California Public Records Act. The BSCC cannot ensure the confidentiality of any information submitted in or with this proposal. (Gov. Code, §§ 6250 et seq.)

PART I: GRANT INFORMATION

Grant Program Background

In November of 2016, voters approved Proposition 64, the *Control, Regulate and Tax Adult Use of Marijuana Act* (AUMA). AUMA legalized the recreational use of marijuana in California for individuals 21 years of age and older. Proposition 64, in pertinent part, provides that a portion of the tax revenue from the cultivation and retail sale of cannabis or cannabis products will be appropriated:

To the Board of State and Community Corrections for making grants to local governments to assist with law enforcement, fire protection, or other local programs addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act. The board shall not make any grants to local governments that ban both indoor and outdoor commercial cannabis cultivation, or ban retail sale of cannabis or cannabis products pursuant to Section 26200 of the Business and Professions Code or as otherwise provided by law.

Total funding available for this Request for Proposals (RFP) for Cohort 3 is \$150,000,000. The total available grant funds in this RFP is contingent on timely deposits made available to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account through fiscal year 2021-22. Successful applicants will be funded for a five-year grant project cycle commencing on May 1, 2023 and ending on April 30, 2028.

Contact Information

This Request for Proposal (RFP) provides the information necessary to prepare a proposal to the BSCC for grant funds available through the Prop 64 PH&S Grant Program.

The BSCC staff cannot assist the applicant or its partners with the actual preparation of the proposal. Any technical questions concerning the RFP, the proposal process, or programmatic issues must be submitted by email to:
Prop64_Grant3@bscc.ca.gov.

The BSCC will accept and respond to questions about this RFP until December 2, 2022. Frequently asked questions and answers (FAQs) concerning the BSCC's RFP process, and the Prop 64 solicitation will be posted on the BSCC website and updated periodically through November 29, 2022.

Proposal Due Date and Submission Instructions

The Proposition 64 Public Health and Safety Grant Program, Cohort 3 Proposal Package submission is available through an online portal submission process. Applicants must submit proposals through the BSCC-Submittable online portal by **5:00 p.m. on December 2, 2022** at which time the portal will close and no longer accept applications.

Please allow sufficient time to begin and submit your application. If the BSCC does not receive a submission by 5:00 p.m. (PST) on December 2, 2022, the proposal **will not** be considered for funding. Applicants are strongly advised to submit proposals in advance of the due date and time to avoid disqualification.

Submission Instructions

READ THIS ENTIRE RFP DOCUMENT PRIOR TO INITIATING THE APPLICATION PROCESS. This RFP Instruction Packet contains all the necessary information to successfully complete and submit the Prop 64 application for Cohort 3.

As part of the online BSCC-Submittal Application process, applicants will be required to download several mandatory forms that must be completed, signed, and uploaded at specific prompts within the BSCC-Submittable Application prior to submission. These documents are available for download at: <http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>.

1. Letter of Eligibility
2. Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft, and Embezzlement
3. Criteria for Non-Governmental Organizations Receiving BSCC Funds
4. Letter(s) of Commitment – Sample
5. Project Work Plan
6. Governing Board Resolution – Sample (optional; not required for proposal submission)

The Prop 64 Grant Program, Cohort 3 RFP is accessible by clicking the “BSCC-Submittable Application” button located on the Prop 64 Grant Program Homepage at: <http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>. You will be prompted to create a free Submittable account and log-in (or sign into an existing account) prior to accessing the online RFP. Additional RFP instructions are provided within the BSCC-Submittable Application. Note: Most of the fields within the RFP require information to be entered; therefore, the system will not allow application submission if all mandatory fields are not completed.

Once you have successfully submitted the proposal through the BSCC-Submittable Application process, you will receive an email acknowledging your application has been received.

If you experience any challenges submitting your Prop 64 Grant Program Cohort 3 RFP, please email the BSCC at: Prop64_Grant3@bscc.ca.gov. Be advised that applicants contacting the BSCC at the close of the submission due date/time may not receive timely responses. Please allow sufficient time for BSCC staff to provide technical assistance.

Bidders' Conference - Virtual

Prospective applicants are invited – but not required – to attend a Bidders' Conference. The purpose of a Bidders' Conference is to answer technical questions from prospective bidders (applicants) and provide clarity on RFP instructions. There is no preference given to applicants who attend the Bidders' Conference. Details for the Bidders' Conference are listed below:

Proposition 64 Public Health and Safety Grant Program, Cohort 3 Bidders' Conference

Wednesday, November 9, 2022

1:30 p.m.

Via Zoom:

<https://us02web.zoom.us/j/88155648005?pwd=cm9SNzh3bjZaMGo4dXVBU0MwYjBydz09>

Meeting ID: 881 5564 8005

Passcode: 281824

We request that applicants who plan to attend the Bidders' Conference, RSVP by email with their name, title, and name of their agency/organization.

EMAIL RSVP to: Prop64_Grant3@bscc.ca.gov.

(Subject line: Prop 64 PH&S Grant Program Bidders' Conference)

Please note: The Prop 64 PH&S Grant Program Bidders' Conference will be recorded and posted to the BSCC website for future reference.

Lead Public Agency

All Prop 64 PH&S local government grantees are required to designate a Lead Public Agency (LPA) to serve as the coordinator for all grant activities. LPA means a governmental agency with local authority of or within that county or city. The applicant may choose to fill the role of LPA itself or it may designate a department, agency, or office under its jurisdiction to serve as the LPA. The role of the LPA is to coordinate with local government agencies and non-governmental organizations (if applicable) to ensure successful implementation of the grant program. The LPA is responsible for data collection and management, overseeing evaluative activities, and will serve as the primary point of contact with the BSCC.

Letter of Intent

Applicants interested in applying for the Prop 64 PH&S Grant Program, Cohort 3 are asked, but are not required, to submit a non-binding Letter of Intent. These letters will aid the BSCC in planning for the proposal review process.

There is no formal template for the letter, but it should include the following information:

- Name of the Applicant (city, county, or city and county),
- Name of the lead public agency (LPA),
- A brief statement indicating the county or city's intent to submit a proposal, and
- Name of a contact person.

Failure to submit a Letter of Intent is not grounds for disqualification. Similarly, prospective applicants that submit a Letter of Intent and decide later not to apply will not be penalized.

Please submit your non-binding Letter of Intent by November 18, 2022 via email:

Email Responses: Prop64_Grant3@bscc.ca.gov
(Subject line: Prop 64 Grant Letter of Intent)

Eligibility for Funding

Eligible applicants must be local governments that have not banned both indoor and outdoor commercial cannabis cultivation, or retail sale of marijuana or marijuana products.

Local governments awarded Proposition 64 PH&S Grant funds in previous RFPs are eligible to apply to this current solicitation (i.e., Cohort 3).

For purposes of this RFP, the following definitions apply:

“Local governments” means cities, counties, and cities and counties in the State of California.

“Ban the cultivation” means

Regulations, ordinances, or amendments to local government charters that prohibit both the:

- indoor commercial cannabis cultivation (including mixed light cultivation), and
- outdoor commercial cannabis cultivation,
within the local government's jurisdiction/authority that is not otherwise preempted by state law.

NOTE: Cultivation of cannabis is not banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial

cannabis cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cultivation, and outdoor commercial cannabis cultivation, activities within the local government’s jurisdiction/authority (see Appendix A).

“Ban retail sale” means

- Regulations, ordinances, or amendments to local government charters that prohibit the local establishment or local operation of any or all businesses licensed under Division 10 (commencing with Section 26000) of the Business and Professions Code.
- Businesses must be allowed to have a physical presence (i.e., brick and mortar location) within the local government’s jurisdiction/authority.

NOTE: Retail sale of cannabis is not banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government’s jurisdiction/authority (see Appendix A).

Cannabis delivery services operating within the jurisdiction of a local government without a physical retail presence (i.e., brick and mortar location(s)) within that jurisdiction does not make the local government eligible for Prop 64 funding.

Local governments in California must meet the above eligibility criteria by December 2, 2022 to be considered for funding under this Prop 64 PH&S Grant Program, Cohort 3 RFP and must maintain eligibility for the duration of the grant period.

Applicants are required to submit a Letter of Eligibility (as part of the RFP submittal process), detailing how the city, county, or city and county meets the above criteria, including the dates the regulations, ordinances, or amendments to local government charters became enacted/effective (see Appendix B). Jurisdictions *in the process* of legalizing the cultivation or retail sale of marijuana or marijuana products will be ineligible for current funding under this Prop 64 PH&S Grant Program, Cohort 3 RFP.

Additionally, if a grant award is made to a city, county, or city and county (eligible at the time of award) but becomes ineligible post-award, the contract with the Grantee will be terminated and any remaining funds will cease to be disbursed for the rest of the contract term.

Applicants may want to review the data compiled by the Department of Cannabis Control (DCC) for their jurisdiction at: <https://cannabis.ca.gov/cannabis-laws/where-cannabis-businesses-are-allowed/>. The BSCC will not use this data to determine ineligibility; however, the BSCC may consider the information contained on the DCC’s website to request additional eligibility information from the applicant.

Grant Program Description

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety

associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

Eligibility to Apply

Eligible applicants for Prop 64 PH&S Grant Program awards are:

- California Counties – Applications must be submitted by the Board of Supervisors or the Chief County Administrative Officer;
- California Cities – Applications must be submitted by the City Council or the Administrative Office of the City;
- California City and County – Application must be submitted by the Board of Supervisors, the Chief Administrative Officer, or City Council;

Counties and cities previously awarded Proposition 64 PH&S Grant monies are eligible for Cohort 3 funding.

Eligible applicants **may not** submit more than one (1) proposal for funding consideration.

Eligible Activities

Applicants must propose activities/strategies that fall within the four (4) Project Purpose Areas (PPAs) defined below. Applicants may either implement new activities, strategies, or programs, *OR* expand existing activities, strategies, or programs (without the supplantation of funds – see Supplanting definition on page 12).

All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of adult use recreational cannabis in California.

Applicants must identify and address one (1) or more of the PPAs listed as it relates to the local impact of legalizing cannabis in California. Project activities, strategies, and programmatic efforts may overlap within the listed PPAs. Each identified PPA activity, strategy, and programmatic effort does not have to relate to another identified PPA need(s). All project activities, strategies, and programmatic efforts must be associated with the implementation of AUMA (i.e., local impacts due to the legalization of cannabis in California).

Prop 64 PH&S Grant Program Project Purpose Areas (PPAs)

PPA 1: Youth Development/Youth Prevention and Intervention

For the purposes of this RFP, youth are defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

Youth development programs should be designed to improve the lives of children and adolescents by meeting their basic physical, developmental, and social needs and by helping them to build the competencies needed to become successful adults.

Youth Prevention and Intervention programs should address preventing youth substance use and addiction and/or intervening to promote healthy behaviors and environments while minimizing illness, injury, and other harms associated with substance use. Approaches may include preventing exposure, preventing youth from progressing from substance use to misuse, and preventing the onset of addiction, overdose, and other harms associated with misuse.

Youth development/youth prevention and intervention programs should be trauma-informed, culturally relevant, developmentally appropriate, community-driven, and promising / evidence-based (refer to Appendix A and Appendix C). These programs are intentional, prosocial approaches that engage youth within their communities, schools, organizations, peer groups, and families in a manner that is productive and constructive; recognizes, utilizes, and enhances young people's strengths; and promotes positive outcomes for young people by providing opportunities, fostering positive relationships, and furnishing the support needed to build on their strengths. Programs for youth should increase the individual's protective factors (e.g., positive family support; caring adults; positive peer groups; strong sense of self/self-esteem, and engagement in school and community activities).

Activities that may be funded include but are not limited to: peer mentoring or community-based mentoring; job training/apprenticeships; cannabis substance use education; cannabis substance use treatment; prosocial activities; juvenile record expungement; and youth outreach programs.

It is highly encouraged that applicants consider including a youth component as part of their overall project strategy; however, it is not mandatory.

PPA 2: Public Health

Public health refers to activities for protecting the safety and improving the health of communities through education, policy/infrastructure making, and research for the safety of the community.

Activities that may be funded include but are not limited to: public health training and education; public information and outreach; inspection and enforcement of cannabis businesses; behavioral and mental health treatment; cannabis product safety; testing/safety equipment; pesticide impact efforts; drinking and waste water system updates; air quality efforts; and other environmental-system updates.

PPA 3: Public Safety

Public Safety refers to the welfare and protection of the general public, including but not limited to the prevention and protection of the public from dangers affecting safety such as crimes, disasters, or impacts due to the legalization of cannabis.

Activities that may be funded include but are not limited to: code enforcement; retail theft; public information and outreach; training efforts; law enforcement; community planning or development efforts; cannabis delivery compliance; protective safety equipment; update to technology systems (track & trace); transportation impacts, water storage issues; fire protection; fuel mitigation and/or fuel reduction; and wildland/urban interface planning and implementation.

PPA 4: Environmental Impacts

Environmental impact refers to the prevention of human injury and promoting well-being by identifying and evaluating environmental resources and hazardous agents by limiting exposures to hazardous physical, chemical, and biological agents in air, water, soil, food, and other environmental media or settings that may adversely affect human health.

Activities that may be funded include but are not limited to: technology/software; odor abatement; nuisance abatement; forest management; hazardous clean-up; sediment testing; water systems and storage; cultivation code enforcement; aquatic protections; fire protections; and pesticide impacts.

General BSCC Grant Requirements

Grant Agreement

Applicants approved for funding by the BSCC are required to enter into a Grant Agreement with the BSCC. Grantees must agree to comply with all terms and conditions of the Grant Agreement. See Appendix D for a sample contract (State of California: Contract and General Terms and Conditions).

The Grant Agreement start date is expected to be May 1, 2023. Grant Agreements are considered fully executed only after they are signed by both the Grantee and the BSCC. Work, services, and encumbrances should not begin prior to the Grant Agreement start date. If a grantee chooses to incur costs for reimbursement, any work, services, and encumbrances which occur after the start date but prior to grant agreement execution may not be reimbursed. Grantees are responsible for maintaining their Grant Agreement, all invoices, records, and relevant documentation for at least three (3) years after the final payment under the contract.

Governing Board Resolution

Local governmental applicants must submit a resolution from their governing board addressing specified requirements as included in the sample Governing Board Resolution, which can be found in Appendix E. A signed resolution is not required at the time of proposal submission; however, grant recipients must have a resolution on file for the Prop 64 PH&S Grant before a fully executed grant agreement can be completed.

Funding Awards

Disbursement of grant funds occurs on a reimbursement basis for costs incurred during a reporting period. The State Controller's Office (SCO) will issue the warrant (check) to the individual designated on the application form as the Financial Officer for the grant. Grantees must submit invoices to the BSCC on a quarterly basis through the online process no later than 45 days following the end of each quarter. Grantees must maintain adequate supporting documentation for all costs claimed on invoices. BSCC staff will conduct a desk review process which requires grantees to submit electronic documentation to support all grant funds claimed during the invoicing period and on-site monitoring visits that will include a review of documentation maintained as substantiation for project expenditures.

Audit Requirements

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

In addition, the BSCC reserves the right to call for a program or financial audit at any time between the execution of the grant agreement and three (3) years following the end of the grant period.

The Department of General Services, the Bureau of State Audits, Department of Finance, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this grant.

Quarterly Progress Reports

Grant award recipients are required to submit quarterly progress reports (QPRs) to the BSCC. QPRs are a critical element in BSCC's monitoring and oversight process. Grantees who are unable to demonstrate that they are making sufficient progress toward project goals and objectives and show that funds are being spent in accordance with the Grant Agreement could be subject to the withholding of funds. Once grants are awarded, the BSCC will work with grantees to create custom QPRs.

Grantee Orientation Process

Following the start of the grant period, BSCC staff will conduct a Grantee Orientation (at a date to be determined later). The purpose of this mandatory training is to review the program requirements, invoicing and modification processes, data collection and reporting requirements, evaluation requirements, as well as other grant management and monitoring activities. Typically, the Project Director, Financial Officer, and Day-to-Day Contact must attend. *If an in-person training is scheduled, Grant recipients may use Prop 64 PH&S Grant funds for travel-related expenditures such as airfare, mileage, meals, lodging, and other per diem costs. Applicants should include potential travel costs in the budget section of the proposal under the "Other" category for this event.

Travel

Travel is usually warranted when personal contact by project staff is the most appropriate method of conducting project-related business. Travel to and from training conferences may also be allowed. The most economical method of transportation, in terms of direct

expenses to the project and the employee's time away from the project, must be used. Projects are required to include sufficient per diem and travel allocations for project-related personnel, as outlined in the Grant Agreement, to attend any mandated BSCC training conferences or workshops outlined in the terms of the program.

Units of Government

Units of government may follow either their own written travel and per diem policy or the State's policy. Units of government that plan to use cars from a state, county, city, district carpool, or garage may budget either the mileage rate established by the carpool or garage, or the state mileage rate, not to exceed the loaning agency rate.

Non-Governmental Organizations (NGOs)

An NGO receiving BSCC funds must use the California State travel and per diem policy, unless the grantee's written travel policy is more restrictive than the State's, in which case it must be used. Reimbursement is allowed for the cost of commercial carrier fares, parking, bridge, and road tolls, as well as necessary taxi, bus, and streetcar fares. This policy applies equally to NGOs that receive grant funds directly from the BSCC and those that receive grant funds indirectly through a subcontract with another NGO that received a BSCC grant award.

Out-of-State Travel

Out-of-state travel is restricted and only allowed in exceptional situations. Grantees must receive written BSCC approval prior to incurring expenses for out-of-state travel. Even if previously authorized in the Grant Award, grantees must submit to the BSCC a separate formal request (on grantee letterhead) for approval. Out-of-state travel requests must include a detailed justification and budget information.

In addition, California prohibits travel, except under specified circumstances, to states that have been found by the California Attorney General to have discriminatory laws. The BSCC will not reimburse for travel to these states unless the travel meets a specific exception under Government Code section 11139.8, subdivision (c). For additional information, please see: <https://oag.ca.gov/ab1887>.

Debarment, Fraud, Theft, or Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the BSCC will not enter into contracts or provide disbursements or reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three (3) years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the grant contract.

The BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All applicants must complete Appendix F certifying they are in compliance with the BSCC's policies on debarment, fraud, theft, and embezzlement.

Compliance Monitoring Visits

BSCC staff will conduct periodic monitoring of each project to assess whether the project is in compliance with grant requirements and making progress toward grant objectives. As needed, monitoring visits may also occur to provide technical assistance on fiscal, programmatic, evaluative, and administrative requirements. For your reference, a sample monitoring visit checklist is contained in Appendix G.

Project Funding Information

Grant Period

Successful proposals will be funded for a five-year grant project cycle commencing on May 1, 2023 and ending on April 30, 2028.

However, additional time (May 1, 2028 through October 31, 2028) is included in the term of the contract for the sole purposes of:

- 1) Finalizing and submitting a required Local Evaluation Report, and
- 2) Finalizing and submitting a required financial audit.

Funding Amount

A total of \$150,000,000 in state funding is available for local projects through this RFP, contingent on timely deposits to the BSCC through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. The maximum amount for which any eligible single applicant may apply is \$3 million.

Applicants are encouraged to request only the amount of funds needed to support their proposal and the amount that can be justified with supporting documentation/information. All applicants must build their proposal, objectives, activities, timelines, and budget information for all five (5) years of the grant cycle. For example, if an applicant is requesting the maximum award amount of \$3,000,000, the budget detail must clearly illustrate how that \$3,000,000 will be allocated across the entire five (5) years (see Budget Section for instructions).

All project components and activities must link to the intent of the Prop 64 PH&S Initiative - local impacts due to the legalization of adult use recreational cannabis in California.

Funding Distribution and Funding Thresholds

The total available funding of \$150,000,000 will be awarded within four categories and applicants will only compete with other applicants within that category. Recognizing that different sized jurisdictions have different capacities, resources, and needs, these categories were established so a percentage of the overall available funding will be set aside for small, medium, and large counties (and cities within those counties). The categories and amounts available for each are as follows:

1. Small counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds, which equates to \$30,000,000.
2. Medium counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to \$30,000,000.
3. Large counties, and all cities within those counties, will compete for 20 percent (20%) of the total Prop 64 PH&S grant funds which equates to \$30,000,000.

The categorization of counties as small, medium, or large is based on county population figures published by the California Department of Finance (see Appendix H). Cities will be categorized based on the county they are located.

The remaining 40 percent (40%) of the total Prop 64 PH&S grant funds will be used to fund the overall highest-rated proposals not funded through the small, medium, and large county set-aside categories.

4. The highest rated proposals that did not receive an award under the above categories will compete for the remaining 40 percent (40%), or \$60,000,000, regardless of county size category.

Funds in the small, medium, and large categories will be awarded first. Should there be a proposal that is only partially funded through a county-size category due to not having sufficient funds for a full proposal request, those proposals will be fully funded first using funds within the 40 percent (40%) category.

If there are not sufficient qualified applicants in any set-aside county-size category to exhaust all funds, those funds will be used to augment the 40 percent (40%) highest-rated category.

Minimum Score

Applicants must receive at least **50%** of the total points available to be considered for funding (i.e., qualified applicants). See Rating Factors, page 15.

Match Requirement

The Prop 64 PH&S Grant Program does not require matching and/or leveraged funds.

Supplanting

Supplanting is the deliberate reduction in the amount of federal, state, or local funds being appropriated to an existing program or activity because grant funds have been awarded for the same purposes.

Supplanting is strictly prohibited for all BSCC grants. BSCC grant funds shall be used to support new program activities or to augment existing funds which expand current program activities. BSCC grant funds shall not be used to replace existing funds.

It is the responsibility of the Grantee to ensure that supplanting does not occur. The Grantee must keep clear and detailed financial records to show that grant funds are used only for allowable costs and activities.

Project Evaluation Requirements

In addition to quarterly progress reports (QPRs), projects selected for funding will be required to submit to the BSCC: (1) a Local Evaluation Plan and (2) a Local Evaluation Report.

Local Evaluation Plan - The purpose of the Local Evaluation Plan (LEP) is to ensure that projects funded by the BSCC can be evaluated. Applicants will be expected to include a detailed description of how they plan to assess the effectiveness of the proposed program in relation to each of its goals and objectives identified in the proposal. The LEP should describe the evaluation design or model that will be used to evaluate the effectiveness of the project component(s), with the project goals and the objectives clearly stated. Applicants should include criteria for both process and outcome evaluations. Once submitted, any modifications to the LEP must be approved in advance by the BSCC. More detailed instructions on the LEP will be made available to successful applicants. See Appendix I for a sample of evaluation components.

Local Evaluation Report - Following project completion, grantees are required to complete a final Local Evaluation Report (LER) which must be in a format prescribed by the BSCC. The purpose of the final LER is to determine whether the overall project was effective in meeting the goals laid out in the LEP. To do this, the grantee must assess and document the effectiveness of the activities that were implemented. These activities should have been identified in the previously submitted LEP. More detailed instructions on the LER will be made available to successful applicants.

Applicants are strongly encouraged to identify research partners early on and include them in the development of the proposal, to better ensure that the goals and objectives listed in the proposal are realistic and measurable. Applicants are also strongly encouraged (but not required) to use outside evaluators to ensure objective and impartial evaluations. Specifically, applicants are encouraged to partner with state universities or community colleges for evaluations. Evaluation planning, oversight, and reporting activities may be funded by the Prop 64 PH&S Grant Program monies and should be identified within the applicant's proposed budget.

BSCC Executive Steering Committee Process

Prop 64 PH&S Grant Program Executive Steering Committee

To ensure successful program design and implementation, the BSCC uses Executive Steering Committees (ESCs) and Advisory Groups to inform decision-making related to the Board's programs. These committees are composed of subject matter experts and stakeholders representing both the public and private sectors. The BSCC makes every attempt to include diverse representation on its ESCs and Advisory Groups - in breadth of experience, geography, and demographics. ESCs are convened and approved by the BSCC Board, as the need arises, to carry out specified tasks including the development of RFPs for grant funds. The Board then approves, rejects, or revises those recommendations. Members of ESCs are not paid for their time but are reimbursed for travel expenses incurred to attend meetings.

The Prop 64 PH&S Grant Program ESC included subject matter experts on education, public health and safety, environmental impacts, law enforcement, fire protection, cannabis licensing and cultivation, substance use, mental health, and the criminal and juvenile justice systems. A list of ESC members can be found in Appendix J.

Prop 64 PH&S Grant Program Scoring Panel

The BSCC will be using a Scoring Panel process to complete the reading and rating of proposals, and to develop scoring recommendations for the BSCC Board.

Conflicts of Interest

Existing law prohibits any grantee, subgrantee, partner, or like party who participated on the above referenced Prop 64 PH&S Grant Program Scoring Panel from receiving funds from the grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Grant Program Scoring Panel membership roster and ensuring that no grant dollars are passed through to any entity represented by any member of the Scoring Panel. Scoring Panel membership will be posted to the BSCC [website](#) no later than January 2023.

Overview of the RFP Process

Confirmation of Receipt of Proposal

Within 2 hours of submission of a proposal, applicants will receive a confirmation response from the BSCC stating the proposal has been received.

Disqualification – PLEASE READ THOROUGHLY

“Disqualification” means the proposal will not move forward to the Scoring Panel for the Proposal Rating Process and, therefore, will NOT be considered for funding under this grant.

The following will result in a **disqualification**:

- The applicant is not a county or a city in California.
- The applicant does not meet the eligibility criteria for the Prop 64 PH&S Grant funding (see Eligibility for Funding, page 4).

- The funding request for the application is more than \$3 million.
- The complete proposal package was not submitted using the BSCC-Submittable Application process as provided within the instructions on page 3.
- A complete proposal package, including all required uploaded documents, is not received by 5:00 p.m. on Friday, December 2, 2022.
 - Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement– completed and signed
 - Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds– completed and signed
 - Letter of Eligibility- completed and signed
 - Letter(s) of Commitment
 - Project Work Plan

Rating Process

Unless disqualified, proposals will advance to the Proposal Rating Process. The Prop 64 PH&S Grant Program, Cohort 3 Scoring Panel members will read and rate each proposal in accordance with the prescribed rating factors listed in the table below.

The Scoring Panel members will base their scores on how well an applicant addresses the items listed under each rating factor within the Proposal Narrative and Budget. Scoring Panel ratings, once submitted to the BSCC, will be final.

At the conclusion of this process, applicants will be notified of the funding recommendations. It is anticipated the BSCC Board will act on the recommendations at its meeting on April 13, 2023. Applicants and partners are not to contact members of the Scoring Panel nor the BSCC Board to discuss proposals.

Rating Factors

The Rating Factors to be used and the maximum points assigned to each factor are shown in the table below. Applicants are asked to address each of these factors as a part of their proposal. The ESC assigned a percent value to each of the Rating Factors, correlating to its importance (see Percent of Total Value column).

Prop 64 PH&S Grant Program Rating Factors and Point Values

	Rating Factors	Point Range	Percent of Total Value	Weighted Rating Factor Score
1	Project Need	0 - 5	25%	50
2	Project Description	0 - 5	50%	100
3	Project Evaluation	0 - 5	15%	30
4	Project Budget	0 - 5	10%	20
Maximum Rating Factor Score:			100%	200

Raters will score an applicant’s response in each of the Rating Factor categories on a scale of 0-5, according to the Sample Scoring Rubric shown below. Each rating factor score is then weighted according to the “Percent of Total Value” column (determined by the ESC) associated with each Rating Factor to arrive at the final Weighted Score for each Rating Factor and then added together for a final overall proposal score.

Threshold/Minimum Score

A proposal must meet a threshold of **50%**, or minimum score of **100** total points to be considered for funding. Total points equal the weighted score plus preference points.

Scoring Rubric for 0-5 Point Range

Not Responsive 0	Poor 1	Fair 2	Satisfactory 3	Good 4	Excellent 5
The response fails to address the criteria.	The response addresses the criteria in a very inadequate way.	The response addresses the criteria in a non-specific or unsatisfactory way.	The response addresses the criteria in an adequate way.	The response addresses the criteria in a substantial way.	The response addresses the criteria in an outstanding way.

PART II: PROPOSAL INSTRUCTIONS AND RATING FACTORS

The following section contains pertinent information on how to complete the Request for Proposal (RFP) package for the Prop 64 PH&S Grant Program, Cohort 3. Instructions for submission via the BSCC-Submittable Application portal are on page 3 of this document.

- Proposal Abstract
- Proposal Narrative Section
 1. Project Need
 2. Project Description and Project Work Plan (upload attachment)
 3. Project Evaluation
- Project Budget Table and Budget Narrative (upload attachment)
- Additional Request for Proposals Information, optional (upload attachment)
- Required RFP Attachments (upload attachments)
 1. Letter of Eligibility
 2. Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement
 3. Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds
 4. Letter(s) of Commitment – Sample
 5. *Governing Board Resolution – Sample (optional; not required for proposal submission)*

Proposal Abstract

Instructions: The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the Proposal.

Proposal Narrative

The Proposal Narrative must address the Project Need, Project Description, and Project Evaluation sections. Sources cited must be included within Proposal Narrative or may be referenced within the optional RFP- Additional Information attachment (uploaded attachment).

It is up to the applicant to determine how best to use the 28,000 character limit in addressing each RFP section. Character limits include all letters/numbers, punctuation, and spaces.

Within each narrative section, address the following items in a cohesive, comprehensive, and concise narrative format.

Rating Criteria for Project Need

Percent of Total Value: 25%

Address the rating factor for Project Need in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Need: The applicant articulated a need that is pertinent to the intent of the grant program. The elements that are to comprise the Project Need are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed (when applicable), it is the quality of the response to each that is to be evaluated.	
1.1	Describe the need(s) related to the impact of the passage of Proposition 64.
1.2a	Demonstrate how the need(s) is related to Project Purpose Area (PPA) 1 - Youth Development/Youth Prevention and Intervention.
1.2b	Demonstrate how the need(s) is related to other PPA(s) selected (if applicable).
1.3	Provide local service gaps that contribute to the need for the proposed Proposition 64 project are identified.
1.4	Provide relevant local qualitative and/or quantitative data with citations in support of the Prop 64 PH&S project need(s).
1.5	Describe the process that was used to determine the need(s), including soliciting input from key stakeholders (e.g., community, public, private).

Rating Criteria for Project Description

Percent of Total Value: 50%

Address the rating factor for Project Description in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

<p>Project Description: The applicant provided a description of the project that is related to the identified need and the intent of the grant program. The elements that are to comprise the Project Description are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.</p>	
2.1	<p>Describe the proposed project that will address the need(s) discussed in the Project Needs section. The description should:</p> <ul style="list-style-type: none"> • Describe the components of the proposed project that links to each PPA, as applicable. • Describe the target area and/or population which will be the focus of the project, including how and why it was selected. • If applicable, provide an estimate of how many individuals will be served and the process for determining which services/activities an individual/group will receive.
2.2	<p>Describe the proposed Proposition 64 project goals and objectives and the impact that includes the relationship to the need and intent of the Proposition 64 Grant.</p> <ul style="list-style-type: none"> • Provide a completed Work Plan (Appendix L- Sample) that is appropriate for the proposed project and aligns with the need and intent of the Proposition 64 Grant. The plan identifies the top three goals and objectives and how these will be achieved in terms of the activities, responsible staff/partner agencies, outcome measures, data sources and start and end dates. The work plan addresses selected PPAs (as applicable) that are related to the need and intent of the grant.
2.3	<p>Provide rationale for the proposed Proposition 64 project which includes:</p> <ul style="list-style-type: none"> • The selection of evidence-based, promising, informed, or innovative practices, interventions, and services. • A description of relevant evidence or research to support the selection of the proposed program for the target population and the community.
2.4	<p>Describe the extent to which the proposed project will utilize existing resources or projects.</p>
2.5	<p>Describe the experience, staffing, and/or partnerships your organization will use to implement the proposed project [include partners' Letter(s) of Commitment, if applicable]. If partners are to be selected after the grant is awarded, then specify the process and criteria for selecting those partners.</p>
2.6	<p>Provide a Project Work Plan (Appendix L- Sample) that:</p> <ul style="list-style-type: none"> • Identifies the project's goals and measurable objectives (see Appendix A for definitions) that addresses identified PPAs (as applicable) that are related to the need and intent of the grant. • Identifies how the goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates. • Is appropriate to the proposed project.

Rating Criteria for Project Evaluation

Percent of Total Value: 15%

Address the rating factor for Project Evaluation in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Evaluation: The applicant described how it will evaluate the effectiveness of the proposed project. The elements that are to comprise the Project Evaluation are listed below. Addressing each element does not in itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
3.1	Describe the plan to determine the staff and/or entity that will conduct the project evaluation and how monitoring activities will be incorporated in the various phases of the project (e.g., start-up, implementation, service delivery period).
3.2	Identify process and outcome measures that are quantifiable and in line with the intent of the proposal and the objectives listed in the Work Plan.
3.3	Describe the preliminary plan for monitoring the project to ensure that the project components are implemented as intended.
3.4	Describe the preliminary plan for how to collect and evaluate baseline and outcome data related to the process and outcome measures identified in 3.2. Describe a plan for entering into data sharing agreements, if necessary.
3.5	Describe the research design or methodology that will allow for an assessment of whether the strategy implemented achieved the intended outcomes.

Proposal Budget

Rating Criteria for Project Budget

Percent of Total Value: 10%

Address the rating factor for Project Budget in narrative form as defined below. The response will be evaluated with a single rating based on a scale of 0-5.

Project Budget: The applicant provided budget information for the proposed project. The elements that are to comprise the Project Budget are listed below. Addressing each element does not itself merit a high rating; rather, although each element is to be addressed, it is the quality of the response to each that is to be evaluated.	
4.1	Provide a complete Budget Table as appropriate for the proposed project.
4.2	Provide budget narrative that <ul style="list-style-type: none">explains and supports each identified expense.justifies expenses as appropriate for the project's goals and planned activities within the selected PPA(s), as applicable.

The Budget Attachment sections must be filled out completely and accurately. Applicants are solely responsible for the accuracy and completeness of the information entered in the Budget Section. All project costs must be directly related to the objectives and activities of the project demonstrating how the funds will be used to address the local need(s) due to the impact of legalizing cannabis in California. The Budget Table must cover the entire five (5) year grant period. Estimates beyond Year 1 of the grant are acceptable. The Proposal Budget and Budget Narrative document must be uploaded into the BSCC-Submittable Application when prompted.

For additional guidance related to grant budgets, refer to the *July 2020 BSCC Grant Administration Guide*, found under Quick Links on the Corrections Planning and Grant Programs home page: http://www.bscc.ca.gov/s_correctionsplanningandprograms/

Additional RFP Information

Applicants may include a maximum of two (2) additional numbered pages to the Proposal Package. This document may **only** include endnotes, tables, charts, graphs and/or graphics, must be cited/referenced within the Proposal Narrative, must directly support the Proposal Narrative, and be legible. This document will be optional and can be uploaded into the BSCC-Submittable Application when prompted. If more than two (2) pages are submitted, only the first two (2) pages will go forward to the raters.

RFP Mandatory Documents

The following documents must be uploaded in the BSCC-Submittable application when prompted.

Letter(s) of Commitment

Applicants must include at least one (1) Letter of Commitment as part of the application package. A Letter(s) of Commitment should express, not only support for the proposed project, but also the author's specific commitment toward ensuring the overall success of the project. There is no required format for the Letter(s) of Commitment; however, each letter must:

- ✓ be on the collaborating partner organization's letterhead
- ✓ detail the roles and responsibilities of the partnering agency within the Prop 64 PH&S Grant Program, Cohort 3.

Letter of Eligibility

Applicants must provide a Letter of Eligibility detailing how the county or city meets the eligibility criteria (page 4). There is no required format for the Letter of Eligibility. An applicant may use the fillable form provided online or may create it own (see Appendix B in this document as a sample). However, if an applicant creates its own letter, it must:

- ✓ Be on the county or city letterhead
- ✓ Include the titles of the regulations, ordinances, or amendments to local government charters
- ✓ Include the dates the regulations, ordinances, or amendments to local government charters became enacted/effective

Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement

Please see Appendix F as a sample. This form is available online and must be completed, signed, and uploaded into the BSCC-Submittable application.

Criteria for Non-Governmental Organizations Receiving Prop 64 PH&S Grant Funds

Please see Appendix K as a sample. This form is available online and must be completed, signed, and uploaded into the BSCC-Submittable application.

Project Work Plan

Please see Appendix L as a sample. This form is available online and must be completed, signed, and uploaded into the BSCC-Submittable application.

****Governing Board Resolution (Optional)***

Please see Appendix E as a sample. An entity's Governing Board's Resolution is optional for upload at the time of application.

APPENDICES

APPENDIX A
Glossary of Terms – Prop 64 PH&S Grant, Cohort 3

DEFINITIONS FOR THE PURPOSES OF THE PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT, COHORT 3

Ban

Ban is to prohibit, forbid, or bar by a local government.

For the purposes of this RFP, if *both* cultivation activities below are true, the local government is ineligible for Prop 64 PH&S funding:

Ban Cultivation

- ✓ All indoor commercial cultivation (including mixed light cultivation)
- ✓ All outdoor commercial cultivation

NOTE: Cultivation of cannabis is not considered banned by a local government if the local government restricts cultivation activities to specific locations pursuant to local zoning ordinances or if the local government requires licensure for specific commercial cultivation activities provided that such restrictions do not result in the prohibition of all indoor commercial cannabis cultivation, and all outdoor commercial cannabis cultivation, within the local government’s jurisdiction/authority.

For the purposes of this RFP, if *either* of the retail sale activities below are true, the local government is ineligible for Prop 64 PH&S funding:

Ban Retail Sale

- ✓ Prohibiting establishment of business licensed under Division 10 of the Business and Professions Code
- ✓ Prohibiting operation of businesses licensed under Division 10 of the Business and Professions Code

NOTE: Retail sale of cannabis is not considered banned by a local government if the local government restricts the retail sale of cannabis to specific locations pursuant to local zoning ordinances, or if the local government requires licensure for specific retail sales activities provided that such restrictions do not result in the prohibition of all retail sales in the local government’s jurisdiction/authority.

Community-Based Organization

A community-based organization (CBO) is a nongovernmental organization that provides services to a community consisting of individuals, groups, or other organizations that constitute the local or community service population. In the context of the Prop 64 PH&S Grant Program, a CBO is generally considered to be a non-government, non-law enforcement organization that provides services individuals that are at risk of involvement or already involved with the justice system. In this RFP, CBOs and nonprofit organizations are referred to as NGOs or Non-Governmental Organizations.

Community-Driven

Community-driven practices are programs and strategies that are derived from the traditional practices of a particular racial, ethnic, or cultural community and have been determined effective by the community.

Cultural Relevance

Cultural relevance acknowledges the influence of the youth's identity characteristics on the youth's experience of the world and incorporates perspectives into the program's environment. These identity characteristics include racial/ethnic, gender, class, religion, educational, sexual orientation, gender identity, family heritage, disability, and any other identity the youth communicates as important.

Every grantee and sub-grantee/sub-recipient that receives Prop 64 PH&S Grant funds should utilize programs, practices, and approaches that embed cultural relevancy.

Developmentally Appropriate

A service or intervention may be considered developmentally appropriate if it is based on a child's level of need, or developmental stage, rather than the child's chronological age.

Evidence-based / Promising Practices

Evidence-based practices are programs and strategies that have been found effective at improving positive or preventing negative health outcomes, using rigorous scientific research methods. Programs and strategies may be evidence-based across all populations, or only for particular cultures and identities.

Promising practices are programs and strategies that have shown some positive results and potential for improving desired health outcomes. They may have evidence from use in real-world settings, a strong theoretical framework, and/or expert opinion, but have not been fully replicated in scientific studies. Depending on the level of scientific evidence, these are sometimes referred to as "evidence-informed," "research-supported," or "emerging" practices.

Applicants may find it helpful to review the information on evidence-based practices in Appendix C of this RFP as well as in the Substance Abuse and Mental Health Services Administration's (SAMHSA) Guide to Evidence-Based Practices available at:

<https://www.samhsa.gov/ebp-resource-center>.

Financial Audit

A financial audit provides assurances that an organization's financial statements are free of material misstatement based upon the application of generally accepted accounting principles.

Mixed Light Cultivation

Mixed light cultivation occurs within a greenhouse, hoop-house, glasshouse, conservatory, hothouse, or other similar structure and uses a combination of natural and supplemental artificial lighting.

Service Need Determination

In considering whether to provide diversion services to potential program participants, service providers receiving funding under this grant must use an approach that is trauma-

informed, culturally relevant and developmentally appropriate. Approaches could include, but are not limited to, surveys or interviews. Applicants must thoroughly explain and justify their proposed approach for deciding which youth will be selected or chosen for program participation. Every applicant must identify some methodology for determining whether a potential program participant would benefit from services and how youth will be matched with specific services that provide those benefits.

Trauma

Trauma is an experience that causes intense physical and psychological stress reactions. It can refer to a single event, multiple events, or a set of circumstances that is experienced by an individual as physically and emotionally harmful or threatening and that has lasting adverse effects on the individual's physical, social, emotional, cognitive, or spiritual well-being.

Trauma-Informed

A Trauma-Informed approach is one in which all parties involved recognize and respond appropriately to the impact of traumatic stress designed to the youth's individual needs and ensure the physical and psychological safety of all youth, family members, and staff. Trauma-informed care is an organizational structure and system framework that involves understanding, recognizing, and responding to traumatic stress reactions and the effects of all types of trauma. Trauma-informed care also emphasizes raising awareness and providing resources about trauma and the impact of trauma on youth, family members and staff.

Youth

Youth is defined as under the age of 21 (i.e., individuals not of legal age to use and purchase cannabis products).

EVALUATIVE TERMS

Local Evaluation Plan and Local Evaluation Report¹

The purpose of the Local Evaluation Plan and the Local Evaluation Report is to identify whether the program achieved its goals and objectives. Outcome measures are designed to answer the question: "What results did the program produce?" Examples of outcome measures could include:

- Results of pre/post surveys (e.g., improvements in the number of high school graduates or reductions in law enforcement contacts).
- Implementation of programs aimed at increasing the number of youth enrolled in mentoring programs.
- Changes in policies that improve access to alcohol and substance use prevention services for youth.

¹Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 7. Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>.

Goal versus Objective

Goals and objectives are necessary components of the Local Evaluation Plan and the Project Work Plan. These common terms are sometimes used interchangeably because both refer to the intended results of program activities. Goals are longer-term than objectives, more broadly stated and govern the specific objectives to which program activities are directed.

In proposals, goals are defined by broad statements of what the program intends to accomplish, representing the long-term intended outcome of the program².

Examples of goal statements³:

- To reduce the number of youths who commit serious offenses.
- To reduce the number of youths who exhibit a pattern of chronic offending.
- To divert youth who commit nonviolent offenses from state juvenile correctional institutions.
- To restore the losses suffered by the victims of crimes.
- To make improvements in academic behavior and/or achievement.
- To reduce rates of youth substance use in the target area.

Objectives are statements of specific, measurable aims of program activities. Objectives detail the tasks that must be completed to achieve goals. Descriptions of objectives in the proposals should include three elements:⁴

- 1) Direction – the expected change or accomplishment (e.g., improve, maintain);
- 2) Timeframe – when the objective will be achieved; and
- 3) Target Population – who is affected by the objective.

Examples of program objectives:⁵

- By the end of the program, drug-addicted youth will recognize the long-term consequences of drug use.
- To place eligible youth in an intensive supervision program within two weeks of adjudication to ensure their accountability and the community's safety.
- To ensure the youth in this program carry out all the terms of the mediation agreements they have worked out with their victims by program completion.
- To improve the self-discipline and study habits of youth enrolled.

² Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)*. Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>. See also New York State Division of Criminal Justice Services. *A Guide to Developing Goals and Objectives for Your Program*. Retrieved from <http://www.criminaljustice.ny.gov/ofpa/goalwrite.htm>.

³ *Id.* at p. 4.

⁴ Justice Research and Statistics Association, Juvenile Justice Evaluation Center. (2003, June). *Juvenile Justice Program Evaluation: An overview (Second Edition)* p. 5. Retrieved from <http://www.jrsa.org/pubs/juv-justice/program-evaluation.pdf>.

⁵ *Id.*

Principles of Effective Intervention

During the past two decades, there has been renewed interest in examining correctional research. These efforts have been led by researchers such as Gendreau, Andrews, Cullen, Lipsey and others.⁶ Much evidence has been generated, leading to the conclusion that many rehabilitation programs have, in fact, produced significant reductions in recidivism. The next critical issue became the identification of those characteristics most commonly associated with effective programs. Through the work of numerous scholars (Andrews et al., 1990⁷; Cullen and Gendreau, 2000⁸; Lipsey 1999⁹), several “principles of effective intervention” have been identified. These principles can be briefly categorized as the following:

- Assess Risk/Needs
- Enhance Intrinsic Motivation
- Target Interventions
 - Risk Principle
 - Needs Principle
 - Responsivity Principle
 - Dosage
 - Treatment Principle
- Skill Train with Directed Practice
- Increase Positive Reinforcement
- Engage Ongoing Support in Natural Communities
- Measure Relevant Processes/Practices
- Provide Measurement Feedback

TERMS DEFINED BY THE PROPOSITION 64 INITIATIVE

Cannabis means all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin.

Cannabis accessories means any equipment, products or materials of any kind which are used, intended for use, or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, smoking, vaporizing, or containing cannabis, or for ingesting, inhaling, or otherwise introducing cannabis or cannabis products into the human body. (Health & Saf. Code, § 11018.2.)

⁶ For a thorough review of this research, see Cullen, F.T. and B.K. Applegate. 1998. *Offender rehabilitation: Effective correctional intervention*. Brookfield, Vt.: Ashgate Dartmouth.

⁷ Andrews, D.A., I. Zinger, R.D. Hoge, J. Bonta, P. Gendreau and F.T. Cullen. 1990. Does correctional treatment work? A clinically relevant and psychologically informed meta-analysis. *Criminology* 28(3):369-404.

⁸ Cullen, F.T. and P. Gendreau. 2000. Assessing correctional rehabilitation: Policy, practice, and prospects. In *Criminal justice 2000: Volume 3 – Policies, processes, and decisions of the criminal justice system*, ed. J. Horney, 109-175. Washington, D.C.: U.S. Department of Justice, National Institute of Justice.

⁹ Lipsey, M.W. 1999. Can intervention rehabilitate serious delinquents? *The Annals of the American Academy of Political and Social Science*, 564(2):142-166.

Cannabis products means cannabis that has undergone a process whereby the plant material has been transformed into a concentrate, including, but not limited to, concentrated cannabis, or an edible or topical product containing cannabis or concentrated cannabis and other ingredients. (Health & Saf. Code, § 11018.1.)

Commercial marijuana activity includes the cultivation, possession, manufacture, distribution, processing, storing, laboratory testing, labeling, transportation, distribution, delivery or sale of marijuana and marijuana products as provided for in this division.

Cultivation means any activity involving the planting, growing, harvesting, drying, curing, grading, or trimming of marijuana.

Delivery means the commercial transfer of marijuana or marijuana products to a customer. Delivery also includes the use by a retailer of any technology platform owned and controlled by the retailer, or independently licensed under this division, that enables customers to arrange for or facilitate the commercial transfer by a licensed retailer of marijuana or marijuana products.

Distribution means the procurement, sale, and transport of marijuana and marijuana products between entities licensed pursuant to this division.

License means a state license issued under Section 26001 of the Business and Professions Code.

Licensee means any person or entity holding a license under Section 26001 of the Business and Professions Code.

Licensing authority means the state agency responsible for the issuance, renewal, or reinstatement of the license, or the state agency authorized to take disciplinary action against the licensee.

Local government (jurisdiction) means a city, county, or city and county.

Manufacture means to compound, blend, extract, infuse, or otherwise make or prepare a marijuana product.

Manufacturer means a person that conducts the production, preparation, propagation, or compounding of marijuana or marijuana products either directly or indirectly or by extraction methods, or independently by means of chemical synthesis, or by a combination of extraction and chemical synthesis at a fixed location that packages or repackages marijuana or marijuana products or labels or re-labels its container, that holds a state license pursuant to this division.

Marijuana has the same meaning as Cannabis (see above).

Nursery means a licensee that produces only clones, immature plants, seeds, and other agricultural products used specifically for the planting, propagation, and cultivation of marijuana.

Operation means any act for which licensure is required under the provisions of this division, or any commercial transfer of marijuana or marijuana products.

Package means any container or receptacle used for holding marijuana or marijuana products.

Purchaser means the customer who is engaged in a transaction with a licensee for purposes of obtaining marijuana or marijuana products.

Sell, sale, and to sell includes any transaction whereby, for any consideration, title to marijuana is transferred from one person to another, and includes the delivery of marijuana or marijuana products pursuant to an order placed for the purchase of the same and soliciting or receiving an order for the same, but does not include the return of marijuana or marijuana products by a licensee to the licensee from whom such marijuana or marijuana product was purchased.

APPENDIX B
SAMPLE: Letter of Eligibility

Before grants can be awarded funds and receive an executed contract under the Proposition 64 Public Health and Safety Grant Program, Cohort 3, the applying local jurisdiction (and all jurisdictions within a collaborative proposal) must assure they do not ban the following activities. Below is sample assurance language that, at a minimum, must be included in the Letter of Eligibility submitted to the Board of State and Community Corrections. Applicants may use the form provided by the BSCC or create their own. However, Appendix B must be uploaded as part of the Proposition 64 Public Health and Safety Grant Program, Cohort 3 application through Submittable.

As an applicant, our jurisdiction(s) does not ban (i.e., prohibit, forbid, or bar):

- All indoor commercial cannabis cultivation (including mixed light cultivation) Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- All outdoor commercial cannabis cultivation Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- Establishment of business(es) licensed under Division 10 of the Business and Professions Code Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.
- Operation of businesses licensed under Division 10 of the Business and Professions Code Regulation(s), ordinance(s), and or amendment(s) to our local government charter(s) that ensure the above are true- *<provide information including enacted/effective date(s)>*.

Documentation detailed above will be provided to the BSCC upon request.

AUTHORIZED SIGNATURE		
(This document must be signed by the person who is authorized to sign the Grant Agreement.)		
NAME OF AUTHORIZED OFFICER	TITLE	
STREET ADDRESS		
CITY	STATE	ZIP CODE
TELEPHONE NUMBER	EMAIL ADDRESS	
AUTHORIZED OFFICER SIGNATURE (Blue Ink Only or E-signature)		DATE
X		

APPENDIX C

Evidence-Based Resources

The websites provided below may be useful to applicants in the proposal development process. This list is not exhaustive, and it is offered as a suggested starting point for applicants to use in researching evidence-based programs, practices, and strategies.

Blueprints for Violence Prevention

<http://www.colorado.edu/cspv/blueprints/index.html>

Board of State and Community Corrections

http://www.bscc.ca.gov/s_web-basedresourcesonevidence-basedpractices/

California Institute of Behavioral Health Solutions

<http://www.cibhs.org/evidence-based-practices-0>

Coalition for Evidence-Based Policy

<http://evidencebasedprograms.org/>

CrimeSolutions.gov

<http://www.crimesolutions.gov/>

Evaluating Drug Control and System Improvement Projects

Guidelines for Project Supported by the Bureau of Justice Assistance

<https://www.bja.gov/evaluation/guide/documents/nijguide.html>

Justice Research and Statistic Association

<http://www.jrsa.org/>

National Child Traumatic Stress Network

<https://www.NCTSN.Org>

National Criminal Justice Reference Service (NCJRS)

“Preventing and Reducing Youth Crime and Violence: Using Evidence-Based Practice.” A report prepared by Peter Greenwood, Ph.D., for the California Governor’s Office of Gang and Youth Violence Policy, 2010.

<https://www.ncjrs.gov/App/Publications/abstract.aspx?ID=255934>

National Institute of Corrections

<http://nicic.gov/Library/>

National Reentry Resource Center

<http://nationalreentryresourcecenter.org/>

Office of Justice Programs – Crime Solutions.gov

<http://www.CrimeSolutions.gov>

Office of Juvenile Justice and Delinquency Prevention Model Program Guide
<http://www.ojjdp.gov/mpg/>

Promising Practices Network
<http://www.promisingpractices.net/>

Reducing Recidivism to Increase Public Safety: A Cooperative Effort by Courts and Probation Hon, J. Richard Couzens, Placer County Superior Court (Ret.)
<http://www.courts.ca.gov/documents/EVIDENCE-BASED-PRACTICES-Summary-6-27-11.pdf>

Substance Abuse and Mental Health Services Administration
<https://www.samhsa.gov/ebp-resource-center>

The National Documentation Centre on Drug Use
<http://www.drugsandalcohol.ie/3820//>

Washington State Institute for Public Policy
<http://www.wsipp.wa.gov/>

APPENDIX D
SAMPLE: Grant Agreement

STANDARD AGREEMENT
STD 213 (Rev 03/2019)

AGREEMENT NUMBER
BSCC XXX-23

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

GRANTEE NAME

2. The term of this Agreement is:

START DATE

MAY 1, 2023

THROUGH END DATE

OCTOBER 31, 2028

3. The maximum amount of this Agreement is:

\$3,000,000.00

4. The parties agree to comply with the terms and conditions of the following exhibits, attachments, and appendices which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals, Cohort 3	*xx
Attachment 2	Prop 64 PH&S Grant Proposal	xx
Appendix A	Prop 64 PH&S Scoring Panel	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Program Funds	2

* This item is hereby incorporated by reference and can be viewed at: xxxxxxxxx

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

GRANTEE NAME

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
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PRINTED NAME OF PERSON SIGNING	TITLE
--------------------------------	-------

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
---------------------------------	-------------

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
2590 Venture Oaks Way, Suite 200	Sacramento	CA	95833

PRINTED NAME OF PERSON SIGNING	TITLE
RICARDO GOODRIDGE	Deputy Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED
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EXHIBIT A: SCOPE OF WORK

1. GRANT AGREEMENT – PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and _____ (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

- A. The Fiscal Years 2020-21 and 2021-22 State Budgets includes funding in the amount of \$150,000,000 million for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 3, to be administered by the Board of State and Community Corrections (BSCC).

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA).

- B. Grantee agrees to administer the project in accordance with Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Grant Proposal, which are attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

- A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.
- B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name:
Title:
Address:
Phone:

Designated Financial Officer authorized to receive warrants:

Name:
Title:
Address:
Phone:
Email:

Project Director authorized to administer the project:

Name:
Title:
Address:
Phone:
Email:

EXHIBIT A: SCOPE OF WORK

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that he/she/they have full legal authority to bind the entity for which they sign.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals and Attachment 2: Grant Proposal.

5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Quarterly Progress Report Periods

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026
14. July 1, 2026 to September 30, 2026
15. October 1, 2026 to December 31, 2026
16. January 1, 2027 to March 31, 2027
17. April 1, 2027 to June 30, 2027
18. July 1, 2027 to September 30, 2027
19. October 1, 2027 to December 31, 2027
20. January 1, 2028 to March 31, 2028
21. April 1, 2028 to April 30, 2028

Due no later than:

- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025
- February 15, 2026
- May 15, 2026
- August 15, 2026
- November 15, 2026
- February 15, 2027
- May 15, 2027
- August 15, 2027
- November 15, 2027
- February 15, 2028
- May 15, 2028
- June 15, 2028

Note: Project activity period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Final Local Evaluation Report and the financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

- August 1, 2023
- October 31, 2028

C. Other

Financial Audit

Due no later than:

October 31, 2028

EXHIBIT A: SCOPE OF WORK

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.
- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Scoring Panel (See Contract Appendix A) from receiving funds from the Prop 64 PH&S Cohort 3 grants awarded under this RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Scoring Panel membership roster (see Contract Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Scoring Panel.
- B. In cases of an actual conflict of interest with a Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid in quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:	Due no later than:
1. May 1, 2023 to June 30, 2023	August 15, 2023
2. July 1, 2023 to September 30, 2023	November 15, 2023
3. October 1, 2023 to December 31, 2023	February 15, 2024
4. January 1, 2024 to March 31, 2024	May 15, 2024
5. April 1, 2024 to June 30, 2024	August 15, 2024
6. July 1, 2024 to September 30, 2024	November 15, 2024
7. October 1, 2024 to December 31, 2024	February 15, 2025
8. January 1, 2025 to March 31, 2025	May 15, 2025
9. April 1, 2025 to June 30, 2025	August 15, 2025
10. July 1, 2025 to September 30, 2025	November 15, 2025
11. October 1, 2025 to December 31, 2025	February 15, 2026
12. January 1, 2026 to March 31, 2026	May 15, 2026
13. April 1, 2026 to June 30, 2026	August 15, 2026
14. July 1, 2026 to September 30, 2026	November 15, 2026
15. October 1, 2026 to December 31, 2026	February 15, 2027
16. January 1, 2027 to March 31, 2027	May 15, 2027
17. April 1, 2027 to June 30, 2027	August 15, 2027
18. July 1, 2027 to September 30, 2027	November 15, 2027
19. October 1, 2027 to December 31, 2027	February 15, 2028
20. January 1, 2028 to March 31, 2028	May 15, 2028
21. April 1, 2028 to April 30, 2028	June 15, 2028

Final Invoicing Periods*:	Due no later than:
1. May 1, 2028 to June 30, 2028	August 15, 2028
2. July 1, 2028 to October 31, 2028	December 15, 2028

**Note: Only expenditures associated with completion of the Final Local Evaluation Report and the financial audit may be included on these last two invoices.*

- B. All project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project period, April 30, 2028, and included on the invoice due June 15, 2028. Project expenditures incurred after April 30, 2028 will not be reimbursed.
- C. The Final Local Evaluation Report is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2028 to October 31, 2028 must be submitted on the invoice due December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2028.
- D. The financial audit is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2028 to October 31, 2028 must be submitted on the invoice due December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with your final invoice due no later than December 15, 2028.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Upon the BSCC's request, supporting documentation must be submitted for project expenditures. Grantees are required to maintain supporting documentation for all expenditures on the project site for the life of the grant and make it readily available for review during BSCC site visits. See Exhibit A. Scope of Work, Item 6. Project Records.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to amended Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability of sufficient funding made available to the BSCC pursuant to amended Revenue and Taxation Code section 34019, subdivision (f)(3)(C).
- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals, Cohort 3, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here: http://www.bscc.ca.gov/s_correctionsplanningandprograms.php

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that invoices submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not reimburse Grantee for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

EXHIBIT B: BUDGET DETAIL AND PAYMENT PROVISIONS

7. PROJECT BUDGET

PROPOSED BUDGET LINE ITEMS	GRANT FUNDS REQUESTED
1. Salaries and Benefits	\$
2. Services and Supplies	\$
3. Professional Services	\$
4. Non-Governmental Organizations (NGO) Contracts	\$
5. Equipment / Fixed Assets	\$
6. Data Collection / Enhancement	\$
7. Program Evaluation	\$
8. Sustainability Planning	\$
9. Other (include travel & training costs)	\$
10. Financial Audit	\$
11. Indirect Costs / Administrative Overhead	
TOTAL	\$

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, Department of Finance or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.
8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.
13. **COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. **GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. **ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - A. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the

EXHIBIT C: GENERAL TERMS AND CONDITIONS (04/2017)

performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

SAMPLE

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposals and Attachment 2: Grant Proposal/Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.

2. GRANTEE ASSURANCES AND COMMITMENTS

- A. Compliance with Laws and Regulations
This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.
- B. Fulfillment of Assurances and Declarations
Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Prop 64 PH&S Grant Program, Cohort 3 Request for Proposal and Attachment 2: Grant Proposal/Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.
- C. Permits and Licenses
Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.
- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Program, Cohort 3 RFP and described in Contract Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

5. ACCOUNTING AND AUDIT REQUIREMENTS

A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.

B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

program components contained in the Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

7. TERMINATION

- A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:
- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
 - 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Prop 64 PH&S Request for Proposal/Application for Funding, or approved modifications;
 - 3) failure to provide the required local match share of the total project costs; and
 - 4) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement.
- B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 8. Settlement of Disputes.

8. SETTLEMENT OF DISPUTES

- A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.
- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.

EXHIBIT D
SAMPLE - SPECIAL TERMS AND CONDITIONS

- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

9. UNION ACTIVITIES

For all agreements, except fixed price contracts of \$50,000 or less, the Grantee acknowledges that applicability of Government Code §§16654 through 16649 to this Grant Agreement and agrees to the following:

- A. No State funds received under the Grant Agreement will be used to assist, promote or deter union organizing.
- B. Grantee will not, for any business conducted under the Grant Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
- C. If Grantee incurs costs or makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and that Grantee shall provide those records to the Attorney General upon request.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver

APPENDIX E
SAMPLE: Governing Board Resolution

Before grant funds can be reimbursed, a grantee must either (1) submit a resolution from its Governing Board that delegates authority to the individual authorized to execute the grant agreement or (2) provide sufficient documentation indicating that the prospective grantee has been vested with plenary authority to execute grant agreements (e.g., a City Council or County Board of Supervisors delegating such authority to an Agency head).

Below is assurance language that, **at a minimum**, must be included in the resolution submitted to the Board of State and Community Corrections.

WHEREAS the ***(insert name of Local Government)*** desires to participate in the Proposition 64 Public Health and Safety Grant Program funded through the California State and Local Government Law Enforcement Account and administered by the Board of State and Community Corrections (hereafter referred to as the BSCC).

NOW, THEREFORE, BE IT RESOLVED that the ***(insert title of designated official)*** be authorized on behalf of the ***(insert name of Governing Board)*** to submit the grant proposal for this funding and sign the Grant Agreement with the BSCC, including any amendments thereof.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

BE IT FURTHER RESOLVED that the ***(insert name of Local Government)*** agrees to abide by the terms and conditions of the Grant Agreement as set forth by the BSCC.

Passed, approved, and adopted by the ***(insert name of Governing Board)*** in a meeting thereof held on ***(insert date)*** by the following:

Ayes:

Notes:

Absent:

Signature: _____ Date: _____

Typed Name and Title: _____

ATTEST: Signature: _____ Date: _____

Typed Name and Title: _____

APPENDIX F
Certification of Compliance with BSCC Policies
Regarding Debarment, Fraud, Theft, and Embezzlement

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to applicants that have been:

1. debarred by any federal, state, or local government entities during the period of debarment; or
2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

By checking the following boxes and signing below, applicant affirms that:

- I/We are not currently debarred by any federal, state, or local entity from applying for or receiving federal, state, or local grant funds.
- I/We have not been convicted of any crime involving theft, fraud, or embezzlement of federal, state, or local grant funds within the last three years. We will notify the BSCC should such debarment or conviction occur during the term of the Grant contract.
- I/We will hold subgrantees and subcontractors to these same requirements.

A grantee may make a request in writing to the Executive Director of the BSCC for an exception to the debarment policy. Any determination made by the Executive Director shall be made in writing.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE	TELEPHONE NUMBER	
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
AUTHORIZED OFFICER SIGNATURE ((Blue Ink Only or E-signature)) X			DATE

APPENDIX G
SAMPLE: BSCC Comprehensive Monitoring Visit Tool

Corrections Planning and Grant Programs Division
COMPREHENSIVE MONITORING VISIT (CMV) TOOL
SAMPLE

Grantee: **Award Year:** 1 2 3 4
(as applicable)

Grant Program: **Federal Funds:** **State Funds:**

Contract Number: **Grant Amount:**

Project Title:

Project Director: **Financial Officer:**

Project Director Phone: **Financial Officer Phone:**

Project Director E-Mail: **Financial Officer E-mail:**

Field Representative: **Date of Visit:**

Persons Interviewed During the Monitoring (Name, Title, Agency):

Project Sites Visited (Name, Address):

Project Summary:

I. ADMINISTRATIVE REVIEW

1. Executed Agreement

The Grantee has a copy of the fully executed Standard Agreement in the official file (e-file is acceptable). Yes No

2. BSCC Grant Administration Guide

The Grantee has a copy of the BSCC Grant Administration Guide readily available, and staff know how to use it (e-file is acceptable). Yes No

3. Organizational Chart

The Grantee has a current organizational chart for the department/unit/section responsible for programmatic oversight of the grant. Yes No

4. Duty Statements

The Grantee maintains duty statements for grant-funded staff that list specific activities related to the grant. *Note: Standard job classifications usually are not acceptable, unless the position was created specifically for the grant.* Yes No

5. Timesheets

5a. The Grantee maintains timesheets on all staff charged to the grant. Note: Estimates and/or percentages are not acceptable.

Yes No

5b. The Grantee maintains functional timesheets or conducts time studies for split-funded positions.

Note: Estimates and/or percentages are not acceptable. Yes No N/A

6. Staff Positions

All authorized positions are filled and performing grant-related duties.

Yes No

If no, list all unfilled positions and explanations for vacancies in the Administrative Review Comments section.

7. Anticipated Changes

Are there any anticipated changes to staff or the project? Yes No
If yes, explain in the Administrative Review Comments section.

8. Subcontracts

8a. Does this grant provide for subcontracted services? Yes No
If yes, list subcontracts awarded in the Administrative Review Comments section.

8b. Copies of the subcontract awards are contained within the official project file.

Yes No N/A

8c. Subcontracts contain the required language from the BSCC contract (e.g., access to program and fiscal records, access to facility, access to program participants, Non-Discrimination clause, Civil Rights compliance). **Yes** **No** **N/A**

8d. Subcontracts appear to be following conflict of interest laws that prohibit individuals or organizations that participated on the Executive Steering Committee for this grant. **Yes** **No** **N/A**

9. Budget Modifications

9a. Copies of project budget modifications are maintained in the official file.

Yes **No** **N/A**

9b. Were there any substantial modifications made that were not approved by the BSCC? **Yes** **No**

If yes, explain in the Administrative Review Comments section.

10. Fidelity Bond

The Grantee maintains a Fidelity Bond (applicable for non-governmental entities only).

Yes **No** **N/A**

Field Representative Comments for Administrative Review Section:
Number comments to correspond to the Administrative Review items.

II. CIVIL RIGHTS REVIEW

(for all federal grants; as applicable to state-funded programs)

1. Equal Employment Opportunity Plan

1a. The Grantee has an Equal Employment Opportunity Plan (EEOP) on file for review.

Yes **No**

1b. If yes, on what date did the Grantee prepare the EEOP?

2. EEOP Short Form

2a. If applicable: has the Grantee submitted an EEOP Short Form to the Office for Civil Rights (OCR), U.S. Department of Justice (DOJ) (i.e., 50 or more employees and \$750,000 or more in federal funds)? **Yes** **No** **N/A**

2b. If yes, on what date did the Grantee submit the EEOP Short Form?

3. Notification to Program Participants

How does the Grantee notify program participants and beneficiaries that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, inclusion in program brochures, program materials, etc.)? *Explain in Civil Rights Review Comments section.*

4. Notification to Employees

How does the Grantee notify employees that it does not discriminate on the basis of race, color, national origin, religion, sex, disability, and age in the delivery of services (e.g., posters, dissemination of relevant orders or policies, recruitment materials, etc.)?

Explain in Civil Rights Review Comments section.

5. Complaints

There are written policies or procedures in place for notifying program beneficiaries how to file complaints alleging discrimination by the grantee with the BSCC or the OCR.

Yes No N/A

6. Discrimination on the Basis of Disability

If the Grantee has 50 or more employees and receives DOJ funding of \$25,000 or more, has the grantee:

6a. Adopted grievance procedures (for both employees and program participants) that incorporate due process standards and provide for prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of a disability in employment practices and the delivery of services?

Yes No N/A

6b. Designated a person to coordinate compliance with prohibitions against disability discrimination?

Yes No N/A

6c. Notified participants, beneficiaries, employees, applicants, and others that the grantee does not discriminate on the basis of disability?

Yes No N/A

7. Discrimination on the Basis of Sex

If the Grantee operates an education program or activity, have they taken the following actions?

7a. Adopted grievance procedures that provide for the prompt and equitable resolution of complaints alleging a violation of the DOJ regulations which prohibit discrimination on the basis of sex?

Yes No N/A

7b. Designated a person to coordinate compliance with the prohibitions against sex discrimination?

Yes No N/A

7c. Notified applicants for admission and employment, employees, students, parents, and others that the grantee does not discriminate on the basis of sex in its educational programs or activities? **Yes** **No** **N/A**

8. Findings

The Grantee has complied with the requirement to submit to the OCR any findings of discrimination against the grantee issued by a federal or state court, or federal or state administering agency, on the grounds of race, color, religion, national origin, or sex. **Yes** **No** **N/A**

9. Limited English Proficiency

What steps have been taken to provide meaningful access to its programs and activities to person who have limited English proficiency (LEP)? Include whether the grantee has developed a written policy on providing language access services to LEP persons.

10. Training

Training is conducted for the Grantee’s employees on the requirements under federal civil rights laws. **Yes** **No** **N/A**

11. Religious Activities

If the grantee conducts religious activities as part of its program or services, do they:

11a. Provide services to everyone regardless of religion or religious belief? **Yes** **No** **N/A**

11b. Ensure it does not use federal funds to conduct inherently religious activities (such as prayer, religious instruction, or attempt to convert participants to another religion) and that such activities are kept separate in time or place from federally-funded activities? **Yes** **No** **N/A**

11c. Ensure participation in religious activities is voluntary for beneficiaries of federally-funded programs? **Yes** **No** **N/A**

Field Representative Comments for Civil Rights Review Section:
Number comments to correspond to the Civil Rights Review items.

III. FISCAL REVIEW

1. Budget File

The Grantee maintains an official budget file for the project. **Yes** **No**

2. Fiscal Policies and Procedures

2a. The Grantee maintains written procedures for the fiscal policies related to the grant and they are accessible by grants management staff. **Yes** **No**

2b. The Grantee can explain its agency's claims, payments and reimbursement processes as they relate to this grant (i.e., agency checks and balances).

Yes No

3. Invoices

3a. Financial invoices are current and spending is on track.

Yes No

3b. Copies of the BSCC invoices for reimbursement are within the official file.

Yes No

3c. The fiscal/accounting records reviewed during the visit contained adequate supporting documentation for all claims on invoices, including match.

Yes No

3d. Salaries and benefits can be easily tied back to reimbursement invoices.

Yes No

3e. The Grantee maintains supporting documentation or a calculation methodology for indirect costs or overhead claimed (e.g., an approved Indirect Cost Rate Proposal).

Yes No N/A

3f. Expenditures appear to meet contract eligibility, as defined in the BSCC Grant Administration Guide.

Yes No

4. Tracking

4a. BSCC contract funds are deposited into separate fund accounts or coded to distinguish grant funds from other fund sources.

Yes No

4b. The Grantee maintains a tracking system for purchases, including receipts and disbursements, related to the grant program.

Yes No

4c. Tracking reports are reviewed by management and/or program staff.

Yes No

4d. The Grantee can provide general ledgers documenting the entries for receipts and disbursements.

Yes No

5. Equipment/Fixed Assets

5a. Did the Grantee purchase or lease equipment/fixed assets with grant funds?

Yes No

5b. The Grantee received prior approval from BSCC for purchases of equipment and/or fixed assets that were more than \$3,500 per item.

Yes No N/A

5c. The equipment/fixed assets were listed in the budget or in a Budget Modification.

Yes No N/A

5d. The Grantee maintains an inventory list of equipment/fixed assets purchased with grant funds. **Yes** **No** **N/A**

5e. The Grantee maintains proof of receipt of equipment/fixed assets. **Yes** **No** **N/A**

6. Supplanting

The Grantee can verify that expenditures submitted for grant reimbursement (including salaries and benefits) are not also claimed/reimbursed under another separate agreement or funding stream (supplanting). **Yes** **No**

7. Match

7a. The Grantee is in compliance with the match requirement. **Yes** **No** **N/A**

7b. If the Grantee is currently under-matched, is there a plan to meet the contractually obligated match amount?

8. Project Income

Does the Grantee generate income from grant funds (e.g., fundraisers, registration fees, etc.?) **Yes** **No** **N/A**

9. Subcontracts

9a. Does the Grantee require subcontract agencies to submit source documentation with their billing invoice? **Yes** **No** **N/A**

9b. What type of documentation detail does the agency keep for subcontractor service delivery billing (to include list of positions funded, documented staff hours, list of services delivered, participant sign-in logs, time/duration of services, other invoice detail, etc.)?

Describe in the Fiscal Review Comments section.

9c. Is the source documentation sufficient to justify charges? **Yes** **No** **N/A**

9d. Does the Grantee conduct desk audits of subcontract agencies? **Yes** **No** **N/A**

9e. Does the Grantee conduct site visits to subcontract agencies? **Yes** **No** **N/A**

10. Audits

10a. What type of audit report will the project submit?

Single City/County Audit Report

Program Specific Audit

Other

10b. The Grantee has audit reports covering the agency's internal control structure within the last two years. Yes No

Field Representative Comments for Fiscal Review Section:
Number comments to correspond to Fiscal Review items.

IV. PROGRAM REVIEW

Note: Some of the information collected in this section will be used to foster discussion and assist with technical assistance, not necessarily to determine compliance.

1. Governing Body

1a. Does the grant require formation of some type of governing body (steering committee, coordinating council, etc.) to guide grant activities? Yes No N/A

1b. If so, has this body been formed and is it meeting as required? Yes No N/A

1c. Are all required members participating? Yes No N/A

2. Evidence-Based Interventions

2a. List all interventions being used by the grantee.
List in the Program Review Comments section.

2b. Which interventions do the grantee identify as "evidence-based?" Why? Based on what information? ***Explain in the Program Review Comments section.***

2c. Does the Grantee have a quality assurance or fidelity monitoring process in place to ensure that interventions are implemented as intended? Yes No

3. Assessments

3a. If providing direct services, how are participants assessed for risk, need and responsibility? ***Explain in the Program Review Comments section.***

3b. How is that information used? ***Explain in the Program Review Comments section.***

4. Staff Training

4a. Do all project staff receive an orientation and/or training pertinent to the grant project? Yes No

4b. Are there opportunities for ongoing training for staff affiliated with the grant? Yes No

5. Policies & Procedures

5a. Did the Grantee develop a written Policies & Procedures Manual or Program Manual specific to the grant project? Yes No

5b. Are they accessible to staff? Yes No

6. Case Management/Tracking

6a. Does the Grantee maintain an automated or web-based case management and/or data collection system to track participants served by the grant?

Yes No N/A

6b. If not, how are services and/or participants tracked?

Explain in the Program Review Comments section.

7. Source Documentation

The Grantee maintains appropriate source documentation (e.g., case records, case files, sign-in sheets, etc.) for the participants served.

Yes No N/A

8. Progress Reports

8a. Progress Reports are current. Yes No

8b. Program records reviewed at the site visit provided sufficient detail to support information reported in Progress Reports. Yes No

If no, explain in the Program Review Comments section.

9. Problems

The Grantee has experienced operational or service delivery problems.

If yes, explain in the Program Review Comments section. Yes No

10. Sustainability

Does the grantee have a sustainability plan to continue service delivery after grant funds expire? Yes No

Describe in the Program Review Comments section.

11. Other Requirements Reviewed

Per this site visit review, programmatic requirements specific to this grant program are being met. Yes No

Field Representative Comments for the Program Review Section:

Number comments to correspond to Program Review items.

V. DATA COLLECTION AND EVALUATION

1. Evaluator

Does the Grantee subcontract for its data collection and evaluation services?

Yes No N/A

If yes, list name of organization and describe the relationship in the Data Collection and Evaluation Comments section.

2. Evaluation Plan

Is the Grantee on track with the activities and milestones described in its Evaluation Plan? **Yes** **No** **N/A**

3. Preliminary Evidence

3a. Do the data collection efforts show any preliminary evidence that could impact the project? **Yes** **No** **N/A**

3b. Has the Grantee used this information to make improvements or changes to the project? **Yes** **No** **N/A**

Field Representative Comments for Data Collection and Evaluation Section:
Number comments to correspond to Data Collection and Evaluation Review items.

VI. MONITORING SUMMARY

1. Outcome of Visit

1a. Does the project generally meet BSCC grant requirements? **Yes** **No**

1b. If no, will a Compliance Improvement Plan be submitted? **Yes** **No**

1c. Describe here:

2. Technical Assistance

2a. Does the Grantee have any technical assistance needs? **Yes** **No**

2b. Describe here:

APPENDIX H
County Population Index
Source: California Department of Finance, Population Estimates, January 1, 2022

Large Counties (750,000 and above)

Los Angeles	9,861,224
San Diego	3,287,306
Orange	3,162,245
Riverside	2,435,525
San Bernardino	2,187,665
Santa Clara	1,894,783
Alameda	1,651,979
Sacramento	1,576,618
Contra Costa	1,156,555
Fresno	1,011,273
Kern	909,813
San Francisco	842,754
Ventura	833,652
San Mateo	744,662
San Joaquin	784,298

Medium Counties (200,001-749,999)

Stanislaus	549,466
Sonoma	482,404
Tulare	475,014
Solano	447,241
Santa Barbara	445,164
Monterey	433,716
Placer	409,025
Merced	284,338
San Luis Obispo	280,721
Santa Cruz	266,564
Marin	257,135
Yolo	221,165
Butte	201,608

Small Counties (Under 200,000)

El Dorado	190,465	Calaveras	45,049
Shasta	180,531	Siskiyou	43,830
Imperial	179,329	Amador	40,297
Madera	157,396	Lassen	30,274
Kings	152,023	Glenn	28,750
Napa	136,179	Colusa	21,807
Humboldt	135,168	Del Norte	27,218
Nevada	101,242	Inyo	18,978
Sutter	99,145	Plumas	18,942
Mendocino	89,999	Mariposa	17,045
Yuba	82,275	Trinity	16,023
Lake	67,407	Mono	13,379
San Benito	65,479	Modoc	8,690
Tehama	65,052	Sierra	3,229
Tuolumne	55,291	Alpine	1,200

APPENDIX I

SAMPLE: Local Evaluation Plan and Report Components

The Prop 64 PH&S Grant Program, Cohort 3 Local Evaluation Plan (LEP) should, at a minimum, address the following:

Project Background as it pertains to the Project Purpose Area(s), as applicable.

- Provides information essential to understand the project and the need for the project.
- Define the target population (for example: gender age, system-involvement history, criminogenic factors, etc.)
- Describes the criteria used to determine participant eligibility.
- Describes the process for determining which intervention(s) and/or services a participant needs and will receive.
- Describes the process for determining which activities and/or services will be implemented in the service area.
- Describes the project's goal(s) and objectives (as stated in the original proposal's **Work Plan**).

Additional LEP requirements may be added once grantees have been awarded and all Prop 64 PH&S Grant Program, Cohort 3 project components have been determined.

Project Evaluation Method and Design-

- Describe the research design that will be used for the process evaluation.
- Describe the plan to document activities within the project and/or services provided to each participant (e.g., maintaining a database, signup sheets, etc.).
- Describe how participants' progress will be tracked (ex: start dates, attendance, dropouts, successful completions, progress milestones, etc.).
- Describe how components or activities conducted as part of the project that do not involve participants will be tracked/documented (e.g., code enforcement, investigations, system/equipment updates).
- Identifies and thoroughly defines process measures. This includes how, by whom, and how often the process measures will be collected.
- Describe how the process data will be collected and the data source(s) used.
- Describe the project oversight structure and overall decision-making process for the project.
- Describe how the project components will be monitored, determined effective, and adjusted as necessary.
- Describe the plan for documenting activities performed by staff and contracted providers, if applicable.
- Describe the procedures which ensure that the project will be implemented to fidelity, when applicable.
- Describe how all quantitative and qualitative process data will be analyzed. Includes a description of the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square, etc.) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).

Project Outcome Evaluation-

- Describe the research design that will be used in the outcome evaluation.
- Include a set of evaluation questions. These must include the goals and objectives from the original proposal but may also include more outcome-oriented questions.
- Provide the estimated number of participants expected to receive each type of intervention/service.
- Provide the criteria for determining participant success in the project.
- Provide the estimated number of activities/services accomplished.
- Describe the criteria for determining activity/service completion and/or success in the project.
- Thoroughly describe all outcome variables and identifies how they will be defined and measured (tools/instruments used to collect the data and frequency of collection).
- Describe how the outcome data will be collected, the timing of data collection, and the data source(s) used.
- Describe how all quantitative and qualitative outcome data will be analyzed. Describe the statistical tools used to analyze quantitative data (e.g., descriptive statistics, chi-square, etc.) and your method used for analyzing qualitative data (identifying themes, content analysis, etc.).
- Describe the strategy for determining whether outcomes are due to the project and not some other factor(s) unrelated to the project, including a description of a comparison group, when applicable.
- If multiple types of interventions will be employed, include a description of how the separate effects on outcome variables of each type of the intervention will be determined, if possible.

Project Logic Model-

- Shows the logical relationships between Inputs/resources, Activities, Outputs, Outcomes, and Impacts of the project.
- Includes pertinent project activities and outcome variables outlined in the narrative.
- Displayed in a simple and easy-to-follow format.

Final Local Evaluation Report-

The Prop 64 PH&S Grant Program, Cohort 3 Final Local Evaluation Report (LER) should, at a minimum, address the following components of the LEP and document how the plan occurred:

Executive Summary

- The Executive Summary summarizes the key components of the report so that readers have a brief overview of the project's efforts and results.

Project Background

Project Evaluation Method and Design

Project Outcome Evaluation

Project Evaluation Results-

- Include the data related to the process evaluation. Describe any changes that were made as a result of the process evaluation findings.
- Include the total number of participants (unduplicated).
 - Include basic demographic information of your participants (e.g., age, gender, race/ethnicity, risk factors, prior involvement with the justice system).
 - When multiple services are available, include the number of individuals who received each of the services.
- Include the total number of activities and/or services.
- Include progress toward goals:
 - Provide a summary of the degree to which these goals and objectives were achieved.
 - Describe factors that affected the progress of project goals. This may include factors which resulted in achieving goals more quickly or impeded your progress. If there were factors that impeded your progress, describe how they were addressed.
- Describe results of any process analyses and provide a detailed explanation related to the project's performance over the course of the grant.
- Describe results of any outcome analyses and provide a detailed explanation of findings as it relates to any other additional outcome measures.

Discussion of Results-

- Discuss the effectiveness of different strategies implemented in the project.
- Make useful recommendations with specific guidance for what to replicate or do differently.

Current Project Logic Model

Grantee Highlight

- This section should provide a brief, one-page, visually appealing, highlight or success story that provides additional information related to the project's success over the grant cycle.

APPENDIX J
Prop 64 PH&S Grant Executive Steering Committee

	Name	Title	Organization /Agency
1	Linda Penner Chair	BSCC Board Member	Board of State and Community Corrections
2	Steve Carney	Chief Deputy, Cannabis Licensing Office	Santa Cruz County Sheriff's Office
3	Manuel Escandon	Director, Student Intervention & Prevention Department	Office of the Fresno County Superintendent of Schools
4	Hollie Hall	Consultant, PhD.	Watershed Resource Specialist Humboldt, Trinity, and Mendocino Counties
5	Tanja Heitman	Chief Probation Officer	Santa Barbara County
6	Amy Irani	Director	Environmental Health Nevada County
7	Vicki Jones	Environmental Health Division Director	Merced County Public Health
8	Jon Lopey	Sheriff	Siskiyou County
9	Renee Menart	Communication & Policy Analyst	Center on Juvenile and Criminal Justice
10	Dave Neilsen	Retired, Deputy Director	CA Department Alcohol & Drug Programs
11	Royal Ramey	Co-Founder	The Forestry and Fire Recruitment Program
12	Sarah Ruby	Deputy Public Defender	Santa Clara County
13	Michael Salvador	Police Chief	City of Atwater
14	Sharyn Turner	Registered Nurse	Nevada County Superintendent of Schools
15	Scott Whitney	Police Chief	City of Oxnard

APPENDIX K
Criteria for Non-Governmental Organizations Receiving
Proposition 64 Public Health and Safety Grant Funds

(Page 1 of 2)

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program, Cohort 3 Request for Proposals (RFP) includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S grant funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee:

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to the BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

Unless prior approval is obtained, the BSCC prohibits disbursement or reimbursement to any NGO that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE			
(This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (Blue Ink Only or E-signature) x			DATE

APPENDIX L
SAMPLE: Prop 64 PH&S Grant Program Work Plan

Applicants must complete Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, the responsible parties and a timeline. Completed plans should (1) identify the project’s top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. Applicants must use the Grant Work Plan provided within the online Proposal Submittal Application.

(1) Goal:				
Objectives (A., B., etc.)				
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
(2) Goal:				
Objectives (A., B., etc.)				
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
(3) Goal:				
Objectives (A., B., etc.)				
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date
(4) Goal:				
Objectives (A., B., etc.)				
Project activities that support the identified goal and objectives		Responsible staff/ partners	Timeline	
			Start Date	End Date

STANDARD AGREEMENT

STD 213 (Rev 03/2019)

AGREEMENT NUMBER

BSCC 966-22

PURCHASING AUTHORITY NUMBER (If Applicable)

BSCC-5227

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTOR NAME

COUNTY OF MONO

2. The term of this Agreement is:

START DATE

MAY 1, 2023

THROUGH END DATE

OCTOBER 31, 2028

3. The maximum amount of this Agreement is:

\$2,767,916.00

4. The parties agree to comply with the terms and conditions of the following exhibits and attachments, which are by this reference made a part of the Agreement.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	5
Exhibit C	General Terms and Conditions (04/2017)	4
Exhibit D	Special Terms and Conditions	5
Attachment 1*	Proposition 64 Public Health & Safety (Prop 64 PH&S) Grant Request for Proposals	*
Attachment 2	Proposition 64 PH&S Grant Program Cohort 3 Application for Funding	23
Appendix A	Proposition 64 PH&S Grant Program Cohort 3 Scoring Panel Roster	1
Appendix B	Criteria for Non-Governmental Organizations Receiving BSCC Funds (attached separately)	2

* This item is hereby incorporated by reference and can be viewed at:

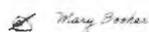
<http://www.bscc.ca.gov/proposition-64-public-health-safety-grant-program/>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

COUNTY OF MONO

CONTRACTOR BUSINESS ADDRESS 74 North School Street	CITY Bridgeport	STATE CA	ZIP 93517
PRINTED NAME OF PERSON SIGNING MARY BOOHER	TITLE County Administrative Officer		
CONTRACTOR AUTHORIZED SIGNATURE 	DATE SIGNED May 23, 2023		

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

BOARD OF STATE AND COMMUNITY CORRECTIONS

CONTRACTING AGENCY ADDRESS 2590 Venture Oaks Way, Ste 200	CITY Sacramento	STATE CA	ZIP 95833
PRINTED NAME OF PERSON SIGNING RICARDO GOODRIDGE	TITLE Deputy Director		
CONTRACTING AGENCY AUTHORIZED SIGNATURE 	DATE SIGNED		

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL: EXEMPT PER SCM, VOLUME 1, CH. 4.06

EXHIBIT A SCOPE OF WORK

1. GRANT AGREEMENT – Proposition 64 Public Health & Safety Grant

This Grant Agreement is between the State of California, Board of State and Community Corrections (hereafter referred to as BSCC) and County of Mono (hereafter referred to as the Grantee).

2. PROJECT SUMMARY AND ADMINISTRATION

A. The Prop 64 PH&S Grant Program is funded by a portion of tax revenue generated from the cultivation and retail sale of legal adult-use cannabis or cannabis products. \$150,000,000 is available from the combination of the Fiscal Year 2023-24 State Budget appropriation and prior fiscal year Budget Act appropriations for local assistance grants for the Proposition 64 Public Health and Safety (Prop 64 PH&S) Cohort 3 Grant Program, administered by the BSCC.

The purpose of this grant program is to fund projects that assist with law enforcement efforts, fire protection efforts, or other local projects addressing public health and safety associated with the implementation of the Control, Regulate and Tax Adult Use of Marijuana Act (AUMA)

B. Grantee agrees to administer the project in accordance with Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals (incorporated by reference) and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding which is attached and hereto and made part of this agreement.

3. PROJECT OFFICIALS

A. The BSCC's Executive Director or designee shall be the BSCC's representative for administration of the Grant Agreement and shall have authority to make determinations relating to any controversies that may arise under or regarding the interpretation, performance, or payment for work performed under this Grant Agreement.

B. The Grantee's project officials shall be those identified as follows:

Authorized Officer with legal authority to sign:

Name: Mary Booher
Title: County Administrative Officer
Address: 74 North School Street, Bridgeport, Ca, 93517
Phone: 760-932-5410
Email: Mbooher@mono.ca.gov

EXHIBIT A SCOPE OF WORK

Designated Financial Officer authorized to receive warrants:

Name: Jeff Mills
Title: Fiscal and Administrative Services Officer
Address: 57 Bryant Street, Bridgeport, Ca, 93517
Phone: 760-932-5573
Email: jlmills@mono.ca.gov

Project Director authorized to administer the project:

Name: Karin Humiston
Title: Chief of Probation
Address: 57 Bryant Street, Bridgeport, Ca, 93517
Phone: 760-932-5572
Email: khumiston@mono.ca.gov

- C. Either party may change its project representatives upon written notice to the other party.
- D. By signing this Grant Agreement, the Authorized Officer listed above warrants that they have full legal authority to bind the entity for which they sign.

4. DATA COLLECTION

Grantees will be required to comply with all data collection and reporting requirements as described in Attachment 1: Prop 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.

5. REPORTING REQUIREMENTS

- A. Grantee will submit quarterly progress reports in a format prescribed by the BSCC. These reports, which will describe progress made on program objectives and include required data, shall be submitted according to the following schedule:

Progress Report Periods

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025

Due no later than:

- August 15, 2023
- November 15, 2023
- February 15, 2024
- May 15, 2024
- August 15, 2024
- November 15, 2024
- February 15, 2025
- May 15, 2025
- August 15, 2025
- November 15, 2025

**EXHIBIT A
SCOPE OF WORK**

11. October 1, 2025 to December 31, 2025	February 15, 2026
12. January 1, 2026 to March 31, 2026	May 15, 2026
13. April 1, 2026 to June 30, 2026	August 15, 2026
14. July 1, 2026 to September 30, 2026	November 15, 2026
15. October 1, 2026 to December 31, 2026	February 15, 2027
16. January 1, 2027 to March 31, 2027	May 15, 2027
17. April 1, 2027 to June 30, 2027	August 15, 2027
18. July 1, 2027 to September 30, 2027	November 15, 2027
19. October 1, 2027 to December 31, 2027	February 15, 2028
20. January 1, 2028 to March 31, 2028	May 15, 2028
21. April 1, 2028 to April 30, 2028	June 15, 2028

Note: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.

B. Evaluation Documents

1. Local Evaluation Plan
2. Final Local Evaluation Report

Due no later than:

September 30, 2023
October 31, 2028

C. Other

Financial Audit

Due no later than:

October 31, 2028

Grantees shall submit all other reports and data as required by the BSCC.

6. PROJECT RECORDS

- A. The Grantee shall establish an official file for the project. The file shall contain adequate documentation of all actions taken with respect to the project, including copies of this Grant Agreement, approved program/budget modifications, financial records and required reports.
- B. The Grantee shall establish separate accounting records and maintain documents and other evidence sufficient to properly reflect the amount, receipt, and disposition of all project funds, including grant funds and any matching funds by the Grantee and the total cost of the project. Source documentation includes copies of all awards, applications, approved modifications, financial records, and narrative reports.
- C. Personnel and payroll records shall include the time and attendance reports for all individuals reimbursed under the grant, whether they are employed full-time or part-time. Time and effort reports are also required for all subcontractors and consultants.
- D. The grantee shall maintain documentation of donated goods and/or services, including the basis for valuation.

EXHIBIT A
SCOPE OF WORK

- E. Grantee agrees to protect records adequately from fire or other damage. When records are stored away from the Grantee's principal office, a written index of the location of records stored must be on hand and ready access must be assured.
- F. All Grantee records relevant to the project must be preserved a minimum of three (3) years after closeout of the grant project and shall be subject at all reasonable times to inspection, examination, monitoring, copying, excerpting, transcribing, and auditing by the BSCC or designees. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until the completion of the action and resolution of all issues which arise from it or until the end of the regular three-year period, whichever is later.

7. CONFLICT OF INTEREST

- A. Existing law prohibits any grantee, subgrantee, partner or like party who participated on the Prop 64 PH&S Cohort 3 Scoring Panel (See Appendix A) from receiving funds awarded under the Prop 64 PH&S Cohort 3 RFP. Applicants who are awarded grants under this RFP are responsible for reviewing the Prop 64 PH&S Cohort 3 Scoring Panel membership roster (see Appendix A) and ensuring that no grant dollars are passed through to any entity represented by the members of the Prop 64 PH&S Cohort 3 Scoring Panel.
- B. In cases of an actual conflict of interest with a Prop 64 PH&S Cohort 3 Scoring Panel member, the Board may revoke the grant award and legal consequences could exist for the parties involved, including, but not limited to, repayment of the grant award.

8. FINANCIAL AUDIT

Grantees are required to provide the BSCC with a financial audit no later than the end of the contract term, October 31, 2028. The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENTS

- A. The Grantee shall be paid quarterly in arrears by submitting an invoice (Form 201) to the BSCC that outlines actual expenditures claimed for the invoicing period.

Quarterly Invoicing Periods:

1. May 1, 2023 to June 30, 2023
2. July 1, 2023 to September 30, 2023
3. October 1, 2023 to December 31, 2023
4. January 1, 2024 to March 31, 2024
5. April 1, 2024 to June 30, 2024
6. July 1, 2024 to September 30, 2024
7. October 1, 2024 to December 31, 2024
8. January 1, 2025 to March 31, 2025
9. April 1, 2025 to June 30, 2025
10. July 1, 2025 to September 30, 2025
11. October 1, 2025 to December 31, 2025
12. January 1, 2026 to March 31, 2026
13. April 1, 2026 to June 30, 2026
14. July 1, 2026 to September 30, 2026
15. October 1, 2026 to December 31, 2026
16. January 1, 2027 to March 31, 2027
17. April 1, 2027 to June 30, 2027
18. July 1, 2027 to September 30, 2027
19. October 1, 2027 to December 31, 2027
20. January 1, 2028 to March 31, 2028
21. April 1, 2028 to April 30, 2028

Due No Later Than:

- August 15, 2023
November 15, 2023
February 15, 2024
May 15, 2024
August 15, 2024
November 15, 2024
February 15, 2025
May 15, 2025
August 15, 2025
November 15, 2025
February 15, 2026
May 15, 2026
August 15, 2026
November 15, 2026
February 15, 2027
May 15, 2027
August 15, 2027
November 15, 2027
February 15, 2028
May 15, 2028
June 15, 2028

Final Invoicing Periods*:

1. May 1, 2028 to June 30, 2028
2. July 1, 2028 to October 31, 2028

Due no later than:

- August 15, 2028
December 15, 2028

**Note: Service delivery period ends April 30, 2028. The period of May 1, 2028 to October 31, 2028 is for completion of Local Evaluation Report and financial audit only.*

- B. All grant project expenditures (excluding costs associated with the completion of the Final Local Evaluation Report and the financial audit) must be incurred by the end of the grant project service period, April 30, 2028, and included on the final invoice

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

due no later than June 15, 2028. Project costs incurred after April 30, 2028 will not be reimbursed/eligible for contribution.

- C. The Final Local Evaluation Report is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the Final Local Evaluation Report during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final invoice due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- D. The financial audit is due to BSCC by October 31, 2028. Expenditures incurred solely for the completion of the financial audit during the period of May 1, 2028 to October 31, 2028 must be submitted during the Final Expenditure Periods, with the final statement of expenditure due no later than December 15, 2028. Supporting fiscal documentation will be required for all expenditures claimed during the Final Invoicing Periods and must be submitted with the final invoice.
- E. Grantee shall submit an invoice to the BSCC each invoicing period, even if grant funds are not expended or requested during the invoicing period.
- F. Supporting documentation must be submitted for expenditures upon BSCC's request. All supporting documentation must be maintained by the grantee on site and be readily available for review during BSCC site visits.

2. GRANT AMOUNT AND LIMITATION

- A. In no event shall the BSCC be obligated to pay any amount in excess of the grant award. Grantee waives any and all claims against the BSCC, and the State of California on account of project costs that may exceed the sum of the grant award.
- B. Under no circumstance will a budget item change be authorized that would cause the project to exceed the amount of the grant award identified in this Grant Agreement.

3. BUDGET CONTINGENCY CLAUSE

- A. This grant agreement is valid and enforceable only if sufficient funds are made available through the Proposition 64 Initiative (the Control, Regulate and Tax Adult Use of Marijuana Act) via the State and Local Government Law Enforcement Account. On or before July 15th of each fiscal year, the State Controller shall deposit funds derived from Proposition 64 taxes into the State and Local Government Law Enforcement Account pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3). The grantee agrees that the BSCC's obligation to pay any sum to the grantee under any provision of this agreement is contingent upon the availability

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

of sufficient funding made available to the BSCC pursuant to Revenue and Taxation Code section 34019, subdivision (f)(3)(C).

- B. If Prop 64 PH&S funding is reduced or falls below estimates contained within the Prop 64 PH&S Request for Proposals Cohort 3, the BSCC shall have the option to either cancel this Grant Agreement with no liability occurring to the BSCC or offer an amendment to this agreement to the Grantee to reflect a reduced amount.
- C. If BSCC cancels the agreement pursuant to Paragraph 3(B) or Grantee does not agree to an amendment in accordance with the option provided by Paragraph 3(B), it is mutually agreed that the Grant Agreement shall have no further force and effect. In this event, the BSCC shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Grant Agreement except that Grantee shall be required to maintain all project records required by Paragraph 6 of Exhibit A for a period of three (3) years following the termination of this agreement.

4. PROJECT COSTS

- A. Grantee is responsible for ensuring that actual expenditures are for eligible project costs. "Eligible" and "ineligible" project costs are set forth in the July 2020 BSCC Grant Administration Guide, which can be found under Quick Links here:

https://www.bscc.ca.gov/s_correctionsplanningandprograms/

The provisions of the BSCC Grant Administration Guide are incorporated by reference into this agreement and Grantee shall be responsible for adhering to the requirements set forth therein. To the extent any of the provisions of the BSCC Grant Administration Guide and this agreement conflict, the language in this agreement shall prevail.

- B. Grantee is responsible for ensuring that statements of expenditures submitted to the BSCC claim actual expenditures for eligible project costs.
- C. Grantee shall, upon demand, remit to the BSCC any grant funds not expended for eligible project costs or an amount equal to any grant funds expended by the Grantee in violation of the terms, provisions, conditions, or commitments of this Grant Agreement.
- D. Grant funds must be used to support new program activities or to augment existing funds that expand current program activities. Grant funds shall not replace (supplant) any federal, state and/or local funds that have been appropriated for the same purpose. Violations can result in recoupment of monies provided under this grantor suspension of future program funding through BSCC grants.

5. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

6. WITHHOLDING OF GRANT DISBURSEMENTS

- A. The BSCC may withhold all or any portion of the grant funds provided by this Grant Agreement in the event the Grantee has materially and substantially breached the terms and conditions of this Grant Agreement.
- B. At such time as the balance of state funds allocated to the Grantee reaches five percent (5%), the BSCC may withhold that amount as security, to be released to the Grantee upon compliance with all grant provisions, including:
 - 1) submittal and approval of the final invoice;
 - 2) submittal and approval of the final progress report; and
 - 3) submittal and approval of any additional required reports, including but not limited to the Final Local Evaluation Report and the financial audit.
- C. The BSCC will not approve grantee expenditures for costs identified as ineligible for grant funding. If grant funds have been provided for costs subsequently deemed ineligible, the BSCC may either withhold an equal amount from future payments to the Grantee or require repayment of an equal amount to the State by the Grantee.
- D. In the event that grant funds are withheld from the Grantee, the BSCC's Executive Director or designee shall notify the Grantee of the reasons for withholding and advise the Grantee of the time within which the Grantee may remedy the failure or violation leading to the withholding.

7. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

**EXHIBIT B
 BUDGET DETAIL AND PAYMENT PROVISIONS**

8. PROJECT BUDGET

Budget Line Items	Grant Funds
1. Salaries and Benefits	\$738,830
2. Services and Supplies	\$164,621
3. Professional Services	\$1,727,421
4. Non-Governmental Organization (NGO) Subcontracts	\$0
5. Indirect Costs / Administrative Overhead (may not exceed 10% of grant award)	\$0
6. Equipment / Fixed Assets	\$122,044
7. Data Collection / Enhancement	\$0
8. Program Evaluation	\$0
9. Sustainability Planning	\$0
10. Other (include travel & training costs)	\$0
11. Financial Audit	\$15,000
TOTALS	\$2,767,916

EXHIBIT C
GENERAL TERMS AND CONDITIONS

General Terms and Conditions – GTC 04/2017

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 8. INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
- 9. RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
- 10. NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)
- Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.
- 11. CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 (<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>) are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
- 12. TIMELINESS:** Time is of the essence in this Agreement.

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- 13. COMPENSATION:** The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
- 14. GOVERNING LAW:** This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
- 15. ANTITRUST CLAIMS:** The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
- A. The Government Code Chapter on Antitrust claims contains the following definitions:
- 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
- B. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
- C. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
- D. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.
- 16. CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

EXHIBIT C
GENERAL TERMS AND CONDITIONS

- A. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- B. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

- A. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Gov. Code § 14841.)
- B. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. GRANTEE'S GENERAL RESPONSIBILITY

- A. Grantee agrees to comply with all terms and conditions of this Grant Agreement. Review and approval by the BSCC are solely for the purpose of proper administration of grant funds and shall not be deemed to relieve or restrict the Grantee's responsibility.
- B. Grantee is responsible for the performance of all project activities identified in Attachment 1: Proposition 64 PH&S Cohort 3 Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding.
- C. Grantee shall immediately advise the BSCC of any significant problems or changes that arise during the course of the project.
- D. Grantee shall immediately notify the BSCC if there is change in circumstances so that grantee no longer meets the eligibility criteria of the Proposition 64 PH&S Cohort 3 Program Request for Proposals. Grantee must immediately notify the BSCC if there is a change in grantee's nonprofit status or loss of good standing in the State of California (e.g., suspension or rescission of legal status by the Secretary of State for any reason, including but not limited to, failing to file forms, paying required fees, or making tax payments).

2. GRANTEE ASSURANCES AND COMMITMENTS

A. Compliance with Laws and Regulations

This Grant Agreement is governed by and shall be interpreted in accordance with the laws of the State of California. Grantee shall at all times comply with all applicable State laws, rules and regulations, and all applicable local ordinances.

B. Fulfillment of Assurances and Declarations

Grantee shall fulfill all assurances, declarations, representations, and statements made by the Grantee in Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposal and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding, documents, amendments, approved modifications, and communications filed in support of its request for grant funds.

C. Permits and Licenses

Grantee agrees to procure all permits and licenses necessary to complete the project, pay all charges and fees, and give all notices necessary or incidental to the due and lawful proceeding of the project work.

3. POTENTIAL SUBCONTRACTORS

- A. In accordance with the provisions of this Grant Agreement, the Grantee may subcontract for services needed to implement and/or support program activities. Grantee agrees that in the event of any inconsistency between this Grant Agreement and Grantee's agreement with a subcontractor, the language of this Grant Agreement will prevail.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

- B. Nothing contained in this Grant Agreement or otherwise, shall create any contractual relation between the BSCC and any subcontractors, and no subcontract shall relieve the Grantee of his responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the BSCC for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its subcontractors is an independent obligation from the BSCC's obligation to make payments to the Grantee. As a result, the BSCC shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.
- C. Grantee shall ensure that all subcontractors comply with the eligibility requirements stated in the Prop 64 PH&S Grant Cohort 3 RFP and described in Appendix B.
- D. Grantee assures that for any subcontract awarded by the Grantee, such insurance and fidelity bonds, as is customary and appropriate, will be obtained.
- E. Grantee agrees to place appropriate language in all subcontracts for work on the project requiring the Grantee's subcontractors to:

1) Books and Records

Maintain adequate fiscal and project books, records, documents, and other evidence pertinent to the subcontractor's work on the project in accordance with generally accepted accounting principles. Adequate supporting documentation shall be maintained in such detail so as to permit tracing transactions from the invoices, to the accounting records, to the supporting documentation. These records shall be maintained for a minimum of three (3) years after the acceptance of the final grant project audit under the Grant Agreement, and shall be subject to examination and/or audit by the BSCC or designees, state government auditors or designees, or by federal government auditors or designees.

2) Access to Books and Records

Make such books, records, supporting documentations, and other evidence available to the BSCC or designee, the State Controller's Office, the Department of General Services, the Department of Finance, California State Auditor, and their designated representatives during the course of the project and for a minimum of three (3) years after acceptance of the final grant project audit. The Subcontractor shall provide suitable facilities for access, monitoring, inspection, and copying of books and records related to the grant-funded project.

4. PROJECT ACCESS

Grantee shall ensure that the BSCC, or any authorized representative, will have suitable access to project activities, sites, staff and documents at all reasonable times during the grant period including those maintained by subcontractors. Access to program records will be made available by both the grantee and the subcontractors for a period of three (3) years following the end of the grant period.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

5. ACCOUNTING AND AUDIT REQUIREMENTS

- A. Grantee agrees that accounting procedures for grant funds received pursuant to this Grant Agreement shall be in accordance with generally accepted government accounting principles and practices, and adequate supporting documentation shall be maintained in such detail as to provide an audit trail. Supporting documentation shall permit the tracing of transactions from such documents to relevant accounting records, financial reports and invoices.
- B. Grantees are required to provide the BSCC with a financial audit within no later than the end of the contract term (October 31, 2028). The financial audit shall be performed by a Certified Public Accountant or a participating county or city auditor that is organizationally independent from the participating county's or city's project financial management functions. Expenses for this final audit may be reimbursed for actual costs up to \$25,000.
- C. The BSCC reserves the right to call for a program or financial audit at any time between the execution of this Grant Agreement and three years following the end of the grant period. At any time, the BSCC may disallow all or part of the cost of the activity or action determined to not be in compliance with the terms and conditions of this Grant Agreement or take other remedies legally available.

6. DEBARMENT, FRAUD, THEFT OR EMBEZZLEMENT

It is the policy of the BSCC to protect grant funds from unreasonable risks of fraudulent, criminal, or other improper use. As such, the Board will not enter into contracts or provide reimbursement to grantees that have been:

- 1. debarred by any federal, state, or local government entities during the period of debarment; or
- 2. convicted of fraud, theft, or embezzlement of federal, state, or local government grant funds for a period of three years following conviction.

Furthermore, the BSCC requires grant recipients to provide an assurance that there has been no applicable debarment, disqualification, suspension, or removal from a federal, state, or local grant program on the part of the grantee at the time of application and that the grantee will immediately notify the BSCC should such debarment or conviction occur during the term of the Grant contract.

BSCC also requires that all grant recipients include, as a condition of award to a subgrantee or subcontractor, a requirement that the subgrantee or subcontractor will provide the same assurances to the grant recipient. If a grant recipient wishes to consider a subgrantee or subcontractor that has been debarred or convicted, the grant recipient must submit a written request for exception to the BSCC along with supporting documentation.

All Grantees must have on file with the BSCC a completed and signed Certification of Compliance with BSCC Policies on Debarment, Fraud, Theft and Embezzlement (Required as Appendix F of the original Proposal Package).

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

7. MODIFICATIONS

No change or modification in the project will be permitted without prior written approval from the BSCC. Changes may include modification to project scope, changes to performance measures, compliance with collection of data elements, and other significant changes in the budget or program components contained in the Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding. Changes shall not be implemented by the project until authorized by the BSCC.

8. TERMINATION

A. This Grant Agreement may be terminated by the BSCC at any time after grant award and prior to completion of project upon action or inaction by the Grantee that constitutes a material and substantial breach of this Grant Agreement. Such action or inaction includes but is not limited to:

- 1) substantial alteration of the scope of the grant project without prior written approval of the BSCC;
- 2) refusal or inability to complete the grant project in a manner consistent with Attachment 1: Proposition 64 PH&S Grant Program Cohort 3 Request for Proposals and Attachment 2: Proposition 64 PH&S Grant Program Cohort 3 Application for Funding, or approved modifications;
- 3) failure to meet prescribed assurances, commitments, recording, accounting, auditing, and reporting requirements of the Grant Agreement; and
- 4) if grantee no longer meets the criteria of an eligible applicant. A grantee no longer meets the criteria of an eligible applicant if grantee's nonprofit status changes or grantee is no longer in good standing with the State of California. A loss of good standing may include suspension or rescission of legal status by the California Secretary of State for any reason, including but not limited to, failing to file forms, pay required fees, or making tax payments.

B. Prior to terminating the Grant Agreement under this provision, the BSCC shall provide the Grantee at least 30 calendar days written notice stating the reasons for termination and effective date thereof. The Grantee may appeal the termination decision in accordance with the instructions listed in Exhibit D: Special Terms and Conditions, Number 9. Settlement of Disputes.

9. SETTLEMENT OF DISPUTES

A. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute persists, the Grantee shall submit to the BSCC Corrections Planning and Grant Programs Division Deputy Director a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Grant Agreement. Grantee's written demand shall be fully supported by factual

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

information. The BSCC Corrections Planning and Grant Programs Division Deputy Director shall have 30 days after receipt of Grantee's written demand invoking this Section "Disputes" to render a written decision. If a written decision is not rendered within 30 days after receipt of the Grantee's demand, it shall be deemed a decision adverse to the Grantee's contention. If the Grantee is not satisfied with the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the Grantee may appeal the decision, in writing, within 15 days of its issuance (or the expiration of the 30-day period in the event no decision is rendered), to the BSCC Executive Director, who shall have 45 days to render a final decision. If the Grantee does not appeal the decision of the BSCC Corrections Planning and Grant Programs Division Deputy Director, the decision shall be conclusive and binding regarding the dispute and the Contractor shall be barred from commencing an action in court, or with the Victims Compensation Government Claims Board, for failure to exhaust Grantee's administrative remedies.

- B. Pending the final resolution of any dispute arising under, related to or involving this Grant Agreement, Grantee agrees to diligently proceed with the performance of this Grant Agreement, including the providing of services in accordance with the Grant Agreement. Grantee's failure to diligently proceed in accordance with the State's instructions regarding this Grant Agreement shall be considered a material breach of this Grant Agreement.
- C. Any final decision of the State shall be expressly identified as such, shall be in writing, and shall be signed by the Executive Director, if an appeal was made. If the Executive Director fails to render a final decision within 45 days after receipt of the Grantee's appeal for a final decision, it shall be deemed a final decision adverse to the Grantee's contentions. The State's final decision shall be conclusive and binding regarding the dispute unless the Grantee commences an action in a court of competent jurisdiction to contest such decision within 90 days following the date of the final decision or one (1) year following the accrual of the cause of action, whichever is later.
- D. The dates of decision and appeal in this section may be modified by mutual consent, as applicable, excepting the time to commence an action in a court of competent jurisdiction.

10. WAIVER

The parties hereto may waive any of their rights under this Grant Agreement unless such waiver is contrary to law, provided that any such waiver shall be in writing and signed by the party making such waiver.

SECTION I -
APPLICANT
INFORMATION

This section requires information about the applicant (County/City), grant funds being requested, proposed project synopsis and project officials.

Name of Applicant
(Name County or
City of Name)

County of Mono

Tax Identification
Number

95-6005661

Grant Funds
Requested - Whole
dollars only

\$2,767,916

Applicant's Physical
Address

57 Bryant Street
Bridgeport
California
93517
US

Applicant's Mailing
Address (if different
than physical
address)

PO Box 596
Bridgeport
CA
93517-0596
US

Mailing Address For
Reimbursement
Payments

PO Box 596
Bridgeport
California
93517
US

Project Title

The Mono County Mammoth High School Safety Program

Project Summary

The Mono County Mammoth High School Safety Program (MHSSP) targets the need for youth cannabis and substance use prevention and intervention programs; education outlining health impacts of youth cannabis use for high school students and young adults (18-21); a safe environment with caring adults after school (3:00 pm – 6:00 pm) for academics, recreation, and program intervention; and provides objective evaluation of efficacy of programs on reduction of youth referrals for cannabis use. Mono County will enter a Memorandum of Understanding (MOU) with the Mammoth Unified School District for time and location for Law Related Education and officer presence.

Proposed Project
County/City Size for
Funding Distribution

Small-sized county or a city within a small-sized county

Project Purpose
Areas (PPAs)

PPA 1: Youth Development/Youth Prevention and Intervention

Lead Public Agency
(LPA) Information

This sub-section requires information about the governmental agency with local authority of or within the county or city that will be acting as the LPA. Additionally, this section requires names and contact information for the individuals identified as the Project Director, Financial Officer, Day-to-Day Project Contact, Day-to-Day Fiscal Contact, and the Authorized Officer with signing authority.

**Lead Public Agency
(LPA)**

Mono County Probation

Project Director

**Karin
Humiston**

Project Director's
Title

Chief of Probation

Project Director's
Physical Address

**57 Bryant Street
Bridgeport
California
93517
US**

Project Director's
Mailing Address (if
different than
physical address)

**PO Box 596
Bridgeport
California
93517
US**

Project Director's
Email Address

khumiston@mono.ca.gov

Project Director's
Phone Number

+17609325572

Financial Officer

**Jeff
Mills**

Financial Officer's
Title

Fiscal and Administrative Services Officer

Financial Officer's
Physical Address

**57 Bryant Street
Bridgeport
CA
93517
US**

Financial Officer's
Mailing Address (if
different than
physical address)

**P.O. Box 596
Bridgeport
CA
93517-0596
US**

Financial Officer's
Email Address

jlmills@mono.ca.gov

Financial Officer's Phone Number **+17609325573**

Day-To-Day Program Contact **Jazmin Barkley**

Day-To-Day Program Contact's Title and Agency/Department/Organization **Deputy Probation Officer IV**

Day-To-Day Program Contact's Physical Address **57 Bryant Street
Bridgeport
California
93517
US**

Day-To-Day Program Contact's Email Address **jbarkley@mono.ca.gov**

Day-To-Day Program Contact's Phone Number **+17609241764**

Day-To-Day Fiscal Contact **Jazmin Barkley**

Day-To-Day Fiscal Contact's Title with Agency/Department/Organization **Deputy Probation Officer IV**

Day-To-Day Fiscal Contact's Physical Address **57 Bryant Street
Bridgeport
California
93517
US**

Day-To-Day Fiscal Contact's Email Address **jbarkley@mono.ca.gov**

Day-To-Day Fiscal Contact's Phone Number **+17609241764**

Name of Authorized Officer* **Robert Lawton**

I hereby certify I am **checked** vested by the Applicant with the authority to enter into contract with the BSCC, and the grantee and any subcontractors will abide by the laws, policies, and procedures governing this funding.

Date of Assurance **12/1/2022**

Authorized Officer's Title and Agency/Department **County Administrative Officer**

Authorized Officer's Physical Address **74 North School Street
Bridgeport
California
93517
US**

Authorized Officer's Email Address **rlawton@mono.ca.gov**

Authorized Officer's Phone Number **+17609325410**

SECTION II - PROPOSAL ABSTRACT **The Proposal Abstract should provide a brief summary of the proposed project. This section will not be included in the rating of the proposal.**

PROPOSAL ABSTRACT **The Mono County Mammoth High School Safety Program (MHSSP) targets the need for youth cannabis and substance use prevention and intervention programs; education outlining health impacts of youth cannabis use for high school students and young adults (18-21); a safe environment with caring adults after school (3:00 pm – 6:00 pm) for academics, recreation, and program intervention; and provides objective evaluation of efficacy of programs on reduction of youth referrals for cannabis use. Mono County will enter a Memorandum of Understanding (MOU) with the Mammoth Unified School District for time and location for Law Related Education and officer presence. Grant funding will be used for prevention and intervention program material, law related education curriculum, salary and benefits for probation officer, Community Liaison, Afterschool Coordinator, substitute salary for Liaison and Coordinator absence (10 days), snacks and meals for youth, Science, Technology, Engineering and Mathematics (STEM) and recreation equipment, and mandatory SRO core training.**

Proposal Narrative
Instructions

The Proposal Narrative section must address the following Rating Factors- Project Need, the Project Description, and the Project Evaluation - as outlined in the Prop 64 Cohort 3 RFP Information Packet, beginning on page 18 of the Prop 64 Cohort 3 RFP Instruction Packet. Narrative in this section must clearly identify and delineate each Factor Section (i.e., Project Need, the Project Description, and the Project Evaluation) when responding. Sources cited must be included within Proposal Narrative or may be referenced within the optional RFP- Additional Information attachment . It is up to the applicant to determine how best to use the total character limit in addressing each section (i.e., Project Need, the Project Description, and the Project Evaluation) . However, the Applicant may use the percent of total point value for each section as a guide. The Rating Factors and weighted value are provided in the Prop 64 Cohort 3 RFP Instruction Packet (Page 15). The Project Work Plan must also be uploaded to this Section as it is rated under the Project Description Rating Factor (2.6).

Proposal Narrative

1.1

Mono County is a rural county having no cities. The largest community, Mammoth Lakes, is a township with a population of approximately 8,200, not including June Lake (413) and Crowley Lake (980) where most youth attend Mammoth High School. The county's population is approximately 15,000 and is isolated due in part to the natural western wall of the Sierra Nevada Mountain range and an altitude inviting severe weather 5-6 months out of the year. Mono's weather makes travel difficult if not impossible given US Route 395 runs parallel to the mountain range. Most state routes are closed during the winter and part of spring thereby limiting access to the county by either Inyo County (south) or through Nevada (north). US Route 395 is closed frequently through the winter.

The county does not attract Community Based Organizations (CBO) given Mono's severe weather, remote location and low population. No CBO's exist that address the needs of youth. Mono County relies on local government agencies for services. Mono County has not been able to participate in many Board of State and Community Corrections (BSCC) grants due to the absence of CBO's in our county (Title II and Title II Tribal Youth, Adult Reentry Grant, Youth Reinvestment and Tribal Youth Diversion Grant and Proposition 47 Grant require CBO involvement).

The town of Mammoth Lakes has a population of 8,200. According to 2020-2021 data, the Mammoth Unified School District (MUSD), had a student population of 1117 with 60.7% minority (Hispanic) enrollment. Low-income and underserved MUSD minority students are disparately behind in academic progress, test scores, college readiness. Addressing disparity in Mammoth Lakes is a critical need.

Afterschool programming is limited to sports (i.e., football, baseball, volleyball, and softball). There are no student clubs for students (except skiing). While there are many sports opportunities in Mammoth Lakes, low-income and underserved students do not have the financial ability to participate nor do non-sports minded youth have the desire to participate.

In 2019, a juvenile probation officer (JPO) visited the school to assist with the rising vaping and cannabis incidents at the Mammoth High School (MHS). The school principal, Mammoth Lakes Police Department and Probation Services agreed to install vape and cannabis detectors in all bathrooms. Within three months before the closing of the school due to the COVID-19 pandemic, 30 instances of vape or cannabis detections were recorded, a significant number given the population of the school. Youth were directed to the probation officer who provided evidenced-based and trauma-informed services through diversion pursuant to a risk/needs assessment and otherwise adhered to the “principles of effective intervention” (Cullen & Gendreau, 2000). The 22-23 school year reflects continued vaping and marijuana. The school is installing detectors in areas of reported usage. Another concern was the number of Truancy cases. The School Attendance Review Board (SARB) adjudicated an average of 31 cases per year in the past three full school years, excluding the advent of stay-at-home orders. Most SARB cases were minority youth (SY 20-21 75% were minority). The use of illicit substances including cannabis were reported in many cases. Data is some what adulterated due to the pandemic; however, online truancy and at home marijuana use was reported throughout the lockdown. Also, of concern has been the increase in detention for 22-23, 175 thus far. Research indicates marijuana use is positively associated with Truancy and school drop outs (Roebuck, M.C., 2004).

Along with youth under the age of 18, young adults 18 and up to 21 years of age are impacted by cannabis use although the frequency of citation has decreased (which may be due to the aftereffects of the pandemic). Those young adults cited for cannabis since the passage of Proposition 64 are diverted within probation ensuring evidence-based practices responses are meeting the need of the client. An agreement with the community college encourages those young adults found to be using or in possession of illicit drugs be referred to probation for assessment and services. Probation also visits the college each semester under a Prop 64 Cohort 2 grant for discussions with the scholarship luncheon and wish to continue at the end of cohort 2 through to the end of cohort 3.

Cannabis and drug prevention and intervention services as well as programming after school during the time when most youth crime occurs (3 pm – 6 pm) is needed for our largest youth population at MHS. The passage of Proposition 64 benefitted youth by reducing criminal penalties for youth and young adults but didn't address how drug use was damaging to a developing brain, even permanent cognitive damage (Broyd, 2016). Of interest is research that indicates that the legalization of cannabis for adults has negatively impacted youth with cannabis use increasing (Zuckerman, A. M., et. al., 2021). It

is imperative then to address those areas of need that can contribute to cannabis use.

Cannabis referrals have not increased since the passage of Proposition 64, except for the increased number of vape or cannabis cases in the High School that are detected by the vape detectors; however, the need to provide prevention, academic and enrichment services became an urgent need. With the implementation of the Prop 64 funded Mammoth AfterSchool Program (MAP) for the Middle School, there have been 0 referrals or arrests for the 40+ youth in the program since its inception. This program also is at maximum capacity and well-received. It is imperative the MAP program continue at the end of 2024 (Cohort 2).

1.2a

Students from grades 9-12 and age 18-21 require youth development services and youth prevention and intervention services as indicated in the Project Purpose Area 1. Youth development services are limited and principally a secondary outcome in schools. While schools provide basic physical, developmental, and social needs, there is not a focused program to provide the enrichment required to address low academic achievement, activities to build human and cultural capital and develop and define youth's interests and skills. Developmental experiences with peers and teachers/mentors, allow youth and young adults to foster skills and develop self-management strategies, including self-regulation.

Currently high school youth receive intervention services only after referral to Probation Services. Rather than delaying services, prevention and community outreach is key in preventing exposure, preventing progression of use and/or addiction. There is a need for focused programming that is trauma-informed, culturally integrated and informed, relevant, developmentally accurate, community-driven, and evidenced based or informed in the high school.

1.3

Currently, in the town of Mammoth Lakes, there is only the MAP program that meets the needs of enrichment and academics as described above. Those programs outside of MAP are available to more affluent students and young adults. The school district does not have the funds to provide after school enrichment programs nor ability to fund snacks and lunches. Most of our youth are food insecure, a situation made worse by the pandemic. By providing nourishment, youth are more apt to stay in the program and receive assistance. The Town also considers it cost prohibitive and is currently focusing on affordable housing, another critical need of the Town. In essence, there are no school, Town or County resources to assist. Further, the Mammoth Lakes PD SRO is assigned to all schools and will be present only 1-2 hours a day at the high school.

1.4

The 21st Century Community Learning Centers (CCLC) is a federal grant and identifies specific afterschool activities for funding to improve student academic achievement as well as overall student success. The legislation names the following as "authorized

activities”: remedial education activities and academic enrichment learning, cultural programs, literacy education programs, well-rounded education activities, technology education programs, programs that support healthy and active lifestyles, parenting skills programs, that promote parental involvement and family literacy, and drug and violence prevention programs.

Afterschool programs help to improve students’ foundational skills. One study showed decreased disciplinary incidents where students attending 60 days or more was 23 percent lower than students who did not participate in the program (American Institutes for Research, 2016). A meta-analysis analyzing six dozen afterschool programs found that students who participated in afterschool programs exhibited significant improvement in their feelings and attitudes and indicators of behavioral adjustment. Students in programs also saw reductions in drug use and problem behavioral, such as aggression, noncompliance and conduct problems (Durlak, et. al, 2010).

A study of LA’s BEST, an afterschool and summer learning program that served more than 25,000 students at close to 200 sites in the Los Angeles Unified School District, found that dropout rates among LA’s BEST students were significantly lower than the overall district dropout rate. The study on the program’s long-term effects also found that program participation had a significant effect on reducing the dropout rate for low-income students (Huang et. al., 2005). While few longitudinal studies exist evaluating the effectiveness of SRO’s in the school, new studies are emerging and from an unlikely source. The federal Community Oriented Policing (COPS) program funds millions of dollars for SRO’s in the schools. Data however is collected and evaluated for law enforcement officers – not probation. The lessons learned within these studies are important for SRO’s and probation officers going forward. Some organizations describe the addition of SRO’s as a pipeline from schools to prison and carceral in nature given the high number of referrals and arrest (Nanda, J., 2021). Disparity in referral and arrest rate is disturbing as minority youth are more likely to be arrested. This early research is important in that it is not to be replicated in Mono County. Implicit bias is a frequent mandatory training within Mono County and specifically Probation Services. It will also be mandatory for high school teachers and staff. Further, the PO will be present to act in an educational and mentoring role. Research indicates that SRO’s appear to make a difference in safety. A series of recent studies conclude that the presence of SRO leads to declines in violent incidents in schools (Sorenen, 2022). Data suggests onsite PO’s reduce the number of trancies (Alarid, et.al., 2011). Partnerships with the community, law enforcement, parents and youth coupled with home visits reduced truancy, a contributor to later dropouts and delinquency. Mono County has one of the lowest juvenile crime rates in California. This is owed to the collaborative and preventative actions of justice partners.

1.5

The process to determine the needs was a result of collaborative

interaction between justice partners. The desire to address cannabis and drug use through prevention and intervention was the guiding variable in the discussion. It was also discussed that the needs required high-quality repeatable programming and therefore the need of a credentialed teacher (TOSA) to oversee the MHSSP and the continuation of the MAP program.

2.1

The MHSSP and MAP are designed to improve the lives of youth by meeting their physical, developmental, educational, vocational and social needs and by providing a safe environment to build the relationships and competencies needed to become successful young adults. The MHSSP will also provide evidence-based substance abuse prevention and intervention programs for youth grades 9-12.

The MHSSP would provide a Monday to Friday program. If referred through discipline, the student and parent will meet with the juvenile probation officer to conduct a risk needs assessment and if indicated, a Positive Childhood Experiences assessment. The program incorporates an average hour of academic study and/or drug abuse prevention and intervention (P/I), and the final two hours of passive activities, arts and crafts, large muscle group exercise and/or the Technology and Gaming (TAG) Program. Youth would receive a snack during the program. The bilingual probation officer (PO) will deliver a trauma informed prevention and intervention program and be present for the After School Program. The P/I classes are evidence-based. Classes will be developmentally appropriate as indicated within the curriculum. Those youth needing assistance will be able to attend individual and/or family counseling with a local counselor through the school. The MHSSP would encourage and support relationships and positive communication for youth among their families, peer groups, peer mentors and adult instructors. It is a program that would provide opportunities that would most likely not be available to specific youth and will challenge them to extend their strengths and build competencies.

The target population for the MHSSP are 9th grade to 12th grade youth. More than 50% of these youth are from low-income families and unable to participate in specific cost prohibitive sports, events, or activities. These youth may not have supervision from 3:00 pm to 6:00 pm. The MHSSP can accept up to 30 participants during the school year.

2.2

A large body of evidence exists that confirms quality afterschool programs assist children and youth to become more engaged in school, reduce their likelihood of at-risk behaviors or acting out at school, and help raise their academic performance. With an emphasis on evidence-based practices, more research is available to assist educators, parents, business leaders and policy makers to understand and expand positive outcomes. Further, multiple meta-analysis distills the key factors that impact positive outcomes of afterschool programs which are: intentional programming, staff quality, effective partnerships and program evaluation and

improvement (US Department of Education, 2019). MHSSP will adhere to these variables in the successful development and application of programming.

Youth generally have no adult supervision if their parent(s) are working during 3:00 pm – 6:00 pm, a time when most delinquency occurs. During the summer, children and youth are home alone if they are not engaged in some activity while their parent(s) works. The striation of low, middle and high income is actually more accurately represented as low income to very high income in Mammoth Lakes. Affordable housing is very limited in a community with a cost of living similar to San Francisco, considered to be notoriously high. We have many students that are low income who do not have the same opportunities as their more affluent peers. Afterschool programs provide the opportunity to address the needs of youth and provide preventative and intervention programming.

Research indicates the importance of a caring adult in a youth's life. The PO would be present and available to youth having been trained in development, trauma informed care, adolescent despair, motivational interviewing, bullying, communication and other areas impacting developing youth. Positive interaction between PO's and youth often yields the most positive results (Harvell, et.al., 2018).

The PO would assist the school and youth but would not actively supervise youth using traditional strategies such as surveillance and sanctions model (Harvell, et.al., 2018). The PO would divert youth from the justice system providing services and supports. Those youth receiving formal grants of probation will be supervised by the Juvenile Probation Officer.

2.3

Mammoth High School has a multi-purpose room on school property for the MHSSP as well as a vacant classroom to create a Technology and Gaming (TAG) classroom. Utilities and WIFI will be provided by the school. Further, teachers will bring their experience and relationships with students to specific recreation activities. The probation officer will attend the SRO Academy and trained in motivational interviewing, trauma-informed practice, risk/needs assessment, evidence-based practices and racial and ethnic disparity among the specialty training outside of the CORE academy.

Probation has a strong relationship with the education community. Probation has expanded our collaboration to include the community college Cerro Coso where probation officers deliver presentations each semester at the scholarship luncheons to provide 20 minute presentations on Proposition 64.

The Community Liaison, a credentialed full-time teacher, will have the responsibility to schedule teachers, select students for potential programs, schedule activities, collaborate with probation, and reach out to the community.

2.4

Our small community allows us to maintain strong bonds with our partners. Probation, MLPD and the schools have worked together on many projects. The Community Liaison will be credentialed. The district is preparing the job description for announcement if the grant is approved. Once selected, the Community Liaison will outline a specific plan for each day of the MHSSP. Mammoth schools will identify paraprofessionals within their posted job description as well as current teachers wishing to participate will submit a request internally. A Letter of Commitment was submitted by the School Superintendent.

3.1

Final project planning, hiring and preparation will occur between May 1, 2023 – August 1, 2023. Implementation and service delivery will begin August 8, 2023 for academic year 23-24. Project evaluation will be conducted by the juvenile probation manager overseen by the Chief Probation Officer. During project planning, through county information technology, a system (Sharepoint) will be designed and published in dashboard format available to participants for update. Data can be updated and reviewed by quarter. At the completion of each year, members of the school, superintendent, probation, Tobacco Prevention, members of the program and other supportive agencies will meet to discuss findings, challenges, and barriers.

3.2

The following measurements will be recorded throughout the five years: number of LRE classes, number of Botvin Lifeskills classes delivered (pre and post test scores); number of Positive Child Experiences Survey and scores; referrals to services, of satisfaction post program (scores for Likert scale with 5 indicating very satisfied); marijuana knowledge pre and posttest; number of Diversion intakes, number of District Attorney Petitions, number of counsel and dismiss; number by type of services issued and consequences, number of completed services and consequences, number of second offenses; number of tobacco related referrals in school by month, number of alarms by tobacco or marijuana by month; number of presentations delivered at the community college, number of one hour academic class delivered, qualitative information from students soliciting their thoughts on whether they are receiving the assistance they need; number of disciplinary referrals; number of LE referrals, school referrals and SARB referrals; number of snacks and meals by month, qualitative review query of teachers, paraprofessionals, students receiving enough snacks and meals, number of Hispanic community forums conducted, number of surveys completed in the community, number of teachers and staff attending Implicit Bias and number of meetings with the community.

3.3

Mono County's small size allows high communication and close involvement with justice and other collaborators. Probation will be meeting onsite daily with the school with the juvenile manager weekly. The juvenile manager will meet with the principal monthly however probation and the school will have frequent interaction. The

juvenile manager will conduct monthly monitoring in all other areas and be directly involved and oversee Goal 3.

3.4

Data sharing agreements through Sharepoint will be completed by May 1, 2023. The MOU will identify those variables being entered by collaborator.

3.5

The research design will be mixed design of descriptive and experimental. The COVID pandemic disallowed collecting previous full year data wherefore academic year 22-23 will be used to compare data. Increase and decrease will be indicated by percentage. Descriptive data will be provided as well as qualitative data as generated by surveys and narrative interviews. The overall intended outcomes are to increase academic progress and test scores by those students involved in MHSSP to reduce marijuana, vape and illicit drug use by students.

Prop 64 PH&S Grant Program Project Work Plan

Applicants must complete a Project Work Plan. This Project Work Plan identifies measurable goals and objectives, activities and services, responsible parties for those activities and services, and estimated timelines. Completed plans should (1) identify the project's top goals and objectives; (2) identify how the top goals will be achieved in terms of the activities, responsible staff/partners, and start and end dates; and (3) provide goals and objectives with a clear relationship to the need and intent of the grant. As this grant term is for five (5) years, the Project Work Plan must attempt to identify activities/services and estimate timelines for the entire grant term. Include data and sources that will be used to measure project outcomes.

Applicants must use the Project Work Plan provided below. You will be prompted to upload this document to the BSCC-Submittable Application.

(1) Goal:	> To reduce/eliminate illegal substance use in youth grades 6-12		
Objectives (A., B., etc.)	> Objective A: Establish a program for High School students that is trauma informed, evidence based, developmentally appropriate, culturally relevant and communtiy driven. Objective B: Provide a non-punitive prevention and intervention education program to ensure safety and health. Objective C: To identify a youth's strengths and challenges, when necessary, a Positive Childhood Experiences assessment (PCE's) will be conducted and a parent interview will be completed. Objective D: By the end of the program, youth will score higher on the marijuana knowledge and the nicotine/vape post tests upon completion of an evidence based educational program. Objective E: To recommend eligible youth and/or families in counseling services based on assessment reccomendations.		
Process & Outcome Measures:	> Impacts/Outcomes will be a reduction of vape, tobacco, marijuana and other illegal substance use in program participants grades 6-12, measured by monthly and yearly reported incidents via PO, staff, and vape/tobacco/marijuana detection devices in place		
Project activities/services that support the identified goal and objectives: > - Prevention and intervention program for all youth in program grades 6-12 by the PO. - Interviews with referred youth and parent with assessment and PCE's. - Youth will understand the negative effects of marijuana and California law, intervention through EBP provided by the PO. - Youth will receive nicotine and vape class. - Counselor provides individual and famliy counseling. - Middle school program will develop age appropriate curriculum for grades 6-8; high school program continues age appropriate curriculum with added support from community liason and on-campus PO.	Responsible staff/ partners	Timeline	
		Start Date	End Date
	> MUSD, Probation	> 8/2023	> 7/2028
	Probation	8/2023	7/2028
	MUSD TOSA, Probation	8/2023	7/2028
	Counselor	8/2023	7/2028
	MUSD TOSA's	8/2023	7/2028
List data and sources to be used to measure outcomes: > School student incident records/reports provided by the MUSD TOSA's, admin, and SRO; pre/post test comparisons on nicotine, tobacco, vape, and marijuana education; participant and family pre and post program interviews			
(2) Goal:	> To provide more youths with structured adult supervision beyond the school day		
Objectives (A., B., etc.)	> Objective A: Youth will improve socially, emotionally, and academically by spending 3 hours a day with a credentialed teacher (TOSA), paraprofessionals, and mentors who will be available to youth in the program. Objective B: Youth will exhibit less school disruption and disciplinary instances after one semester or summer of participating in a prosocial, safe, creative and enriching environment.		

	Objective C: Youth will receive less school, law enforcement, and School Attendance Review Board (SARB) referrals by engaging in stimulating programming and educational activities. Objective D: Youth will receive healthy snacks along with guided physical activities to ensure their physical health and development.		
Process & Outcome Measures:	> Impacts/Outcomes will be reduced incidents of disruptive and defiant behavior; reduction in referrals for poor academic, emotional, and behavioral reasons; reduction in SARBs, as measured by comparative student data provided by MUSD, PO, TOSA's utilizing school informational systems		
Project activities/services that support the identified goal and objectives: > - Youth meet after school daily for three hours allotted into time for academic work, substance prevention education, self-awareness/life skills education, and protected leisure time. - Enrichment technology room will be assigned and designed curriculum developed and user ready. - Director position description completed; MAP Director (TOSA) extended and MHSSP Director (TOSA) hired - Enrichment technology room operating, curriculum for MHSSP designed and developed using 21st Century CCLC and Afterschool Alliance format; student and parent agreements developed; student information book prepared - Snack/meal calendar to be developed and ordered	Responsible staff/ partners	Timeline	
	> MUSD TOSA's, para-professionals, mentors	> 8/2023	> 4/2028
	HS Principal	6/2023	4/2028
	MUSD TOSA	8/2023	4/2028
	MUSD	6/2023	4/2028
MUSD TOSA	8/2023	4/2028	
MUSD TOSA TOSA	8/2023	4/2028	
List data and sources to be used to measure outcomes: > ARIES student information system; student records, Mono Probation attendance portal, Sharepoint			
(3) Goal:	> To increase community involvement and cultural needs.		
Objectives (A., B., etc.)	> Objective A: Provide implicit bias training to the Mammoth High School teachers and staff. Objective B: Design a survey that will acquire insight on the needs of the Hispanic community and provide a safe environment to discuss outcomes about the community and schools. Objective C: Provide a Hispanic Community Forum with the Mono County Superior Court.		
Process & Outcome Measures:	> Impacts/Outcomes will be an increased awareness and understanding of and for the Hispanic community as measured by qualitative comments and opinions received through discussions.		
Project activities/services that support the identified goal and objectives: > Coordinate with MHS principal to provide training Acquire the Urban Institute's Survey and adapt to our community. Plan and implement process or gathering community input. Coordinate with the Mono County Superior Court and MLPD.	Responsible staff/ partners	Timeline	
	> TOSA's	> 8/2023	> 4/2028
	TOSA's	8/2023	4/2028
	Probation	8/2023	4/2028
	Probation	8/2023	4/2028
MLPD	8/2023	4/2028	
Superior Court	8/2023	4/2028	
List data and sources to be used to measure outcomes: > Pre/post evaluation and interviews			
(4) Goal:	>		
Objectives (A., B., etc.)	>		
Process & Outcome Measures:	>		
Project activities/services that support the identified goal and objectives: >	Responsible staff/ partners	Timeline	
	>	>	>

List data and sources to be used to measure outcomes: >

Additional RFP Information

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Botvin, G.J., Griffin, K.W., Nicols, T.R. (2006). Preventing youth violence and delinquency through a universal school-based prevention approach. *Prevention Science*, 7, 403-408.

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Durlak, J. A., Weissberg, R. P., & Pachan, M. (2010). A Meta-Analysis of After-School Programs That Seek to Promote Personal and Social Skills in Children and Adolescents. *American Journal of Community Psychology*. 45:294-309.

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Roebuck, M.C., French, M.T., & Dennis, M.L. (2004). Adolescent Marijuana Use and School Attendance, Economics of Education Review: Vol. 23, Issue 2, 133-141.

Sorenen, L.C., Montserrat, A.A., Engberg, J., & Bushway, S.D., (2022). The Thin Blue Line in Schools: New Evidence on School-based Policing Across the US. EdWorkingPaper, No. 21-476, Annenberg, Brown University.

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Request for Proposals Section IV: Project Budget and Budget Narrative

Proposition 64 Grant Program Cohort 3 **Applicant:** Mono County Probation

Project Budget: Enter estimated costs for reimbursement for the full five (5) year grant term.

Note: This top table will auto-populate based on the information entered in the sections below.

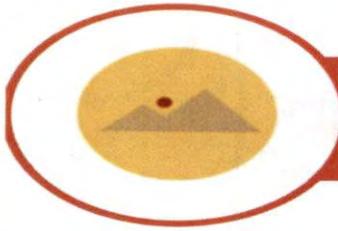
Budget Line Item	Grant Funds
1. Salaries and Benefits	\$738,830
2. Services and Supplies	\$164,621
3. Professional Services	\$1,727,421
4. Non-Governmental Organizations (NGO) Contracts	\$0
5. Equipment / Fixed Assets	\$122,044
6. Data Collection / Enhancement	\$0
7. Program Evaluation	\$0
8. Sustainability Planning	\$0
9. Other (include any travel and/or training costs)	\$0
10. Financial Audit (Up to \$25,000 may be allocated for an end of project financial audit.)	\$15,000
11. Indirect Costs/Administrative Overhead (Costs may be charged at an amount not to exceed ten percent (10%) of the actual total direct project costs.)	\$0
TOTAL	\$2,767,916

1. Salaries and Benefits		
Title	(% FTE <u>or</u> Hourly Rate) & Benefits	Grant Funds
Example (Hourly): Fiscal Manager	\$60/hour x 10 hours/month x 3 years = \$21,600 + benefits @ 22% = \$4,752	\$26,352
Example (FTE): Counselor	.25 FTE @ \$60,000 x 3 years = \$45,000	\$45,000
Deputy Probation Officer/School Resource Officer	1.0 FTE @ \$70,943.67 salary and \$56,780.01 benefits for year one	\$127,724
Deputy Probation Officer/School Resource Officer	1.0 FTE @ \$75,611.53 salary and \$61,370.93 benefits for year two	\$136,982
Deputy Probation Officer/School Resource Officer	1.0 FTE @ \$80,606.13 salary and \$66,367.21 benefits for year three	\$146,973
Deputy Probation Officer/School Resource Officer	1.0 FTE @ \$85,950.36 salary and \$71,805.57 benefits for year four	\$157,756
Deputy Probation Officer/School Resource Officer	1.0 FTE @ \$91,668.69 salary and \$77,726.35 benefits for year five	\$169,395
TOTAL		\$738,830

Salaries and Benefits Narrative:

Deputy Probation Officer III - Juvenile Officer: 1.0 FTE School Resource Officer
Based on the following annual salary and benefits:
Year 1 - \$127,724
Year 2 - \$136,982
Year 3 - \$146,973
Year 4 - \$157,756
Year 5 - \$169,395
Five year total \$738,830.

Youth development programs should be designed to improve the lives of children and adolescents by meeting their basic physical, developmental, and social needs and helping them build competencies needed to become successful adults. Goal 1 of our plan addresses reducing/eliminating illegal substance use in the high school. By employing and posting a probation officer in the high school will reduce the number of arrests and referrals and rather than a carceral response, providing assistance and support reduces the costs to the county and state. Keeping kids in school is an important target to avert later costs due to truancy and delinquency. The same could be said for the two Teachers overseeing the after-school programs. Their efforts avert youth from truancy and delinquency. Results from the first year of the MAP program indicates no youth was arrested or disciplined for cannabis use or any other offense. STEM equipment under Fixed Assets has been important in the MAP program. Youth utilizing the equipment are building confidence and attaining competencies in areas such as science and mathematics. The drones and cameras will expand their understanding of photography and videography using math, physics, science, and technology. When offered this course as an opportunity, the majority of the 40 kids wished to participate. The Services and Supplies all are used within the After-school program. Again, uninvolved and isolated youth are more apt to use cannabis and become truant. Such an investment in a youth's education and programs clearly pays off when not detaining youth. The current cost of detaining a youth for a year is \$150,000. Investing in their future is more effective.



November 29, 2022

To Whom it May Concern:

This letter is to affirm the strong commitment of myself and the Mammoth Unified School District to working with our community partners, the Mono County Probation Department, on the application and implementation of the Proposition 64 Public Health and Safety grant Program.

The District and Probation already enjoy a partnership that is beneficial to the youth in Mono County. Under the direction of Chief Probation Officer, Karin Humiston, Probation provides a myriad of support systems for students in our district, including a Juvenile Probation Officer liaison that works daily in our Middle School, support for school processes like the School Attendance and Review Board, informal probation contracts and district initiatives like Red Ribbon Week.

The Proposition 64 Cohort 3 Grant will provide a safe place for secondary students in our county. Currently, beyond athletics, there are no structured programs for our students after school. Engaging our students in structured safety, academic and social-emotional intervention programs after school will benefit them in many positive ways. MUSD commits to implementing the afterschool program, including procuring state, hiring and training director and staff, and daily implementation of student programs. Working closely with Probation Services, it is our desire to develop an effective program that could extend beyond the grant period as a permanent solution for keeping our youth engaged in positive and productive activities after school every day.

Please let me know if you have any questions.

Sincerely,

Fred Navarro, Superintendent of Schools

APPENDIX A
PROPOSITION 64 PH&S GRANT PROGRAM COHORT 3
SCORING PANEL ROSTER

	Name	Title	Organization
1	Guillermo Viera Rosa (Chair)	BSCC Board Member Director, Div. of Adult Parole	CA Department of Corrections and Rehabilitation
2	Devin Gray	Policy Research	Department of Cannabis Control – Policy and Research Division
3	Jim Keddy	Director	Youth Forward
4	Ata Khan	Planning Manager	City of Pomona – Development Services
5	Charles Smith	Commander	Department of Cannabis Control – Law Enforcement Division
6	America Velasco	Pre-Trial Services Coordinator	Solano County Superior Court

APPENDIX B

CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT FUNDS

The Proposition 64 Public Health and Safety (Prop 64 PH&S) Grant Program Cohort 3 Request for Proposals (RFP) includes requirements that apply to non-governmental, community-based organizations. Grantees are responsible for ensuring that all contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S Cohort 3 funds. The RFP describes these requirements as follows:

The Prop 64 PH&S Grant Program Cohort 3 RFP includes requirements that apply to non-governmental organizations that receive funds under this grant. All grantees are responsible for ensuring that any contracted third parties continually meet these requirements as a condition of receiving Prop 64 PH&S Grant Program Cohort 3 funds. The RFP describes these requirements as follows.

Any non-governmental organization that receives Prop 64 PH&S Grant Program Cohort 3 funds (as either subgrantee or subcontractor) must:

- Have been duly organized, in existence, and in good standing for at least six months prior to the effective date of its fiscal agreement (i.e., December 1, 2022) with the BSCC or with the Prop 64 PH&S grantee. Non-governmental entities that have recently reorganized or have merged with other qualified non-governmental entities that were in existence prior to the six-month date are also eligible, provided all necessary agreements have been executed and filed with the California Secretary of State prior to the start date of the grant agreement with the BSCC or the start date of the grantee-subcontractor fiscal agreement.
- Be registered with the California Secretary of State's Office, if applicable;
- Have a valid business license, Employer Identification Number (EIN), and/or Taxpayer ID (if sole proprietorship);
- Have any other state or local licenses or certifications necessary to provide the services requested (e.g., facility licensing by the Department of Health Care Services), if applicable; and
- Have a physical address.

Non-Governmental Organizations (NGOs) include: community-based organizations (CBOs), faith-based organizations (FBOs), nonprofit organizations/501(c)(3)s, evaluators (except government institutions such as universities), grant management companies and any other non-governmental agency or individual. Note: These criteria do not apply to government organizations (e.g., counties, cities, school districts, etc.).

**APPENDIX B
 CRITERIA FOR NON-GOVERNMENTAL ORGANIZATIONS RECEIVING
 PROPOSITION 64 PUBLIC HEALTH AND SAFETY GRANT FUNDS**

In the table below, provide the name of the Grantee and list all contracted parties.

Grantee: County of Mono

Name of Contracted Party	Address	Email / Phone	Meets All Requirements
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>
			Yes <input type="checkbox"/> No <input type="checkbox"/>

Grantees are required to update this list and submit it to BSCC any time a new third-party contract is executed after the initial assurance date. Grantees shall retain (on-site) applicable source documentation for each contracted party that verifies compliance with the requirements listed in the Prop 64 PH&S Grant Program Cohort 3 RFP. These records will be subject to the records and retention language found in Appendices A and C of the Standard Agreement.

The BSCC will not disburse or reimburse for costs incurred by any third party that does not meet the requirements listed above and for which the BSCC does not have a signed grantee assurance on file.

A signature below is an assurance that all requirements listed above have been met.

AUTHORIZED SIGNATURE (This document must be signed by the person who is authorized to sign the Grant Agreement.)			
NAME OF AUTHORIZED OFFICER	TITLE		TELEPHONE
STREET ADDRESS	CITY	STATE	ZIP CODE
EMAIL ADDRESS			
SIGNATURE (Blue Ink Only or E-signature) x			DATE



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

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 9/30/2023.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 9/30/2023.

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 9/30/2023](#)

History

Time	Who	Approval
10/24/2023 4:30 PM	County Counsel	Yes
10/23/2023 2:22 PM	Finance	Yes
10/24/2023 9:34 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	9/8/2023	3130AWTR1	1,000,000.00	FHLB 4.375 9/8/2028	99.64	996,360.00	4,131.94	4.45	1,000,491.94
Buy	9/29/2023	91282CHM6	1,000,000.00	T-Note 4.5 7/15/2026	99.06	990,625.00	9,293.48	4.86	999,918.48
Subtotal			2,000,000.00			1,986,985.00	13,425.42		2,000,410.42
Deposit	9/12/2023	31846V203	1,000,000.00	First American Gov Fund MM	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	9/20/2023	31846V203	500,000.00	First American Gov Fund MM	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	9/20/2023	31846V203	500,000.00	First American Gov Fund MM	100.00	500,000.00	0.00	0.00	500,000.00
Deposit	9/29/2023	CAMP60481	154,145.39	California Asset Management Program LGIP	100.00	154,145.39	0.00	0.00	154,145.39
Deposit	9/29/2023	OAKVALLEY0670	14,499.54	Oak Valley Bank Cash	100.00	14,499.54	0.00	0.00	14,499.54
Deposit	9/29/2023	OAKVALLEY0670	14,527,392.23	Oak Valley Bank Cash	100.00	14,527,392.23	0.00	0.00	14,527,392.23
Deposit	9/30/2023	31846V203	27,122.18	First American Gov Fund MM	100.00	27,122.18	0.00	0.00	27,122.18
Subtotal			16,723,159.34			16,723,159.34	0.00		16,723,159.34
Total Buy Transactions			18,723,159.34			18,710,144.34	13,425.42		18,723,569.76
Interest/Dividends									
Interest	9/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	697.88	0.00	697.88
Interest	9/1/2023	369674CG9	0.00	General Electric Credit Union 5 1/30/2024		0.00	1,053.15	0.00	1,053.15
Interest	9/1/2023	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	1,015.10	0.00	1,015.10
Interest	9/1/2023	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	930.51	0.00	930.51
Interest	9/1/2023	752147HK7	0.00	Rancho Santiago CCD 0.956 9/1/2026		0.00	3,465.50	0.00	3,465.50
Interest	9/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	9/1/2023	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	1,050.26	0.00	1,050.26
Interest	9/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	9/1/2023	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	1,021.56	0.00	1,021.56
Interest	9/1/2023	194162AR4	0.00	Colgate-Palmolive Co. 4.6 3/1/2028-23		0.00	11,500.00	0.00	11,500.00
Interest	9/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	9/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	941.08	0.00	941.08
Interest	9/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/1/2023	752147HJ0	0.00	Rancho Santiago Community College GO 0.734 9/2/202		0.00	1,835.00	0.00	1,835.00
Interest	9/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	9/1/2023	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	951.66	0.00	951.66
Interest	9/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	9/2/2023	27004PCM3	0.00	Eaglemark Savings Bank 2 3/2/2027		0.00	2,490.30	0.00	2,490.30
Interest	9/3/2023	29367RMJ2	0.00	Enterprise Bank 4.35 3/3/2028		0.00	5,350.62	0.00	5,350.62
Interest	9/3/2023	05580AW34	0.00	BMW Bank North America 4.35 3/3/2028		0.00	5,350.62	0.00	5,350.62
Interest	9/3/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	930.51	0.00	930.51
Interest	9/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	676.73	0.00	676.73
Interest	9/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	9/8/2023	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	1,015.10	0.00	1,015.10
Interest	9/8/2023	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	993.95	0.00	993.95
Interest	9/8/2023	3130AP6Q3	0.00	FHLB 0.125 9/8/2023		0.00	625.00	0.00	625.00
Interest	9/8/2023	29367SJQ8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	9/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	9/8/2023	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,042.62	0.00	1,042.62
Interest	9/8/2023	3137EAEW5	0.00	FHLMC 0.25 9/8/2023		0.00	1,250.00	0.00	1,250.00
Interest	9/8/2023	3130ATUQ8	0.00	FHLB 4.75 3/8/2024		0.00	23,750.00	0.00	23,750.00
Interest	9/8/2023	3130A7PH2	0.00	FHLB 1.875 3/8/2024		0.00	9,375.00	0.00	9,375.00
Interest	9/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	9/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	884.65	0.00	884.65
Interest	9/10/2023	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	898.79	0.00	898.79
Interest	9/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	697.88	0.00	697.88
Interest	9/10/2023	649447VN6	0.00	New York Community Bank 0.7 9/10/2024		0.00	878.66	0.00	878.66
Interest	9/11/2023	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	764.05	0.00	764.05
Interest	9/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	9/12/2023	3135G0U43	0.00	FNMA 2.875 9/12/2023		0.00	14,375.00	0.00	14,375.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	9/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	9/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	9/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	9/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,053.15	0.00	1,053.15
Interest	9/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	9/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	9/14/2023	46632FSH9	0.00	JP Morgan Chase Bank 1 9/14/2026-23		0.00	2,500.00	0.00	2,500.00
Interest	9/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	9/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	9/14/2023	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	1,004.53	0.00	1,004.53
Interest	9/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	9/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	9/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	740.18	0.00	740.18
Interest	9/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	9/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	9/16/2023	3130AV2M3	0.00	FHLB 6 3/16/2028-23		0.00	11,127.98	0.00	11,127.98
Interest	9/17/2023	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	951.66	0.00	951.66
Interest	9/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	9/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	9/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	9/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	9/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	9/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	9/20/2023	89236TFN0	0.00	Toyota Motor Credit Corp 3.45 9/20/2023-18		0.00	8,625.00	0.00	8,625.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/20/2023	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	919.94	0.00	919.94
Interest	9/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	930.51	0.00	930.51
Interest	9/21/2023	52248LAA4	0.00	Lebanon Federal Credit Union 3.2 9/21/2023		0.00	3,952.22	0.00	3,952.22
Interest	9/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	951.66	0.00	951.66
Interest	9/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	9/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	9/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	9/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	9/24/2023	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	9/24/2023	3130ALN34	0.00	FHLB 0.7 3/24/2025-21		0.00	3,500.00	0.00	3,500.00
Interest	9/25/2023	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	951.66	0.00	951.66
Interest	9/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	9/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	9/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	9/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	9/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	9/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	9/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	729.60	0.00	729.60
Interest	9/26/2023	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	9/26/2023	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,053.15	0.00	1,053.15
Interest	9/27/2023	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	898.79	0.00	898.79
Interest	9/27/2023	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	157.97	0.00	157.97
Interest	9/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	9/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	9/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	9/28/2023	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	962.23	0.00	962.23
Interest	9/28/2023	06062R4E9	0.00	Bank of Baroda New York 3.3 9/28/2023		0.00	4,075.73	0.00	4,075.73



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	9/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,053.15	0.00	1,053.15
Interest	9/29/2023	CAMP60481	0.00	California Asset Management Program LGIP		0.00	154,145.39	0.00	154,145.39
Interest	9/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33
Interest	9/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	9/29/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	14,499.54	0.00	14,499.54
Interest	9/30/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	9/30/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	9/30/2023	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	919.94	0.00	919.94
Interest	9/30/2023	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	4,672.69	0.00	4,672.69
Interest	9/30/2023	31846V203	0.00	First American Gov Fund MM		0.00	27,122.18	0.00	27,122.18
Interest	9/30/2023	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	9/30/2023	912828YH7	0.00	T-Note 1.5 9/30/2024		0.00	7,500.00	0.00	7,500.00
Interest	9/30/2023	912828YG9	0.00	T-Note 1.625 9/30/2026		0.00	8,125.00	0.00	8,125.00
Interest	9/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	867.07	0.00	867.07
Interest	9/30/2023	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	9/30/2023	912828W71	0.00	T-Note 2.125 3/31/2024		0.00	10,625.00	0.00	10,625.00
Interest	9/30/2023	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	910.73	0.00	910.73
Interest	9/30/2023	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	900.49	0.00	900.49
Interest	9/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,053.15	0.00	1,053.15
Interest	9/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	930.51	0.00	930.51
Interest	9/30/2023	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,053.15	0.00	1,053.15
Interest	9/30/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Subtotal			0.00			0.00	401,085.62		401,085.62
Total Interest/Dividends			0.00			0.00	401,085.62		401,085.62
Sell Transactions									
Matured	9/8/2023	3130AP6Q3	1,000,000.00	FHLB 0.125 9/8/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 8/31/2023, End Date: 9/30/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Matured	9/8/2023	3137EAEW5	1,000,000.00	FHLMC 0.25 9/8/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/11/2023	25460FCF1	249,000.00	Direct Federal Credit Union 3.5 9/11/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	9/12/2023	3135G0U43	1,000,000.00	FNMA 2.875 9/12/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	9/20/2023	89236TFN0	500,000.00	Toyota Motor Credit Corp 3.45 9/20/2023-18	0.00	500,000.00	0.00	0.00	500,000.00
Matured	9/21/2023	52248LAA4	245,000.00	Lebanon Federal Credit Union 3.2 9/21/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	9/28/2023	06062R4E9	245,000.00	Bank of Baroda New York 3.3 9/28/2023	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			4,239,000.00			4,239,000.00	0.00		4,239,000.00
Withdraw	9/25/2023	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	9/27/2023	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	9/29/2023	OAKVALLEY0670	15,172,442.49	Oak Valley Bank Cash	0.00	15,172,442.49	0.00	0.00	15,172,442.49
Withdraw	9/30/2023	31846V203	27,122.18	First American Gov Fund MM	0.00	27,122.18	0.00	0.00	27,122.18
Subtotal			17,199,564.67			17,199,564.67	0.00		17,199,564.67
Total Sell Transactions			21,438,564.67			21,438,564.67	0.00		21,438,564.67



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Finance

TIME REQUIRED

SUBJECT Quarterly Investment Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Investment Report for the Quarter ending 9/30/2023.

RECOMMENDED ACTION:

Approve the Investment Report for the Quarter ending 9/30/2023.

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
Investment Report for the Quarter ending 9/30/2023

History

Time	Who	Approval
10/24/2023 5:03 PM	County Counsel	Yes
10/23/2023 2:23 PM	Finance	Yes
10/24/2023 9:33 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE COUNTY OF MONO

Gerald A. Frank, CGIP
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

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Bridgeport, California 93517
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Fax (760) 932-5481

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Date: November 7, 2023
To: Honorable Board of Supervisors
Treasury Oversight Committee
Treasury Pool Participants
From: Gerald Frank
Subject: Quarterly Investment Report

The Treasury Pool investment report for the quarter ended September 30, 2023 is attached pursuant to Government Code §53646(b) and includes the following reports:

- **Portfolio Holdings by Security Sector** - includes, among other information, the type of investment, issuer, date of maturity, par value, dollar amount invested in all securities and market value as calculated by Union Bank, in accordance with Government Code §53646(b)(1).
- **Distribution by Asset Category – Market Value** – Provides a graphic to make it easy to see the asset allocation by type of security.
- **Distribution by Maturity Range – Face Value** – Provides a bar graph to see the maturities of the various investments and gives the reader a sense of the liquidity of the portfolio.
- **Treasury Cash Balances as of the Last Day of the Most Recent 14 Months** – Shows growth in the current mix of cash and investments when compared to prior months and particularly the same time last year. Additionally, the section at the bottom shows maturity by month for all non-same day investments.
- **Mono County Treasury Pool Quarterly Yield Comparison** – Shows, at a glance, the county pool performance in comparison to two-year US Treasuries and the California Local Agency Investment Fund (LAIF).
- **Mono County Treasury Pool Participants** – Provides a graphic to make it easy to see the types of pool participants.

The County also has monetary assets held outside the County Treasury including:

- The Sheriff's Department has two accounts: The Civil Trust Account and the Sheriff's Revolving Fund. The balances in these accounts as of September 30, 2023 were \$30,732 and \$3,574 respectively.
- Mono County's PAPEBT (Public Agencies Post-Employment Benefits Trust) fund with PARS had a balance of \$25,991,022 as of September 30, 2023. This is a trust for the purpose of pre-funding both pension obligations and/or other post-employment benefits.

The Treasury was in compliance with the Mono County Investment Policy on September 30, 2023.

Weighted Average Maturity (WAM) as of September 30, 2023 was 648 days.

It is anticipated that the County Treasury will be able to meet the liquidity requirements of its pooled participants for the next six months.

The investments are presented at fair market value in accordance with Government Accounting Standards Board (GASB) Statement No. 31, Accounting and Financial Reporting for Certain Investments and for External Pools. On the last day of the quarter, on a book basis, the portfolio totaled \$176,193,187 and the market value was \$169,698,648 (calculated by US Bank) or 96.31% of book value. Market value does not include accrued interest, which was \$664,540 on the last day of the quarter.

Investment Pool earnings are as shown below:

Quarter Ending	12/31/2022	3/31/2023	6/30/2023	9/30/2023
Average Daily Balance	192,343,209	197,809,246	203,934,310	180,097,421
Earned Interest (including accruals)	1,188,344	1,397,903	1,579,007	1,420,052
Earned Interest Rate	2.4512%	2.8660%	3.1056%	3.1283%
Number of Days in Quarter	92	90	91	92
Interest Received (net of amortized costs)	1,108,487	1,352,037	1,543,885	1,400,951
Administration Costs	\$12,298	\$20,770	\$11,750	\$11,726
Net Interest for Apportionment	\$1,096,189	\$1,331,267	\$1,532,135	\$1,389,225



Mono County Portfolio Holdings by Security Sector As of September 30, 2023

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Cash												
Oak Valley Bank Cash	OAKVALLEY0670	2/28/2009	5,041,351.69	5,041,351.69	5,041,351.69	3.484	3.484	N/A	1	None		2.85
TTC Drawer Cash	CASH	10/12/2022	400.00	400.00	400.00	0.000	0.000	N/A	1	None		0.00
Sub Total / Average Cash			5,041,751.69	5,041,751.69	5,041,751.69	3.484	3.484		1		0.00	2.85
Local Government Investment Pools												
California Asset Management Program LGIP	CAMP60481	8/3/2017	33,957,753.89	33,957,753.89	33,957,753.89	5.550	5.550	N/A	1	None		19.20
Local Agency Investment Fund LGIP	LAIF6000Q	7/1/2014	520,476.23	520,476.23	520,476.23	3.534	3.534	N/A	1	NR		0.29
Sub Total / Average Local Government Investment Pools			34,478,230.12	34,478,230.12	34,478,230.12	5.520	5.520		1		0.00	19.50
Money Market Mutual Funds												
First American Gov Fund MM	31846V203	3/14/2023	6,000,000.00	6,000,000.00	6,000,000.00	4.940	4.940	N/A	1	Moodys-Aaa		3.39
Sub Total / Average Money Market Mutual Funds			6,000,000.00	6,000,000.00	6,000,000.00	4.940	4.940		1		0.00	3.39
CD Negotiable												
1ST Financial Bank, USA 3.3 8/2/2027	32022RSG3	8/2/2022	249,000.00	249,000.00	231,953.46	3.300	3.300	8/2/2027	1,402	None	652.86	0.14
A+ Federal Credit Union 4.55 4/28/2028	00224TAP1	4/28/2023	249,000.00	249,000.00	241,629.60	4.550	4.550	4/28/2028	1,672	None	62.08	0.14
Abacus Federal Savings Bank 1.75 10/18/2024	00257TBJ4	10/18/2019	249,000.00	249,000.00	238,987.71	1.750	1.750	10/18/2024	384	None	143.26	0.14
Alaska USA Federal Credit Union 4.7 3/8/2027	011852AD2	3/8/2023	249,000.00	249,000.00	244,082.25	4.700	4.700	3/8/2027	1,255	None	705.39	0.14
All In FCU 4.4 12/20/2027	01664MAB2	12/20/2022	249,000.00	249,000.00	240,892.56	4.400	4.400	12/20/2027	1,542	None	300.16	0.14
Alliant Credit Union 5 12/30/2027	01882MAC6	12/30/2022	248,000.00	248,000.00	245,522.48	5.000	5.000	12/30/2027	1,552	None	0.00	0.14
American Express National Bank 3 5/4/2027	02589ACK6	5/4/2022	246,000.00	246,000.00	227,613.96	3.000	3.000	5/4/2027	1,312	None	3,012.66	0.14
American First Credit Union 4.25 4/27/2028	02616ABY4	4/27/2023	249,000.00	249,000.00	238,601.76	4.250	4.250	4/27/2028	1,671	None	86.98	0.14
Austin Telco FCU 1.8 2/28/2025	052392AA5	2/28/2020	249,000.00	249,000.00	235,544.04	1.800	1.800	2/28/2025	517	None	356.10	0.14
AXOS Bank 1.65 3/26/2025	05465DAE8	3/26/2020	249,000.00	249,000.00	234,814.47	1.650	1.650	3/26/2025	543	None	45.02	0.14
Bank Hapoalim B.M. 3.5 11/14/2023	06251AV31	11/14/2018	245,000.00	245,000.00	244,387.50	3.500	3.500	11/14/2023	45	None	3,265.55	0.14
Bank of Botetourt 1.75 10/25/2024	063907AA7	10/25/2019	249,000.00	249,000.00	238,815.90	1.750	1.750	10/25/2024	391	None	59.69	0.14
Bank of Deerfield 2.85 2/15/2024	061785DY4	2/15/2019	249,000.00	249,000.00	246,584.70	2.850	2.850	2/15/2024	138	None	291.64	0.14
Bank of Delight 2.85 2/22/2024	061803AH5	2/22/2019	249,000.00	249,000.00	246,462.69	2.850	2.850	2/22/2024	145	None	155.54	0.14
Bank of the Valley NE 4.1 9/30/2027	06543PDA0	9/30/2022	249,000.00	249,000.00	238,681.44	4.100	4.100	9/30/2027	1,461	None	0.00	0.14
Bank of Utah 4.25 5/10/2028	065427AC0	5/10/2023	249,000.00	249,000.00	238,512.12	4.250	4.250	5/10/2028	1,684	None	579.86	0.14
Baxter Federal Credit Union 5 11/30/2026	07181JAV6	11/28/2022	248,000.00	248,000.00	245,351.36	5.000	5.000	11/30/2026	1,157	None	67.95	0.14
Beal Bank USA 1.9 2/17/2027	07371CE88	2/23/2022	247,000.00	247,000.00	220,897.04	1.900	1.900	2/17/2027	1,236	None	488.59	0.14
Beal Bank, a Texas State Bank 1.9 2/17/2027	07371AYE7	2/23/2022	247,000.00	247,000.00	220,897.04	1.900	1.900	2/17/2027	1,236	None	488.59	0.14
Belmont Bank & Trust Co 4.2 12/9/2027	08016PEL9	12/9/2022	248,000.00	248,000.00	238,127.12	4.200	4.200	12/9/2027	1,531	None	599.28	0.14
Blue Ridge Bank 4.2 2/28/2028	09582YAF9	2/28/2023	244,000.00	244,000.00	233,800.80	4.200	4.200	2/28/2028	1,612	None	926.53	0.14
BMO Harris Bank NA 4.5 5/16/2028	05600XQE3	5/16/2023	244,000.00	244,000.00	236,238.36	4.500	4.500	5/16/2028	1,690	None	4,121.26	0.14
BMW Bank North America 4.35 3/3/2028	05580AW34	3/3/2023	244,000.00	244,000.00	235,206.24	4.350	4.350	3/3/2028	1,616	None	785.15	0.14
Caldwell Bank & Trust Company 1.95 8/19/2024	128829AE8	8/19/2019	247,000.00	247,000.00	239,091.06	1.950	1.950	8/19/2024	324	None	554.23	0.14
Capital One Bank USA NA 2 8/21/2024	14042TCB1	8/30/2019	245,000.00	245,000.00	237,211.45	2.000	2.000	8/21/2024	326	None	536.99	0.14
Capital One NA 2.8 4/20/2027	14042RQS3	4/20/2022	246,000.00	246,000.00	226,192.08	2.800	2.800	4/20/2027	1,298	None	3,076.01	0.14
Carter Federal Credit Union 0.75 4/27/2026	14622LAA0	4/27/2023	222,843.88	248,000.00	221,062.24	0.750	5.004	4/27/2026	940	None	15.29	0.14
Celtic Bank 1.35 4/2/2025	15118RUR6	4/2/2020	249,000.00	249,000.00	233,591.88	1.350	1.350	4/2/2025	550	None	257.87	0.14
Centerstate Bank 1 4/30/2025	15201QDK0	5/13/2020	248,000.00	248,000.00	230,806.16	1.000	1.000	4/30/2025	578	None	1,039.56	0.14
CF Bank 2 8/13/2024	15721UDA4	8/13/2019	249,000.00	249,000.00	241,281.00	2.000	2.000	8/13/2024	318	None	231.95	0.14
CIBC Bank 4.45 4/13/2028	12547CAX6	4/14/2023	244,000.00	244,000.00	235,930.92	4.450	4.450	4/13/2028	1,657	None	5,027.40	0.14
City National Bank of Metropolis 1.65 2/14/2025	17801GBX6	2/14/2020	249,000.00	249,000.00	235,837.86	1.650	1.650	2/14/2025	503	None	180.10	0.14
Commercial Bank Harrogate 3.4 11/15/2023	20143PDV9	11/15/2018	249,000.00	249,000.00	248,365.05	3.400	3.400	11/15/2023	46	None	347.92	0.14
Commercial Savings Bank 1.8 10/18/2024	202291AG5	10/18/2019	247,000.00	247,000.00	237,302.78	1.800	1.800	10/18/2024	384	None	2,009.84	0.14



Mono County Portfolio Holdings by Security Sector As of September 30, 2023

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Community Commerce Bank 3.3 8/10/2027	20367GBH1	8/10/2022	249,000.00	249,000.00	231,891.21	3.300	3.300	8/10/2027	1,410	None	450.25	0.14
Congressional Bank 2.1 7/24/2024	20726ABD9	7/24/2019	247,000.00	247,000.00	240,056.83	2.100	2.100	7/24/2024	298	None	966.35	0.14
Connex Credit Union 0.5 8/26/2024	208212AR1	8/26/2021	249,000.00	249,000.00	237,640.62	0.500	0.500	8/26/2024	331	None	13.64	0.14
Cornerstone Community Bank 2.6 5/17/2024	219240BY3	5/17/2019	249,000.00	249,000.00	244,463.22	2.600	2.600	5/17/2024	230	None	230.58	0.14
Country Bank New York 3 1/25/2024	22230PBY5	1/25/2019	249,000.00	249,000.00	247,055.31	3.000	3.000	1/25/2024	117	None	102.33	0.14
County Schools FCU 4.4 9/30/2027	22258JAB7	9/30/2022	249,000.00	249,000.00	241,373.13	4.400	4.400	9/30/2027	1,461	None	0.00	0.14
Credit Union of Texas 4.4 12/9/2027	22551KAU6	12/9/2022	249,000.00	249,000.00	240,957.30	4.400	4.400	12/9/2027	1,531	None	870.48	0.14
Delta National Bank and Trust 0.55 7/21/2025	24773RBW4	7/31/2020	249,000.00	249,000.00	227,518.77	0.550	0.550	7/21/2025	660	None	228.88	0.14
Department of Commerce FCU 5 11/30/2027	24951TAW5	11/30/2022	248,000.00	248,000.00	245,604.32	5.000	5.000	11/30/2027	1,522	None	0.00	0.14
Discover Bank 3.2 5/19/2027	254673D94	5/19/2022	246,000.00	246,000.00	229,072.74	3.200	3.200	5/19/2027	1,327	None	2,911.56	0.14
Dort Financial Credit Union 4.5 12/16/2027	25844MAK4	12/16/2022	247,000.00	247,000.00	239,938.27	4.500	4.500	12/16/2027	1,538	None	2,771.14	0.14
Eaglemark Savings Bank 2 3/2/2027	27004PCM3	3/2/2022	247,000.00	247,000.00	221,504.66	2.000	2.000	3/2/2027	1,249	None	378.96	0.14
Enterprise Bank & Trust 1.8 11/8/2024	29367SJK8	11/8/2019	249,000.00	249,000.00	238,629.15	1.800	1.800	11/8/2024	405	None	270.15	0.14
Enterprise Bank 4.35 3/3/2028	29367RMJ2	3/3/2023	244,000.00	244,000.00	235,206.24	4.350	4.350	3/3/2028	1,616	None	785.15	0.14
Evansville Teachers Federal Credit Union 2.6 6/12/2024	299547AQ2	6/12/2019	249,000.00	249,000.00	243,902.97	2.600	2.600	6/12/2024	256	None	514.37	0.14
Farmers Insurance Group FCU 5 12/13/2023	30960QAL1	12/13/2022	248,000.00	248,000.00	247,776.80	5.000	5.000	12/13/2023	74	None	577.53	0.14
First Financial 4.45 2/8/2028	32024DAC0	2/8/2023	249,000.00	249,000.00	241,081.80	4.450	4.450	2/8/2028	1,592	None	0.00	0.14
First Foundation Bank 4.7 11/4/2027	32026UYA8	11/4/2022	244,000.00	244,000.00	239,051.68	4.700	4.700	11/4/2027	1,496	None	4,681.46	0.14
First Jackson Bank 1.05 3/27/2025	32063KAV4	3/27/2020	248,639.53	249,000.00	232,653.15	1.050	1.150	3/27/2025	544	None	21.49	0.14
First Kentucky Bank Inc 2.55 4/26/2024	32065TAZ4	4/26/2019	249,000.00	249,000.00	244,854.15	2.550	2.550	4/26/2024	209	None	69.58	0.14
First National Bank of McGregor 2.85 2/21/2024	32112UCW9	2/21/2019	249,000.00	249,000.00	246,480.12	2.850	2.850	2/21/2024	144	None	194.42	0.14
First National Bank of Michigan 1.65 2/14/2025	32114VBT3	2/14/2020	249,000.00	249,000.00	235,837.86	1.650	1.650	2/14/2025	503	None	180.10	0.14
First Source FCU 4.85 1/31/2024	33651FAF6	1/31/2023	248,000.00	248,000.00	247,501.52	4.850	4.850	1/31/2024	123	None	955.65	0.14
Firstier Bank 1.95 8/23/2024	33766LAJ7	8/23/2019	249,000.00	249,000.00	240,909.99	1.950	1.950	8/23/2024	328	None	93.12	0.14
Flagstar Bank FSB 0.6 7/22/2025	33847E3W5	7/22/2020	249,000.00	249,000.00	227,732.91	0.600	0.600	7/22/2025	661	None	286.52	0.14
FNB Bank Inc/Romney 3 1/16/2024	30257JAM7	1/16/2019	249,000.00	249,000.00	247,264.47	3.000	3.000	1/16/2024	108	None	306.99	0.14
General Electric Credit Union 5 1/30/2024	369674CG9	1/30/2023	248,000.00	248,000.00	247,628.00	5.000	5.000	1/30/2024	122	None	985.21	0.14
Goldman Sachs Bank USA 0.85 7/28/2026	38149MWX7	7/28/2021	248,000.00	248,000.00	218,547.52	0.850	0.850	7/28/2026	1,032	None	369.62	0.14
Great Plains Bank 2.8 2/27/2024	39115UBE2	2/27/2019	249,000.00	249,000.00	246,323.25	2.800	2.800	2/27/2024	150	None	57.30	0.14
Haddon Savings Bank 0.35 10/20/2025	404730DA8	11/12/2020	248,241.80	249,000.00	224,052.69	0.350	0.486	10/20/2025	751	None	391.58	0.14
HealthcareSystemsFCU 4.35 1/31/2028	42228LAL5	1/31/2023	249,000.00	249,000.00	240,165.48	4.350	4.350	1/31/2028	1,584	None	0.00	0.14
High Plains Bank 3 1/16/2024	42971GAA9	1/16/2019	245,000.00	245,000.00	243,187.00	3.000	3.000	1/16/2024	108	None	1,530.41	0.14
Home Savings Bank UT 2.85 2/12/2024	43733LBF3	2/12/2019	246,000.00	246,000.00	243,613.80	2.850	2.850	2/12/2024	135	None	941.20	0.14
Ideal Credit Union 4.5 12/29/2027	45157PAZ3	12/29/2022	249,000.00	249,000.00	241,783.98	4.500	4.500	12/29/2027	1,551	None	890.26	0.14
Inspire Federal Credit Union 1.15 3/18/2025	457731AK3	3/18/2020	249,000.00	249,000.00	233,255.73	1.150	1.150	3/18/2025	535	None	94.14	0.14
Institution for Savings in Newburyport 0.85 7/29/2	45780PAX3	7/29/2021	249,000.00	249,000.00	219,154.86	0.850	0.850	7/29/2026	1,033	None	5.80	0.14
Jefferson Financial Credit Union 3.35 10/19/2023	474067AQ8	10/19/2018	245,000.00	245,000.00	244,715.80	3.350	3.350	10/19/2023	19	None	3,687.75	0.14
Kemba Financial Credit Union 1.75 10/18/2024	48836LAF9	10/18/2019	249,000.00	249,000.00	238,987.71	1.750	1.750	10/18/2024	384	None	143.26	0.14
Lafayette Federal Credit Union 3.5 11/20/2023	50625LAK9	11/20/2018	249,000.00	249,000.00	248,327.70	3.500	3.500	11/20/2023	51	None	238.77	0.14
Latino Community Credit Union 4.5 12/21/2027	51828MAC8	12/21/2022	249,000.00	249,000.00	241,826.31	4.500	4.500	12/21/2027	1,543	None	276.29	0.14
LCA Bank Corp 4.8 11/15/2027	501798SZ6	11/15/2022	244,000.00	244,000.00	239,898.36	4.800	4.800	11/15/2027	1,507	None	4,460.19	0.14
Leaders Credit Union 5 6/30/2028	52171MAJ4	6/30/2023	248,000.00	248,000.00	245,009.12	5.000	5.000	6/30/2028	1,735	None	0.00	0.14
Liberty First Credit Union 4.4 1/17/2028	530520AB1	1/17/2023	249,000.00	249,000.00	240,728.22	4.400	4.400	1/17/2028	1,570	None	870.48	0.14
Live Oak Banking Company 1.85 1/20/2025	538036HP2	1/24/2020	249,000.00	249,000.00	237,055.47	1.850	1.850	1/20/2025	478	None	366.00	0.14
Mainstreet Bank 2.6 4/26/2024	56065GAG3	4/26/2019	249,000.00	249,000.00	244,923.87	2.600	2.600	4/26/2024	209	None	70.95	0.14
Metro Credit Union 1.7 2/18/2027	59161YAP1	2/18/2022	249,000.00	249,000.00	221,009.91	1.700	1.700	2/18/2027	1,237	None	336.32	0.14
Michigan Legacy Credit Union 3.45 11/9/2023	59452WAE8	11/9/2018	249,000.00	249,000.00	248,464.65	3.450	3.450	11/9/2023	40	None	494.25	0.14
Morgan Stanley Bank 4.65 4/6/2028	61690U3V0	4/6/2023	246,000.00	246,000.00	239,877.06	4.650	4.650	4/6/2028	1,650	None	5,547.13	0.14



Mono County Portfolio Holdings by Security Sector As of September 30, 2023

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Morgan Stanley Private Bank 3.55 11/8/2023	61760ARS0	11/8/2018	245,000.00	245,000.00	244,463.45	3.550	3.550	11/8/2023	39	None	3,455.17	0.14
Neighbors Federal Credit Union 5 7/26/2028	64017ABA1	7/26/2023	248,000.00	248,000.00	244,932.24	5.000	5.000	7/26/2028	1,761	None	135.89	0.14
New York Community Bank 0.7 9/10/2024	649447VN6	9/10/2021	249,000.00	249,000.00	237,653.07	0.700	0.700	9/10/2024	346	None	95.51	0.14
Northwest Bank 2.95 2/13/2024	66736ABP3	2/13/2019	249,000.00	249,000.00	246,711.69	2.950	2.950	2/13/2024	136	None	342.12	0.14
Numerica Credit Union 3.4 10/31/2023	67054NAM5	10/31/2018	249,000.00	249,000.00	248,579.19	3.400	3.400	10/31/2023	31	None	0.00	0.14
Oklahomas Credit Union 5 12/14/2023	67886WAF4	12/14/2022	248,000.00	248,000.00	247,774.32	5.000	5.000	12/14/2023	75	None	543.56	0.14
OnPath Federal Credit Union 4.85 7/31/2028	68283MAP1	7/31/2023	247,000.00	247,000.00	242,351.46	4.850	4.850	7/31/2028	1,766	None	951.80	0.14
Pacific Crest Savings Bank 2.85 3/13/2024	69417ACG2	3/13/2019	249,000.00	249,000.00	246,094.17	2.850	2.850	3/13/2024	165	None	330.52	0.14
Pacific Enterprise Bank 1.15 3/31/2025	694231AC5	3/31/2020	249,000.00	249,000.00	232,927.05	1.150	1.150	3/31/2025	548	None	0.00	0.14
Pathfinder Bank 0.7 3/11/2026	70320KAX9	3/11/2021	249,000.00	249,000.00	221,687.19	0.700	0.700	3/11/2026	893	None	90.73	0.14
Pentagon Federal Credit Union 0.9 9/29/2026	70962LAS1	9/29/2021	249,000.00	249,000.00	218,089.14	0.900	0.900	9/29/2026	1,095	None	6.14	0.14
Peoples Bank Newton NC 2 7/31/2024	710571DS6	8/1/2019	248,875.23	249,000.00	241,619.64	2.000	2.063	7/31/2024	305	None	0.00	0.14
Pitney Bowes Bank 4.35 4/13/2028	724468AC7	4/14/2023	244,000.00	244,000.00	234,954.92	4.350	4.350	4/13/2028	1,657	None	4,914.43	0.14
Plains Commerce Bank 2.6 5/10/2024	72651LCJ1	5/10/2019	245,000.00	245,000.00	240,710.05	2.600	2.600	5/10/2024	223	None	2,495.64	0.14
Preferred Bank LA Calif 2 8/16/2024	740367HP5	8/16/2019	249,000.00	249,000.00	241,203.81	2.000	2.000	8/16/2024	321	None	191.01	0.14
Raymond James Bank, NA 2 8/23/2024	75472RAE1	8/23/2019	247,000.00	247,000.00	239,096.00	2.000	2.000	8/23/2024	328	None	514.30	0.14
Resource One Credit Union 1.9 11/27/2024	76124YAB2	2/4/2020	245,545.99	245,000.00	234,616.90	1.900	1.700	11/27/2024	424	None	369.85	0.14
Sallie Mae Bank/Salt Lake 2.75 4/10/2024	7954502D6	4/10/2019	245,000.00	245,000.00	241,555.30	2.750	2.750	4/10/2024	193	None	3,193.39	0.14
San Francisco FCU 1.1 3/27/2025	79772FAF3	3/27/2020	249,000.00	249,000.00	232,829.94	1.100	1.100	3/27/2025	544	None	22.51	0.14
Sharonview Federal Credit Union 3.5 8/16/2027	819866BL7	8/16/2022	249,000.00	249,000.00	233,589.39	3.500	3.500	8/16/2027	1,416	None	358.15	0.14
Signature Federal Credit Union 4.4 1/31/2028	82671DAB3	1/31/2023	249,000.00	249,000.00	240,648.54	4.400	4.400	1/31/2028	1,584	None	0.00	0.14
SPCO Credit Union 4.35 1/20/2028	78472EAB0	1/20/2023	249,000.00	249,000.00	240,230.22	4.350	4.350	1/20/2028	1,573	None	296.75	0.14
Star Financial Credit Union 4.5 1/25/2028	85513MAA0	1/25/2023	249,000.00	249,000.00	241,639.56	4.500	4.500	1/25/2028	1,578	None	153.49	0.14
State Bank of India-Chicago IL 3.6 11/29/2023	856283G59	11/29/2018	245,000.00	245,000.00	244,218.45	3.600	3.600	11/29/2023	60	None	2,996.38	0.14
State Bank of Reeseville 2.6 4/12/2024	856487AM5	4/12/2019	249,000.00	249,000.00	245,225.16	2.600	2.600	4/12/2024	195	None	319.27	0.14
Sunset Science Park FCU 5 12/14/2023	86777TAA4	12/14/2022	248,000.00	248,000.00	247,774.32	5.000	5.000	12/14/2023	75	None	0.00	0.14
Synchrony Bank 1.45 4/17/2025	87165FZD9	4/17/2020	248,000.00	248,000.00	232,800.08	1.450	1.450	4/17/2025	565	None	1,635.44	0.14
The Farmers & Merchants Bank 3.2 8/5/2027	307811EM7	8/5/2022	249,000.00	249,000.00	231,064.53	3.200	3.200	8/5/2027	1,405	None	545.75	0.14
Third Federal Savings & Loan 1.95 11/25/2024	88413QCK2	11/25/2019	245,000.00	245,000.00	234,881.50	1.950	1.950	11/25/2024	422	None	1,675.40	0.14
Toyota Financial Savings Bank 0.9 4/22/2026	89235MKY6	4/22/2021	248,000.00	248,000.00	221,203.60	0.900	0.900	4/22/2026	935	None	984.53	0.14
Triad Bank/Frontenac MO 1.8 11/8/2024	89579NCB7	11/8/2019	249,000.00	249,000.00	238,629.15	1.800	1.800	11/8/2024	405	None	270.15	0.14
True Sky Credit Union 4.5 11/30/2027	89786MAH7	11/30/2022	244,000.00	244,000.00	237,128.96	4.500	4.500	11/30/2027	1,522	None	3,700.11	0.14
Trustone Financial 5 12/14/2023	89841MAM9	12/14/2022	248,000.00	248,000.00	247,774.32	5.000	5.000	12/14/2023	75	None	543.56	0.14
TTCU Federal Credit Union 5 7/26/2028	89854LAD5	7/26/2023	248,000.00	248,000.00	244,932.24	5.000	5.000	7/26/2028	1,761	None	135.89	0.14
Tucson Federal Credit Union 4.95 8/8/2028	898812AB8	8/8/2023	248,000.00	248,000.00	244,364.32	4.950	4.950	8/8/2028	1,774	None	739.92	0.14
UBS Bank USA 3.45 10/24/2023	90348JEV8	10/24/2018	249,000.00	249,000.00	248,668.83	3.450	3.450	10/24/2023	24	None	141.21	0.14
UFirst Federal Credit Union 4.8 3/9/2026	902684AC3	3/8/2023	249,000.00	249,000.00	245,040.90	4.800	4.800	3/9/2026	891	None	720.39	0.14
United Community Bank 1.65 2/7/2025	90983WBT7	2/7/2020	249,000.00	249,000.00	236,009.67	1.650	1.650	2/7/2025	496	None	258.89	0.14
University Bank 4.5 3/17/2028	914098DP0	3/17/2023	249,000.00	249,000.00	241,353.21	4.500	4.500	3/17/2028	1,630	None	399.08	0.14
USAlliance Federal Credit Union 3.45 8/26/2027	90352RRC4	8/26/2022	249,000.00	249,000.00	233,083.92	3.450	3.450	8/26/2027	1,426	None	94.14	0.14
Utah First Federal Credit Union 4.75 7/14/2028	91739JAA3	7/14/2023	249,000.00	249,000.00	249,112.05	4.750	4.750	7/14/2028	1,749	None	518.47	0.14
Veridian Credit Union 4.8 4/24/2025	92348DAC3	4/24/2023	249,000.00	249,000.00	245,894.97	4.800	4.800	4/24/2025	572	None	949.61	0.14
Verus Bank of Commerce 2.8 2/22/2024	92535LCC6	2/22/2019	249,000.00	249,000.00	246,412.89	2.800	2.800	2/22/2024	145	None	152.81	0.14
VYSTAR Credit Union 4.45 9/30/2027	92891CCP5	9/30/2022	249,000.00	249,000.00	241,821.33	4.450	4.450	9/30/2027	1,461	None	880.37	0.14
Washington Federal Bank 2.05 8/23/2024	938828BJ8	8/23/2019	249,000.00	249,000.00	241,129.11	2.050	2.050	8/23/2024	328	None	97.89	0.14
Sub Total / Average CD Negotiable			31,460,146.43	31,486,000.00	30,307,253.51	3.071	3.105		825		106,309.13	17.80
Corporate Bonds												
3M Company 2 2/14/2025-25	88579YBH3	1/21/2022	503,435.67	500,000.00	474,040.00	2.000	1.487	2/14/2025	503	Moodys-A2	1,277.78	0.28



Mono County Portfolio Holdings by Security Sector As of September 30, 2023

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
Apple Inc 0.7 2/8/2026-21	037833EB2	2/24/2021	498,626.04	500,000.00	450,795.00	0.700	0.819	2/8/2026	862	Moody's-Aaa	505.56	0.28
Apple Inc. 3.45 5/6/2024-14	037833AS9	5/6/2019	501,760.87	500,000.00	493,550.00	3.450	2.816	5/6/2024	219	Moody's-Aaa	6,900.00	0.28
Bank of New York Mellon 2.1 10/24/2024	06406RAL1	10/24/2019	499,974.38	500,000.00	480,415.00	2.100	2.105	10/24/2024	390	Moody's-A1	4,550.00	0.28
Bank of New York Mellon 3.4 1/29/2028-27	06406RAF4	2/2/2023	480,203.29	500,000.00	459,680.00	3.400	4.428	1/29/2028	1,582	Moody's-A1	2,880.56	0.28
Colgate-Palmolive Co. 4.6 3/1/2028-23	194162AR4	3/2/2023	500,057.45	500,000.00	494,390.00	4.600	4.597	3/1/2028	1,614	Moody's-Aa3	1,852.78	0.28
John Deere Capital Corp 1.05 6/17/2026	24422EVR7	8/12/2021	499,432.82	500,000.00	447,435.00	1.050	1.093	6/17/2026	991	Moody's-A2	1,502.08	0.28
Johnson & Johnson 2.625 1/15/2025-17	478160CJ1	1/16/2020	504,508.43	500,000.00	483,725.00	2.625	1.892	1/15/2025	473	Moody's-Aaa	2,734.38	0.28
Johnson & Johnson 2.9 1/15/2028-27	478160CK8	2/8/2023	476,445.19	500,000.00	461,395.00	2.900	4.123	1/15/2028	1,568	Moody's-Aaa	3,020.83	0.28
JP Morgan Chase Bank 1 9/14/2026-23	46632FSH9	9/14/2021	500,000.00	500,000.00	433,354.00	1.000	1.000	9/14/2026	1,080	Moody's-Aa2	222.22	0.28
Microsoft Corp 2.7 2/12/2025-24	594918BB9	2/13/2020	506,501.20	500,000.00	482,770.00	2.700	1.707	2/12/2025	501	Moody's-Aaa	1,800.00	0.28
Microsoft Corp 3.125 11/3/2025-25	594918BJ2	1/23/2023	489,229.70	500,000.00	479,045.00	3.125	4.225	11/3/2025	765	Moody's-Aaa	6,380.21	0.28
Pfizer Inc 0.8 5/28/2025-25	717081EX7	1/24/2022	493,940.00	500,000.00	463,220.00	0.800	1.551	5/28/2025	606	Moody's-A1	1,355.56	0.28
Procter & Gamble Co 3.95 1/26/2028-23	742718FZ7	2/8/2023	503,688.28	507,000.00	490,461.66	3.950	4.118	1/26/2028	1,579	Moody's-Aa3	3,560.27	0.29
Procter & Gamble Co. 1.9 2/1/2027	742718FV6	2/2/2022	500,397.75	500,000.00	452,995.00	1.900	1.875	2/1/2027	1,220	Moody's-Aa3	1,556.94	0.28
Toyota Motor Credit Corp 1.125 6/18/2026	89236TJK2	7/23/2021	500,659.12	500,000.00	446,490.00	1.125	1.075	6/18/2026	992	Moody's-A1	1,593.75	0.28
Toyota Motor Credit Corp 3.35 1/5/2024	89236TFS9	2/12/2019	500,355.88	500,000.00	497,155.00	3.350	3.059	1/5/2024	97	Moody's-A1	3,815.28	0.28
US Bancorp 1.45 5/12/2025	91159HHZ6	2/12/2021	506,250.51	500,000.00	466,405.00	1.450	0.665	5/12/2025	590	Moody's-A3	2,779.17	0.28
US Bank NA 2.05 1/21/2025	90331HPL1	4/20/2022	494,177.80	500,000.00	474,900.00	2.050	2.982	1/21/2025	479	Moody's-A2	1,964.58	0.28
Sub Total / Average Corporate Bonds			9,459,644.38	9,507,000.00	8,932,220.66	2.331	2.402		848		50,251.95	5.38
Municipal Bonds												
Alvord Unified School Dist 1.327 8/1/2026	022555WU6	8/5/2022	660,932.77	700,000.00	627,669.00	1.327	3.450	8/1/2026	1,036	S&P-AA	1,522.36	0.40
Belmont-Redwood Shores Sch Dist 1.099 8/1/2026	080495HP2	8/4/2021	210,000.00	210,000.00	187,569.90	1.099	1.099	8/1/2026	1,036	Moody's-Aa1	378.24	0.12
Beverly Hills USD 2.65 8/1/2025	088023PK6	7/18/2022	493,081.45	500,000.00	476,515.00	2.650	3.451	8/1/2025	671	Moody's-Aa1	2,171.53	0.28
Bonita Unified School District 0.58 8/1/2024	098203VV1	4/15/2021	250,000.00	250,000.00	239,827.50	0.580	0.580	8/1/2024	306	S&P-AA-	237.64	0.14
Bonita Unified School District 1.054 8/1/2025	098203VW9	4/15/2021	250,000.00	250,000.00	230,915.00	1.054	1.054	8/1/2025	671	S&P-AA-	431.85	0.14
California Health Facilities Financing Authority 3	13032UC48	6/1/2022	494,033.84	500,000.00	468,345.00	3.244	3.602	6/1/2027	1,340	Moody's-Aa3	5,361.61	0.28
California State University 1.361 11/1/2027	13077DQF2	11/1/2022	590,380.18	685,000.00	592,209.90	1.361	5.246	11/1/2027	1,493	Moody's-Aa2	3,858.62	0.39
Citrus Community College GO 0.819 8/1/2025	17741RCG6	8/4/2020	350,000.00	350,000.00	322,441.00	0.819	0.819	8/1/2025	671	Moody's-Aa1	469.79	0.20
City of Glendora CA POB 1.898 6/1/2024	378612AE5	9/5/2019	500,000.00	500,000.00	487,725.00	1.898	1.898	6/1/2024	245	S&P-AAA	3,136.97	0.28
County of Alameda 3.46 8/1/2027	010878BF2	8/24/2022	500,000.00	500,000.00	473,185.00	3.460	3.460	8/1/2027	1,401	S&P-AAA	2,835.28	0.28
Desert Sands Unified School District 1.544 8/1/202	250433TY5	5/22/2020	305,603.72	305,000.00	295,047.85	1.544	1.300	8/1/2024	306	Moody's-Aa2	771.79	0.17
East Side Union High School District 1.331 8/1/202	275282PT2	8/16/2021	503,872.84	500,000.00	449,605.00	1.331	1.050	8/1/2026	1,036	Moody's-Aa3	1,090.68	0.28
Fremont Unified School District 1.113 8/1/2027	357155BA7	8/23/2022	271,082.24	300,000.00	258,441.00	1.113	3.900	8/1/2027	1,401	Moody's-Aa2	547.22	0.17
Hawaiian Gardens Redevel 2.714 12/1/2023	41987YAV8	4/29/2019	500,046.21	500,000.00	497,670.00	2.714	2.655	12/1/2023	62	S&P-AA	4,485.64	0.28
Long Beach Community College Dist 2 5/1/2025	542411NZ2	3/25/2021	274,812.00	270,000.00	255,884.40	2.000	0.853	5/1/2025	579	Moody's-Aa2	2,235.00	0.15
Los Angeles CA Muni Impt Corp Lease 0.683 11/1/2024	5445872S6	3/10/2021	500,337.64	500,000.00	473,875.00	0.683	0.620	11/1/2024	398	S&P-AA-	1,413.43	0.28
Menlo Park City School Dist 1.928 7/1/2024	586840NA4	10/8/2019	500,000.00	500,000.00	487,025.00	1.928	1.928	7/1/2024	275	Moody's-Aaa	2,383.22	0.28
Milpitas USD 0.943 8/1/2025	601670MH2	7/18/2022	669,664.15	700,000.00	646,373.00	0.943	3.450	8/1/2025	671	Moody's-Aa1	1,081.83	0.40
Napa Valley Unified School District 1.094 8/1/2026	630362ER8	8/17/2021	501,156.20	500,000.00	445,315.00	1.094	1.010	8/1/2026	1,036	Moody's-Aa3	896.47	0.28
Pasadena USD 2.073 5/1/2026	702282QD9	10/1/2021	512,391.06	500,000.00	462,085.00	2.073	1.088	5/1/2026	944	Moody's-Aa3	4,289.96	0.28
Rancho Santiago CCD 0.956 9/1/2026	752147HK7	7/19/2022	674,823.00	725,000.00	646,576.75	0.956	3.524	9/1/2026	1,067	Moody's-Aa2	558.33	0.41
Rancho Santiago Community College GO 0.734 9/2/202	752147HJ0	9/2/2020	500,000.00	500,000.00	460,015.00	0.734	0.734	9/2/2025	703	Moody's-Aa2	295.64	0.28
Riverside County Ca Inf Fing Authority 1.766 11/1/	76913DFY8	11/4/2022	436,152.34	500,000.00	437,955.00	1.766	5.368	11/1/2027	1,493	S&P-AA-	3,654.64	0.28
Rosemead School District 2.042 8/1/2024	777526MP6	10/9/2019	350,000.00	350,000.00	339,832.50	2.042	2.042	8/1/2024	306	Moody's-Aa3	1,171.31	0.20
Saddleback Valley School Dist 2.4 8/1/2027	786318LF0	8/10/2022	482,350.64	500,000.00	453,640.00	2.400	3.408	8/1/2027	1,401	Moody's-Aa1	1,966.67	0.28
San Bernardino Ca Cmnty CLG Dist 1.097 8/1/2026	796720PB0	8/5/2021	250,000.00	250,000.00	224,075.00	1.097	1.097	8/1/2026	1,036	Moody's-Aa1	449.47	0.14
San Bernardino City USD 0.984 8/1/2024	796711G86	10/6/2020	335,507.04	335,000.00	322,447.55	0.984	0.800	8/1/2024	306	Moody's-A1	540.24	0.19
San Bernardino Community College District 2.044 8/	796720MG2	12/12/2019	250,000.00	250,000.00	242,995.00	2.044	2.044	8/1/2024	306	Moody's-Aa1	837.47	0.14



Mono County Portfolio Holdings by Security Sector As of September 30, 2023

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
San Diego Community College Dist 2.407 8/1/2027	797272QS3	8/8/2022	970,431.89	1,000,000.00	910,770.00	2.407	3.248	8/1/2027	1,401	Moody's-Aa1	3,944.81	0.57
San Diego Public Facs Fing Auth Wtr Rev 2.003 8/1/2027	79730CJL9	8/25/2022	471,260.84	500,000.00	446,015.00	2.003	3.654	8/1/2027	1,401	Moody's-Aa2	1,641.35	0.28
San Dieguito UHSD 1.94 8/1/2027	797508HG6	8/15/2022	363,153.72	385,000.00	343,215.95	1.940	3.567	8/1/2027	1,401	Moody's-Aa1	1,224.09	0.22
San Jose Evergreen Community College Dist 1.908 8/1/2025	798189PW0	10/1/2019	250,000.00	250,000.00	242,762.50	1.908	1.908	8/1/2024	306	Moody's-Aa1	781.75	0.14
Southwestern Community College GO 0.891 8/1/2025	845389JH9	8/5/2020	500,907.80	500,000.00	461,245.00	0.891	0.790	8/1/2025	671	Moody's-Aa2	730.12	0.28
State of California 3 4/1/2024	13063DLZ9	4/4/2019	501,128.82	500,000.00	493,670.00	3.000	2.520	4/1/2024	184	Moody's-Aa2	7,458.33	0.28
University of California 0.985 5/15/2025	91412HKZ5	3/10/2021	500,673.78	500,000.00	465,195.00	0.985	0.900	5/15/2025	593	Moody's-Aa3	1,846.88	0.28
University of California 3.466 5/15/2024-18	91412HBL6	7/9/2019	503,936.60	500,000.00	493,570.00	3.466	2.131	5/15/2024	228	Moody's-Aa2	6,498.75	0.28
University of California 3.638 5/15/2024	91412GVB8	3/8/2021	463,679.76	455,000.00	449,612.80	3.638	0.550	5/15/2024	228	Moody's-Aa2	6,207.34	0.26
West Contra Costa USD 2.077 8/1/2026	9523472G6	9/23/2021	499,152.77	485,000.00	443,125.10	2.077	1.020	8/1/2026	1,036	Moody's-A1	1,650.93	0.27
Sub Total / Average Municipal Bonds			17,140,553.30	17,505,000.00	16,254,441.70	1.815	2.368		832		81,057.25	9.90
US Agency												
FAMC 4.32 7/17/2028	31422X4Y5	7/17/2023	1,000,000.00	1,000,000.00	975,160.00	4.320	4.320	7/17/2028	1,752	None	8,760.00	0.57
FAMC 4.72 10/24/2023	31422XN32	10/24/2022	1,000,000.00	1,000,000.00	999,460.00	4.720	4.720	10/24/2023	24	None	20,453.33	0.57
FFCB 0.31 12/29/2023-21	3133EMN81	10/14/2021	999,736.58	1,000,000.00	987,410.00	0.310	0.417	12/29/2023	90	Moody's-Aaa	783.61	0.57
FFCB 0.33 4/5/2024-22	3133EMVD1	4/5/2021	999,742.70	1,000,000.00	973,550.00	0.330	0.380	4/5/2024	188	Moody's-Aaa	1,604.17	0.57
FFCB 0.52 10/14/2025-21	3133EMCP5	10/14/2020	999,490.01	1,000,000.00	909,420.00	0.520	0.545	10/14/2025	745	Moody's-Aaa	2,397.78	0.57
FFCB 0.53 10/22/2025-21	3133EMEC2	11/6/2020	999,168.42	1,000,000.00	908,800.00	0.530	0.571	10/22/2025	753	Moody's-Aaa	2,326.11	0.57
FFCB 0.68 6/10/2025-22	3133ELH80	6/26/2020	1,000,000.00	1,000,000.00	924,380.00	0.680	0.680	6/10/2025	619	Moody's-Aaa	2,077.78	0.57
FFCB 1.27 11/16/2026-23	3133ENEF3	11/16/2021	1,000,000.00	1,000,000.00	890,120.00	1.270	1.270	11/16/2026	1,143	Moody's-Aaa	4,727.22	0.57
FFCB 1.32 6/1/2026	3133ENGC8	12/1/2021	1,000,000.00	1,000,000.00	909,800.00	1.320	1.320	6/1/2026	975	Moody's-Aaa	4,363.33	0.57
FFCB 1.5 10/16/2024	3133EK3B0	10/18/2019	998,065.93	1,000,000.00	960,250.00	1.500	1.694	10/16/2024	382	Moody's-Aaa	6,833.33	0.57
FFCB 2.18 2/16/2027-24	3133ENPB0	2/16/2022	1,000,000.00	1,000,000.00	909,060.00	2.180	2.180	2/16/2027	1,235	Moody's-Aaa	2,664.44	0.57
FFCB 2.875 4/26/2027	3133ENV9D	4/26/2022	994,929.68	1,000,000.00	935,760.00	2.875	3.029	4/26/2027	1,304	Moody's-Aaa	12,298.61	0.57
FFCB 3.05 10/2/2023	3133EJD48	10/17/2018	999,996.33	1,000,000.00	1,000,000.00	3.050	3.123	10/2/2023	2	Moody's-Aaa	15,080.56	0.57
FFCB 3.05 7/19/2027	3133ENB33	7/19/2022	1,000,000.00	1,000,000.00	938,530.00	3.050	3.050	7/19/2027	1,388	Moody's-Aaa	6,015.28	0.57
FFCB 3.17 1/26/2024	3133EJM48	2/4/2019	1,001,528.98	1,000,000.00	992,270.00	3.170	2.662	1/26/2024	118	Moody's-Aaa	5,635.56	0.57
FFCB 3.25 7/17/2028	3133EPQD0	7/17/2023	998,302.66	1,000,000.00	976,580.00	3.250	3.289	7/17/2028	1,752	Moody's-Aaa	6,590.28	0.57
FFCB 3.33 4/12/2027-23	3133ENUH1	4/12/2022	1,000,000.00	1,000,000.00	944,840.00	3.330	3.330	4/12/2027	1,290	Moody's-Aaa	15,540.00	0.57
FFCB 3.5 4/12/2028	3133EPFU4	4/12/2023	990,482.76	1,000,000.00	947,760.00	3.500	3.732	4/12/2028	1,656	Moody's-Aaa	16,333.33	0.57
FFCB 3.625 5/3/2028	3133EPHT5	5/3/2023	995,171.86	1,000,000.00	952,190.00	3.625	3.741	5/3/2028	1,677	Moody's-Aaa	14,802.08	0.57
FFCB 3.875 2/14/2028	3133EPAV7	2/15/2023	992,084.43	1,000,000.00	964,150.00	3.875	4.077	2/14/2028	1,598	Moody's-Aaa	4,951.39	0.57
FFCB 4 11/29/2027	3133EN3H1	11/29/2022	997,276.19	1,000,000.00	969,850.00	4.000	4.073	11/29/2027	1,521	Moody's-Aaa	13,444.44	0.57
FFCB 4.125 10/14/2027	3133ENS50	10/14/2022	996,631.57	1,000,000.00	974,860.00	4.125	4.218	10/14/2027	1,475	Moody's-Aaa	19,020.83	0.57
FFCB 4.25 8/7/2028	3133EPSK2	8/7/2023	995,856.21	1,000,000.00	976,280.00	4.250	4.346	8/7/2028	1,773	Moody's-Aaa	6,256.94	0.57
FFCB 4.29 5/16/2028-25	3133EPJS5	5/16/2023	1,000,000.00	1,000,000.00	953,590.00	4.290	4.290	5/16/2028	1,690	Moody's-Aaa	15,968.33	0.57
FFCB 4.5 10/19/2023	3133ENU57	10/19/2022	999,964.60	1,000,000.00	999,530.00	4.500	4.570	10/19/2023	19	Moody's-Aaa	20,125.00	0.57
FHLB 0 7/2/2024	313384YW3	8/18/2023	960,440.00	1,000,000.00	962,830.00	0.000	5.407	7/2/2024	276	Moody's-Aaa	0.00	0.57
FHLB 0.5 1/26/2026-21	3130AKMD5	1/26/2021	999,421.14	1,000,000.00	897,120.00	0.500	0.525	1/26/2026	849	Moody's-Aaa	888.89	0.57
FHLB 0.51 11/18/2024-22	3130ANFJ4	8/18/2021	1,000,000.00	1,000,000.00	945,000.00	0.510	0.510	11/18/2024	415	Moody's-Aaa	1,870.00	0.57
FHLB 0.6 1/28/2026-21	3130AKPC4	1/28/2021	1,000,000.00	1,000,000.00	899,070.00	0.600	0.600	1/28/2026	851	Moody's-Aaa	1,033.33	0.57
FHLB 0.7 3/24/2025-21	3130ALN34	3/24/2021	1,000,000.00	1,000,000.00	932,470.00	0.700	0.700	3/24/2025	541	Moody's-Aaa	116.67	0.57
FHLB 0.8 12/22/2023-22	3130AQAF0	12/22/2021	1,000,000.00	1,000,000.00	989,750.00	0.800	0.800	12/22/2023	83	Moody's-Aaa	2,177.78	0.57
FHLB 1.05 4/15/2026-21	3130ALU51	4/15/2021	1,000,000.00	1,000,000.00	902,150.00	1.050	1.050	4/15/2026	928	Moody's-Aaa	4,812.50	0.57
FHLB 1.05 7/29/2026-24	3130ANCA6	7/29/2021	1,000,000.00	1,000,000.00	893,520.00	1.050	1.050	7/29/2026	1,033	Moody's-Aaa	1,779.17	0.57
FHLB 1.15 12/10/2024-22	3130AQ3F8	4/18/2022	982,149.43	1,000,000.00	949,660.00	1.150	2.708	12/10/2024	437	Moody's-Aaa	3,513.89	0.57
FHLB 1.15 4/29/2026-21	3130ALXJ8	4/29/2021	1,000,000.00	1,000,000.00	903,300.00	1.150	1.150	4/29/2026	942	Moody's-Aaa	4,823.61	0.57
FHLB 1.375 10/28/2026-22	3130APL78	10/28/2021	1,000,000.00	1,000,000.00	894,870.00	1.375	1.375	10/28/2026	1,124	Moody's-Aaa	5,805.56	0.57



Mono County Portfolio Holdings by Security Sector As of September 30, 2023

Description	CUSIP/Ticker	Settlement Date	Book Value	Face Amount/Shares	Market Value	Coupon Rate	YTM @ Cost	Maturity Date	Days To Maturity	Credit Rating 1	Accrued Interest	% of Portfolio
FHLB 1.54 1/25/2027-23	3130AQHZ9	1/25/2022	1,000,000.00	1,000,000.00	891,490.00	1.540	1.540	1/25/2027	1,213	Moody's-Aaa	2,780.56	0.57
FHLB 1.6 1/27/2027-23	3130AQKF9	1/27/2022	1,000,000.00	1,000,000.00	893,130.00	1.600	1.600	1/27/2027	1,215	Moody's-Aaa	2,800.00	0.57
FHLB 1.875 3/8/2024	3130A7PH2	10/27/2021	1,005,473.51	1,000,000.00	984,040.00	1.875	0.615	3/8/2024	160	Moody's-Aaa	1,145.83	0.57
FHLB 2.875 6/13/2025	3130A5R35	7/21/2020	785,353.93	755,000.00	726,506.30	2.875	0.483	6/13/2025	622	Moody's-Aaa	6,451.58	0.43
FHLB 3.375 12/8/2023	3130A0F70	10/4/2022	998,329.56	1,000,000.00	996,160.00	3.375	4.287	12/8/2023	69	Moody's-Aaa	10,500.00	0.57
FHLB 3.5 12/8/2023	3130AT7D3	9/1/2022	999,830.11	1,000,000.00	996,220.00	3.500	3.596	12/8/2023	69	Moody's-Aaa	10,888.89	0.57
FHLB 3.75 4/6/2028	3130AVL91	4/18/2023	995,754.55	1,000,000.00	962,440.00	3.750	3.854	4/6/2028	1,650	Moody's-Aaa	18,125.00	0.57
FHLB 4 5/26/2027-22	3130ARYA3	5/26/2022	1,000,000.00	1,000,000.00	954,880.00	4.000	4.000	5/26/2027	1,334	Moody's-Aaa	13,777.78	0.57
FHLB 4.375 9/8/2028	3130AWTR1	9/8/2023	996,403.83	1,000,000.00	985,570.00	4.375	4.455	9/8/2028	1,805	Moody's-Aaa	6,805.56	0.57
FHLB 4.5 7/26/2027-24	3130ASLA5	7/26/2022	1,000,000.00	1,000,000.00	965,570.00	4.500	4.500	7/26/2027	1,395	Moody's-Aaa	8,000.00	0.57
FHLB 4.75 3/8/2024	3130ATUQ8	11/30/2022	999,703.45	1,000,000.00	996,700.00	4.750	4.823	3/8/2024	160	Moody's-Aaa	2,902.78	0.57
FHLB 5 2/28/2028-25	3130AV2P6	2/28/2023	1,000,000.00	1,000,000.00	975,090.00	5.000	5.000	2/28/2028	1,612	Moody's-Aaa	4,444.44	0.57
FHLB 5 7/7/2028-25	3130AWJZ4	7/7/2023	1,000,000.00	1,000,000.00	972,660.00	5.000	5.000	7/7/2028	1,742	Moody's-Aaa	11,527.78	0.57
FHLB 6 3/16/2028-23	3130AV2M3	3/16/2023	370,932.75	370,932.75	367,375.50	6.000	6.000	3/16/2028	1,629	Moody's-Aaa	865.51	0.21
FHLB Step 1/26/2026-23	3130AQJ20	2/11/2022	890,042.90	900,000.00	834,372.00	1.750	1.998	1/26/2026	849	Moody's-Aaa	2,800.00	0.51
FHLMC 0.53 10/28/2025-22	3134GWYZ3	10/28/2020	1,000,000.00	1,000,000.00	908,160.00	0.530	0.530	10/28/2025	759	Moody's-Aaa	2,237.78	0.57
FHLMC 0.57 10/8/2025-21	3134GWY26	10/8/2020	1,000,000.00	1,000,000.00	911,010.00	0.570	0.570	10/8/2025	739	Moody's-Aaa	2,723.33	0.57
FHLMC 0.6 7/22/2025-22	3134GV5V6	7/22/2020	1,000,000.00	1,000,000.00	921,520.00	0.600	0.600	7/22/2025	661	Moody's-Aaa	1,133.33	0.57
FHLMC 3.55 7/26/2024-23	3134GXG40	7/29/2022	1,000,000.00	1,000,000.00	983,580.00	3.550	3.550	7/26/2024	300	Moody's-Aaa	6,311.11	0.57
FNMA 0.55 1/28/2026-21	3135G06R9	1/28/2021	1,000,000.00	1,000,000.00	897,990.00	0.550	0.550	1/28/2026	851	Moody's-Aaa	947.22	0.57
FNMA 0.625 7/14/2025-22	3136G4YL1	7/14/2020	1,000,000.00	1,000,000.00	920,210.00	0.625	0.625	7/14/2025	653	Moody's-Aaa	1,319.44	0.57
FNMA 0.7 7/24/2025-22	3136G4YE7	7/24/2020	1,000,000.00	1,000,000.00	920,560.00	0.700	0.700	7/24/2025	663	Moody's-Aaa	1,283.33	0.57
FNMA 0.74 6/30/2025-21	3136G4XZ1	6/30/2020	795,000.00	795,000.00	734,206.35	0.740	0.740	6/30/2025	639	Moody's-Aaa	1,470.75	0.45
Sub Total / Average US Agency			57,737,264.07	57,820,932.75	54,742,780.15	2.324	2.436		900		377,117.13	32.70
US Treasury												
T-Note 0.375 12/31/2025	91282CBC4	10/22/2021	984,820.73	1,000,000.00	904,020.00	0.375	1.066	12/31/2025	823	Moody's-Aaa	937.50	0.57
T-Note 0.5 2/28/2026	91282CBQ3	3/1/2021	992,700.55	1,000,000.00	900,310.00	0.500	0.809	2/28/2026	882	Moody's-Aaa	412.09	0.57
T-Note 0.5 4/30/2027	912828ZN3	5/3/2022	917,375.55	1,000,000.00	862,190.00	0.500	3.001	4/30/2027	1,308	Moody's-Aaa	2,078.80	0.57
T-Note 0.75 5/31/2026	91282CCF6	6/4/2021	997,914.08	1,000,000.00	898,090.00	0.750	0.830	5/31/2026	974	Moody's-Aaa	2,500.00	0.57
T-Note 1.125 10/31/2026	91282CDG3	11/2/2021	997,610.57	1,000,000.00	896,020.00	1.125	1.205	10/31/2026	1,127	Moody's-Aaa	4,677.31	0.57
T-Note 1.125 10/31/2026	91282CDG3	11/15/2021	997,082.93	1,000,000.00	896,020.00	1.125	1.223	10/31/2026	1,127	Moody's-Aaa	4,677.31	0.57
T-Note 1.5 1/31/2027	912828Z78	1/31/2022	994,784.54	1,000,000.00	900,390.00	1.500	1.664	1/31/2027	1,219	Moody's-Aaa	2,486.41	0.57
T-Note 1.5 9/30/2024	912828YH7	3/23/2022	992,743.02	1,000,000.00	962,030.00	1.500	2.250	9/30/2024	366	Moody's-Aaa	0.00	0.57
T-Note 1.625 9/30/2026	912828YG9	9/30/2021	1,019,014.75	1,000,000.00	912,850.00	1.625	0.974	9/30/2026	1,096	Moody's-Aaa	0.00	0.57
T-Note 1.75 6/30/2024	9128286Z8	4/7/2022	993,906.44	1,000,000.00	972,660.00	1.750	2.590	6/30/2024	274	Moody's-Aaa	4,375.00	0.57
T-Note 2 11/15/2026	912828U24	11/15/2021	1,023,868.21	1,000,000.00	919,810.00	2.000	1.211	11/15/2026	1,142	Moody's-Aaa	7,500.00	0.57
T-Note 2.125 3/31/2024	912828W71	4/19/2022	998,411.60	1,000,000.00	983,630.00	2.125	2.452	3/31/2024	183	Moody's-Aaa	0.00	0.57
T-Note 3.125 8/15/2025	91282CFE6	1/3/2023	979,266.20	1,000,000.00	964,730.00	3.125	4.304	8/15/2025	685	Moody's-Aaa	3,906.25	0.57
T-Note 4.125 7/31/2028	91282CHQ7	8/2/2023	995,464.04	1,000,000.00	978,440.00	4.125	4.230	7/31/2028	1,766	Moody's-Aaa	6,837.64	0.57
T-Note 4.5 7/15/2026	91282CHM6	9/29/2023	990,634.19	1,000,000.00	990,780.00	4.500	4.860	7/15/2026	1,019	Moody's-Aaa	9,415.76	0.57
Sub Total / Average US Treasury			14,875,597.40	15,000,000.00	13,941,970.00	1.775	2.178		933		49,804.07	8.48
Total / Average			176,193,187.39	176,838,914.56	169,698,647.83	3.105	3.241		648		664,539.53	100.00



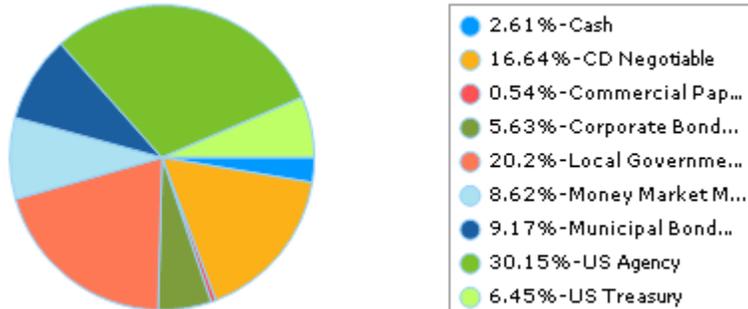
Mono County Distribution by Asset Category - Market Value Investment Portfolio

Begin Date: 6/30/2023, End Date: 9/30/2023

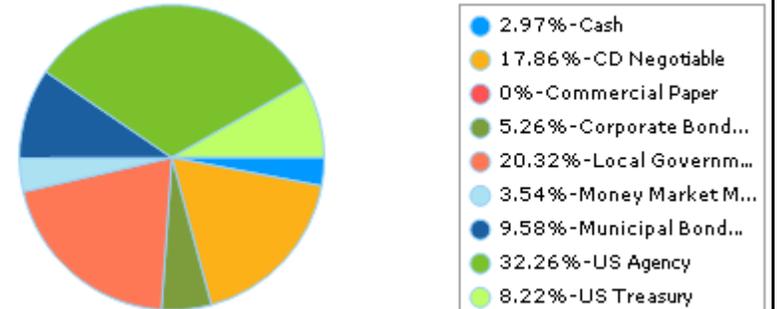
Asset Category Allocation

Asset Category	Market Value 6/30/2023	% of Portfolio 6/30/2023	Market Value 9/30/2023	% of Portfolio 9/30/2023
Cash	4,851,614.05	2.61	5,041,751.69	2.97
CD Negotiable	30,897,762.68	16.64	30,307,253.51	17.86
Commercial Paper	998,440.00	0.54	0.00	0.00
Corporate Bonds	10,450,052.91	5.63	8,932,220.66	5.26
Local Government Investment Pools	37,492,430.35	20.20	34,478,230.12	20.32
Money Market Mutual Funds	16,000,000.00	8.62	6,000,000.00	3.54
Municipal Bonds	17,017,412.25	9.17	16,254,441.70	9.58
US Agency	55,962,890.14	30.15	54,742,780.15	32.26
US Treasury	11,970,430.00	6.45	13,941,970.00	8.22
Total / Average	185,641,032.38	100.00	169,698,647.83	100.00

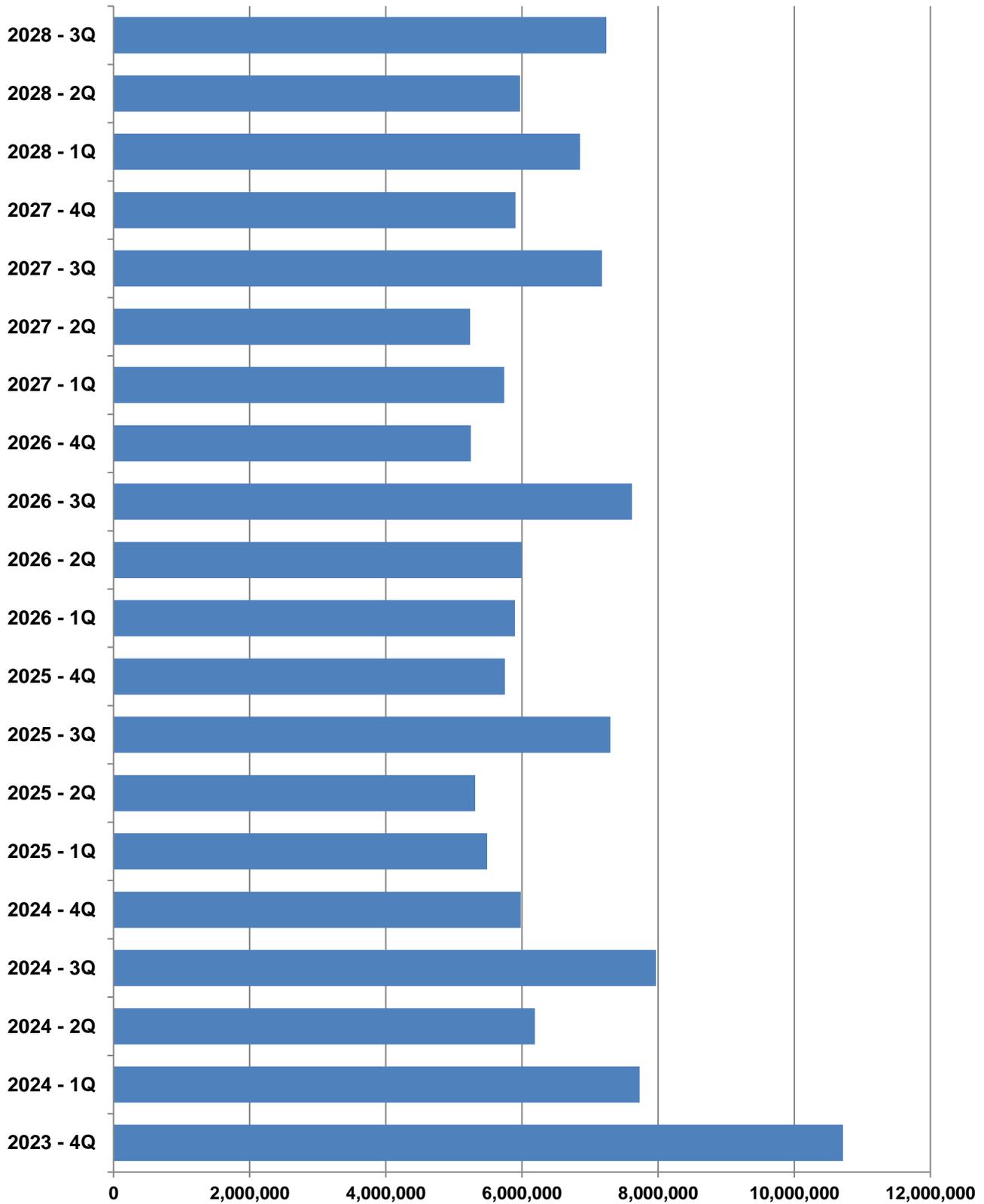
Portfolio Holdings as of 6/30/2023



Portfolio Holdings as of 9/30/2023

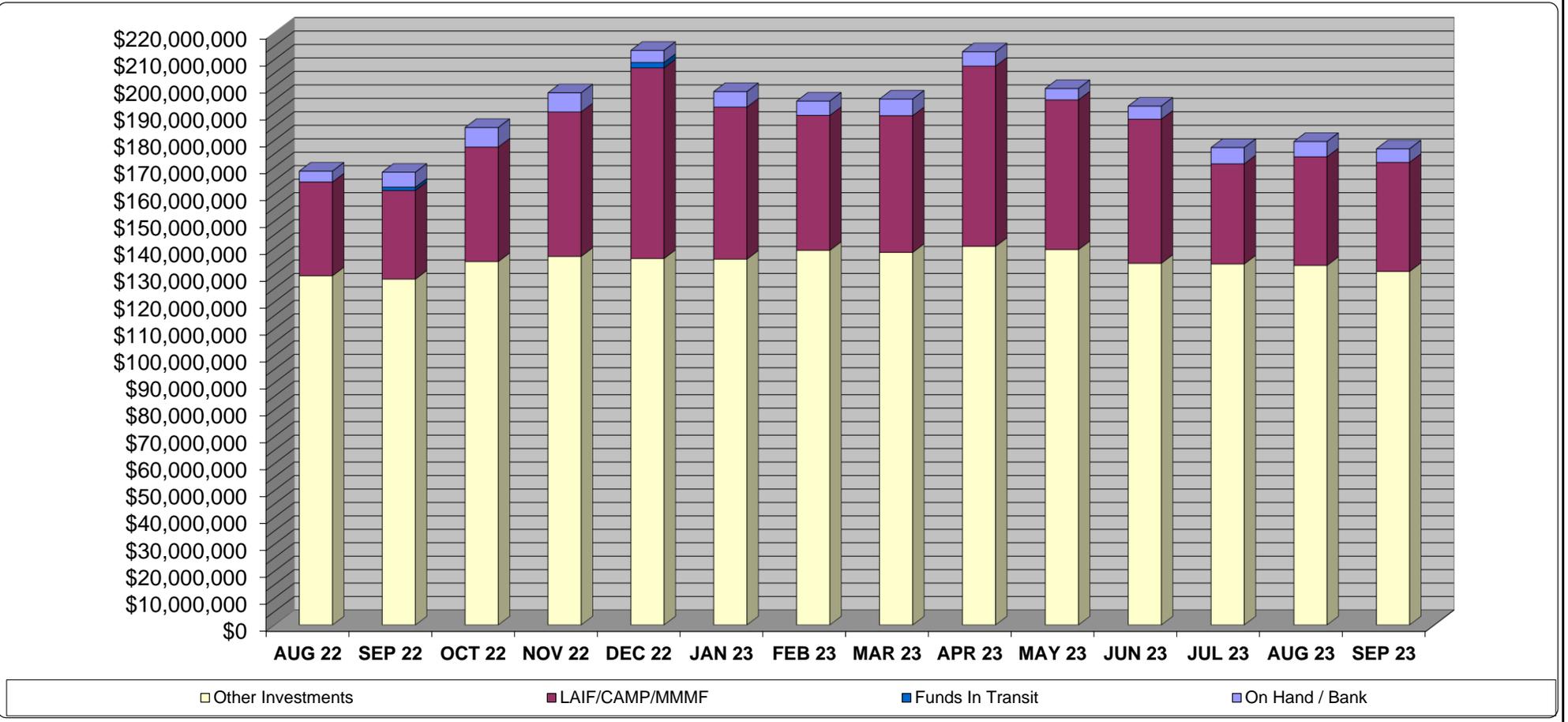


Maturity Distribution As of 9/30/2023



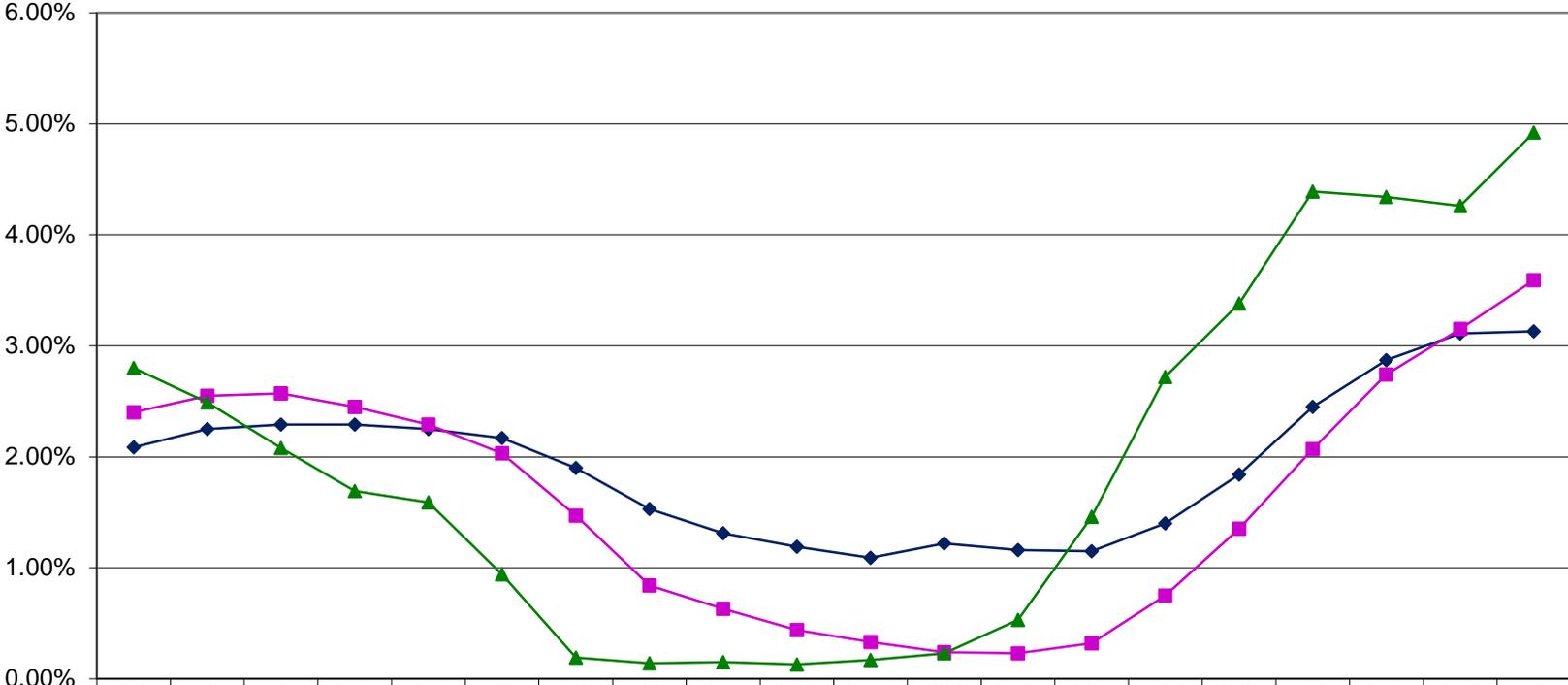
TREASURY CASH BALANCES AS OF THE LAST DAY OF THE MOST RECENT 14 MONTHS

	AUG 22	SEP 22	OCT 22	NOV 22	DEC 22	JAN 23	FEB 23	MAR 23	APR 23	MAY 23	JUN 23	JUL 23	AUG 23	SEP 23
On Hand / Bank	\$4,017,732	\$5,539,491	\$7,255,401	\$7,099,501	\$4,479,051	\$5,742,165	\$5,327,168	\$6,184,304	\$5,316,398	\$4,205,741	\$4,851,614	\$6,036,445	\$5,672,302	\$5,041,752
Funds In Transit		\$1,245,000			\$2,000,000									
LAIF/CAMP/MMMF	\$34,821,908	\$32,892,824	\$42,507,595	\$53,623,115	\$70,763,375	\$56,448,865	\$50,086,319	\$50,737,999	\$66,910,663	\$55,580,833	\$53,492,430	\$37,170,590	\$40,324,085	\$40,478,230
Other Investments	\$129,724,000	\$128,481,000	\$134,991,000	\$136,904,000	\$136,135,000	\$135,886,000	\$139,151,001	\$138,396,000	\$140,635,000	\$139,431,000	\$134,350,933	\$134,095,932	\$133,557,933	\$131,318,933
TOTAL	\$168,563,640	\$168,158,315	\$184,753,996	\$197,626,616	\$213,377,426	\$198,077,030	\$194,564,488	\$195,318,303	\$212,862,061	\$199,217,574	\$192,694,977	\$177,302,967	\$179,554,320	\$176,838,915



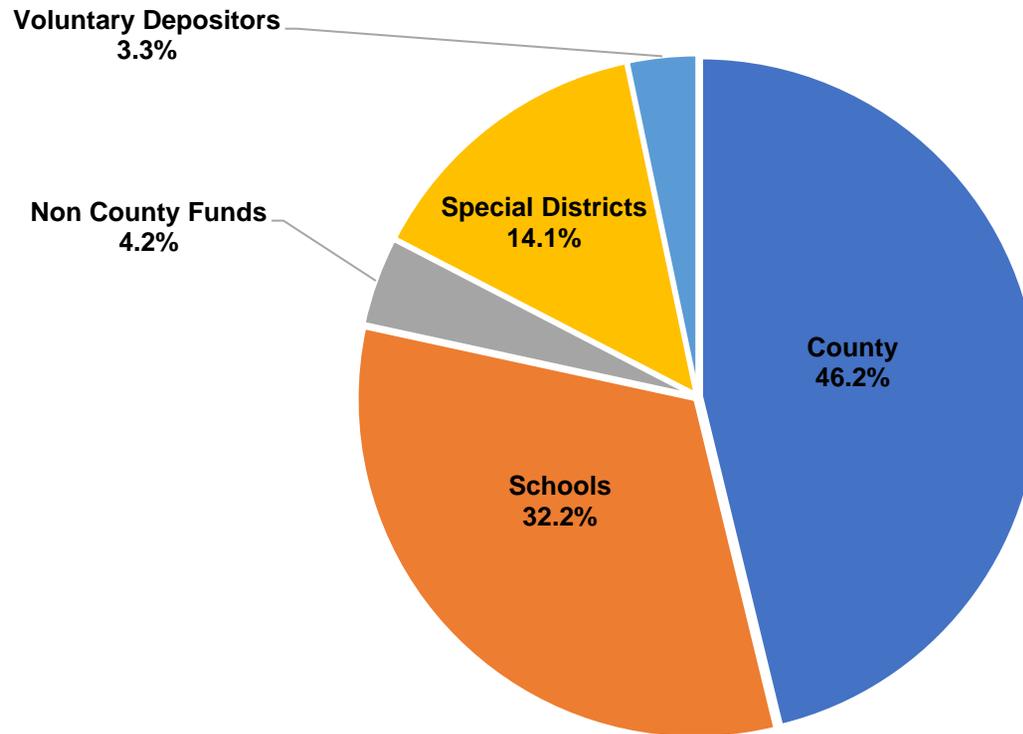
MATURITIES	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG	SEP	OCT	NOV	DEC	TOTALS
Calendar Year 2023										\$3,743,000.00	\$1,482,000.00	\$5,492,000.00	\$10,717,000.00
Calendar Year 2024	\$2,739,000.00	\$1,740,000.00	\$3,249,000.00	\$2,492,000.00	\$1,949,000.00	\$1,749,000.00	\$2,996,000.00	\$3,724,000.00	\$1,249,000.00	\$2,494,000.00	\$2,488,000.00	\$1,000,000.00	\$27,869,000.00
Calendar Year 2025	\$1,249,000.00	\$1,996,000.00	\$2,245,000.00	\$994,000.00	\$1,770,000.00	\$2,550,000.00	\$3,498,000.00	\$3,300,000.00	\$500,000.00	\$4,249,000.00	\$500,000.00	\$1,000,000.00	\$23,851,000.00
Calendar Year 2026	\$3,900,000.00	\$1,500,000.00	\$498,000.00	\$2,496,000.00	\$1,500,000.00	\$2,000,000.00	\$2,497,000.00	\$2,645,000.00	\$2,474,000.00	\$3,000,000.00	\$2,248,000.00		\$24,758,000.00
Calendar Year 2027	\$3,000,000.00	\$2,243,000.00	\$496,000.00	\$3,246,000.00	\$1,492,000.00	\$500,000.00	\$2,000,000.00	\$4,430,000.00	\$747,000.00	\$1,000,000.00	\$3,165,000.00	\$1,739,000.00	\$24,058,000.00
Calendar Year 2028	\$2,752,000.00	\$2,493,000.00	\$1,607,932.75	\$3,232,000.00	\$2,493,000.00	\$248,000.00	\$4,992,000.00	\$1,248,000.00	\$1,000,000.00				\$20,065,932.75
TOTAL													\$131,318,932.75

MONO COUNTY TREASURY POOL QUARTERLY YIELD COMPARISON



	12/31 2018	3/31 2019	6/30 2019	9/30 2019	12/31 2019	3/31 2020	6/30 2020	9/30 2020	12/31 2020	3/31 2021	6/30 2021	9/30 2021	12/31 2021	3/31 2022	6/30 2022	9/30 2022	12/31 2022	3/31 2023	6/30 2023	9/30 2023
—◆— COUNTY	2.09%	2.25%	2.29%	2.29%	2.25%	2.17%	1.90%	1.53%	1.31%	1.19%	1.09%	1.22%	1.16%	1.15%	1.40%	1.84%	2.45%	2.87%	3.11%	3.13%
—■— LAIF	2.40%	2.55%	2.57%	2.45%	2.29%	2.03%	1.47%	0.84%	0.63%	0.44%	0.33%	0.24%	0.23%	0.32%	0.75%	1.35%	2.07%	2.74%	3.15%	3.59%
—▲— 2YR TREAS	2.80%	2.49%	2.08%	1.69%	1.59%	0.94%	0.19%	0.14%	0.15%	0.13%	0.17%	0.23%	0.53%	1.46%	2.72%	3.38%	4.39%	4.34%	4.26%	4.92%

Investment Pool Participants as of 9/30/2023



The Pool is comprised of monies deposited by mandatory and voluntary participants. Mandatory participants include the County of Mono, School Districts, and Special Districts. Voluntary participants are those agencies that are not required to invest their monies in the County Pool and do so only as an investment option.

Districts Participating in Pool

Antelope Valley Fire Protection District, Antelope Valley Water District, Birchim Community Service District, Bridgeport Fire Protection District, Bridgeport Public Utility District, Chalfant Valley Fire Protection District, County Service Area #1, County Service Area #2, County Service Area #5, Hilton Creek Community Services District, June Lake Fire Protection District, Lee Vining Fire Protection District, Lee Vining Public Utility District, Long Valley Fire Protection District, Mammoth Community Service District, Mammoth Lakes Mosquito Abatement District, Mono City Fire Protection District, Mono County Resource Conservation District, Paradise Fire Protection District, Tri-Valley Ground Water Management District, Wheeler Crest Community Service District, Wheeler Crest Fire Protection District, White Mountain Fire Protection District.

Districts Not Participating in Pool

Inyo-Mono Resource Conservation District, June Lake Public Utility District, Mammoth Lakes Community Water District, Mammoth Lakes Fire Protection District, Southern Mono Healthcare District.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Elections

TIME REQUIRED

SUBJECT Governor's Proclamation for the
March 5, 2024, Presidential Primary
Election

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

<p>Click to download</p> <p> Proclamation</p>

History

Time	Who	Approval
10/24/2023 4:28 PM	County Counsel	Yes
10/12/2023 2:24 PM	Finance	Yes
10/24/2023 9:31 PM	County Administrative Office	Yes

**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, do hereby proclaim and order that a Presidential Primary Election will be held throughout this State on Tuesday, the 5th day of March 2024, at which candidates to the following offices will be presented to the voters:

President of the United States;

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 6th day of October 2023.



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 November 7, 2023

Departments: County Administrative Office

TIME REQUIRED

**PERSONS
APPEARING
BEFORE THE
BOARD**

SUBJECT Correspondence between
Congressman Kiley's Office and the
United States Postal Service
regarding the Bridgeport Post Office

AGENDA DESCRIPTION:

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

Correspondence received between Congressman Kiley's office to the United States Postal Service regarding the Bridgeport Post Office.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Post Office Response
Kiley Letter
Kiley's Office Email Correspondence

History

Time	Who	Approval
10/25/2023 2:31 PM	County Counsel	Yes
11/1/2023 4:07 PM	Finance	Yes



September 27, 2023

The Honorable Kevin Kiley
House of Representatives
Washington, DC 20515-0503

Dear Congressman Kiley:

This responds to your September 15 letter to Postmaster General Louis DeJoy, concerning postal operations in Bridgeport.

As you know, the U.S. Postal Service leases thousands of buildings across the nation. Lessors quite naturally expect the Postal Service to abide by the terms of the respective lease, and we expect lessors to do the same. In view of this, it has been our constant policy not to make rental adjustments outside of those included in the terms of the lease until such time as the lease expires and the Postal Service and lessor determine that a new lease at the existing location is appropriate. The Postal Service and the lessor are bound to the terms of the lease agreement.

I understand your concerns regarding the postal facility in Bridgeport. Facilities officials at postal headquarters confirmed that the landlord is actively working on repairs to the Post Office building. Given the scope of necessary repairs, work is expected to be completed in February 2024. Please be assured that headquarters and California District 3 officials share your concerns about the conditions of the temporary facility, and they are making every effort to remedy the issue quickly.

Thank you for writing. If you need assistance with other postal matters, please let me know.

Sincerely,

A handwritten signature in black ink that reads "Andrew P. Jones". The signature is written in a cursive style with a long horizontal stroke at the end.

Andrew Jones
Government Relations Representative

KEVIN KILEY
3RD DISTRICT, CALIFORNIA
HOUSE COMMITTEE ON EDUCATION
AND THE WORKFORCE
CHAIRMAN
SUBCOMMITTEE ON
WORKFORCE PROTECTIONS

1032 LONGWORTH HOUSE OFFICE BUILDING
WASHINGTON, DC 20515-0503
(202) 225-2523
HOUSE COMMITTEE ON JUDICIARY

Congress of the United States
House of Representatives
Washington, DC 20515-0503

September 15, 2023

Postmaster General DeJoy
475 Lenfant Plaza SW
Washington, D.C. 20260

Dear Postmaster, General DeJoy,

I wanted to bring to your attention a situation at the post office in Bridgeport, California. As you may know, in February a main water pipe burst leaving the building unusable. Currently, the post office is operating out of a mobile unit and two shipping containers. This is the only Post Office in Bridgeport and next closest is twenty-five miles away.

While I'm grateful for United States Postal Services' quick action in deploying a mobile unit to the site, I'm dismayed to hear there hasn't been any action to fix the damage or find a new building to operate out of. The shipping containers where mail is sorted does not have air-conditioning or heat and the mailboxes are aged and in need of replacement. With the extreme weather this area experiences in both the summer and winter, we cannot have employees working in shipping containers without AC or heat. With fall and winter approaching this is becoming increasingly concerning and USPS needs to find a more permanent solution.

The status quo is simply unacceptable to all the stakeholders -- customers and employees alike. I understand that USPS doesn't own the building, but if the landowner refuses to fix the broken pipe, I think you should consider breaking your lease and finding a new location. Regardless of what the USPS decides, and we need something to happen quickly. I'd appreciate hearing back from you on next steps to solve this issue and please know that my office is here to assist in any way I can.

Best Regards,



Kevin Kiley
Member of Congress

From: [Danielle Espinosa](mailto:Danielle.Espinosa)
To: [Danielle Espinosa](mailto:Danielle.Espinosa)
Subject: FW: From the Office of Congressman Kevin Kiley - Bridgeport Post Office
Date: Monday, October 30, 2023 8:18:12 AM
Attachments: [image001.png](#)

From: Horvat, Chelyssa <Chelyssa.Horvat@mail.house.gov>
Sent: Wednesday, October 25, 2023 3:04 PM
To: Rhonda Duggan <rduggan@mono.ca.gov>; Sandra Moberly <smoberly@mono.ca.gov>
Cc: John Peters <jpeters@mono.ca.gov>
Subject: RE: From the Office of Congressman Kevin Kiley - Bridgeport Post Office

[EXTERNAL EMAIL]

Dear Sandra,

The USPS just sent me another update related to the Bridgeport Post Office. Please see the update, below:

The MRU unit at Bridgeport Ca, has heat as of today 10/25/2023 at approximately 10:30. The repair parts came in yesterday 10/24/2023, and our Tech went to Bridgeport this morning and made the needed repairs. So, at this time Bridgeport has two MRU units, one as a backup as we are expecting snow starting this weekend.

Please let me know if our office can be of any further assistance on this issue.

Kind Regards,

Chelyssa Horvat

Chelyssa Horvat
District Director
U.S. Congressman Kevin Kiley, CA-03
Phone: 916-724-2575
Email: Chelyssa.Horvat@mail.house.gov



From: Horvat, Chelyssa
Sent: Monday, October 23, 2023 2:40 PM
To: Rhonda Duggan <rduggan@mono.ca.gov>; Sandra Moberly <smoberly@mono.ca.gov>
Cc: John Peters <jpeters@mono.ca.gov>
Subject: RE: From the Office of Congressman Kevin Kiley - Bridgeport Post Office

Dear Sandra,

I just received an update from the USPS related to the Bridgeport Post Office. As you know, they plan to be back in their building in February of 2024. In the meantime, they plan to send other resources. They report that funding was received for four 20' trailers and one restroom. They are now working on scheduling delivery of the new trailers in coordination with extraction of the current trailers. They are also working with a local electrician to figure out hookups and/or a generator.

I will continue to keep you apprised of any updates.

Sincerely,

Chelyssa Horvat

Chelyssa Horvat

District Director

U.S. Congressman Kevin Kiley, CA-03

Phone: 916-724-2575

Email: Chelyssa.Horvat@mail.house.gov



From: Horvat, Chelyssa

Sent: Thursday, October 19, 2023 7:33 PM

To: Rhonda Duggan <rduggan@mono.ca.gov>; Sandra Moberly <smoberly@mono.ca.gov>

Cc: John Peters <jpeters@mono.ca.gov>

Subject: RE: From the Office of Congressman Kevin Kiley - Bridgeport Post Office

Hi Supervisor Duggan,

Absolutely, happy to help. I look forward to staying in touch about this. We are glad to continue to help on this issue however we can.

Kind Regards,

Chelyssa Horvat

Chelyssa Horvat

District Director

U.S. Congressman Kevin Kiley, CA-03

Phone: 916-724-2575

Email: Chelyssa.Horvat@mail.house.gov



From: Rhonda Duggan <rduggan@mono.ca.gov>
Sent: Thursday, October 19, 2023 7:31 PM
To: Horvat, Chelyssa <Chelyssa.Horvat@mail.house.gov>; Sandra Moberly <smoberly@mono.ca.gov>
Cc: John Peters <jpeters@mono.ca.gov>
Subject: Re: From the Office of Congressman Kevin Kiley - Bridgeport Post Office

Thank you, Chelyssa, for sharing this. We appreciate the efforts and look forward to seeing you soon.

Best regards,

Rhonda Duggan
2023 Board Chair
Mono County Supervisor
District 2
rduggan@mono.ca.gov
760-965-9784

From: Horvat, Chelyssa <Chelyssa.Horvat@mail.house.gov>
Sent: Thursday, October 19, 2023 7:27 PM
To: Sandra Moberly <smoberly@mono.ca.gov>
Cc: John Peters <jpeters@mono.ca.gov>; Rhonda Duggan <rduggan@mono.ca.gov>
Subject: From the Office of Congressman Kevin Kiley - Bridgeport Post Office

[EXTERNAL EMAIL]

Dear Sandra,

This is Chelyssa Horvat with Congressman Kevin Kiley's office. Our office recently received the letter from the Mono County Board of Supervisors related to the issues the Bridgeport area has been facing related to postal service, and I wanted to be sure to get in touch with you with updates.

Upon receipt of the letter, Congressman Kiley quickly submitted a letter to USPS urging them to address this issue promptly. We recently received a letter response from the department as well. I have attached both to this email.

Please feel free to review the letters and let us know how the County may like to proceed. We can certainly continue to discuss this issue with USPS, as necessary.

I look forward to continuing to work with you on this matter.

Sincerely,

Chelyssa Horvat

Chelyssa Horvat

District Director

U.S. Congressman Kevin Kiley, CA-03

Phone: 916-724-2575

Email: Chelyssa.Horvat@mail.house.gov





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Clerk of the Board

TIME REQUIRED 30 minutes

SUBJECT Winter Seasonal Outlook
Presentation

**PERSONS
APPEARING
BEFORE THE
BOARD**

Dawn Johnson, National Weather
Service (NWS) Reno

AGENDA DESCRIPTION:

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

Presentation by Dawn Johnson of the National Weather Service in Reno regarding the 2023/24 Winter Weather Outlook.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/24/2023 5:07 PM	County Counsel	Yes
11/1/2023 2:24 PM	Finance	Yes
11/1/2023 3:05 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Clerk of the Board

TIME REQUIRED 15 minutes

SUBJECT Winter Operations Update - Caltrans

**PERSONS
APPEARING
BEFORE THE
BOARD**

Ryan Dermody, District 9 Director,
Terry Erlwein, Deputy District 9
Director for Maintenance, Operations,
and Andy Richard, Caltrans
Maintenance Manager

AGENDA DESCRIPTION:

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

Presentation by Ryan Dermody, Terry Erlwein, and Andy Richard of Caltrans regarding the 2023 - 24 Winter Operations update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Emilee Mullen

PHONE/EMAIL: 760-784-4260 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> staff report</p>

History

Time	Who	Approval
10/24/2023 5:08 PM	County Counsel	Yes
11/1/2023 2:28 PM	Finance	Yes
11/1/2023 3:06 PM	County Administrative Office	Yes

California Department of Transportation

DISTRICT 9
500 SOUTH MAIN STREET | BISHOP, CA 93514
(760) 872-0601 | FAX (760) 872-0678 TTY 711
www.dot.ca.gov



October 30, 2023

To: Honorable Board of Supervisors
From: Emilee Mullen, Caltrans District 9
Subject: Winter 2023/2024 Snow Operations

Subject

Annual presentation on anticipated winter snow operations on state highways/routes in Mono County.

Recommendation

N/A – Informational only

Discussion

Caltrans District 9 Director Ryan Dermody, Deputy District 9 Director of Maintenance & Operations, Terry Erlwein, and Caltrans District 9 Maintenance Manager Andy Richard will provide information to the Board on upcoming preparations for the winter 2023/2024 storm season, changes to the winter pass program, and equipment updates.

Fiscal Impact

None



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Emergency Management

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Chris Mokracek, Director of
Emergency Management

SUBJECT 2023 Winter Storm Response and
2024 Winter Preparedness

AGENDA DESCRIPTION:

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

Presentation by Chris Mokracek regarding the County's response to the 2023 winter storms and 2024 Winter preparedness.

RECOMMENDED ACTION:

None, informational. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Chris Mokracek

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/31/2023 10:13 AM	County Counsel	Yes
11/1/2023 2:29 PM	Finance	Yes
11/1/2023 3:11 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: County Administrative Office

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kristi More, TFG (The Ferguson Group)

SUBJECT Update from The Ferguson Group on Mono County Advocacy Services

AGENDA DESCRIPTION:

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

The Ferguson Group, LLC (TFG) is under contract with Mono County to provide federal advocacy, consulting, and grant services. Additionally, TFG works with staff to identify funding opportunities for the County's high-priority projects and works to assist the County in implementing the federal legislative platform and strategy. TFG will provide an update on their work with the County and the potential federal government shutdown.

RECOMMENDED ACTION:

Receive the update from TFG and provide questions as needed.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: 760-932-5415 / smoberly@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
10/24/2023 5:07 PM	County Counsel	Yes
11/1/2023 3:05 PM	Finance	Yes

11/1/2023 3:09 PM

County Administrative Office

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Public Works

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Mono County Jail Facility - Update

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report New Jail
Jail presentation

History

Time	Who	Approval
10/24/2023 4:30 PM	County Counsel	Yes
10/23/2023 2:24 PM	Finance	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: November 7, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Public Works Director
Re: Mono County Adult Detention Facility Update

Background:

With Senate Bill (SB) 844, Mono County was awarded a \$25,000,000 grant to assist in replacing the Mono County Jail in Bridgeport. The following is a rough overview of the process since that time.

2017 February - The Board selected the option to construct a new facility at the Old Hospital. This location required the demolition of the existing abandoned hospital.

2021 February – Mono County established a contract with Lionakis for Architectural Services.

2022 February – Mono County established a contract with Kitchell for Construction Management Services.

2023 August – Hazardous Material Abatement and Monitoring tasks complete.

2023 June – Mono County received approval by the California State Department of Finance to continue the design process.

2023 September – Site Utility Relocation work in process.

2023 September – State Fire Marshal Plan review in process

2023 October – Liquefiable soil test process, This task was completed. Note soils are subject to liquefaction.

Discussion:

Since Last Update:

Upcoming schedule (actual schedule may change due to weather and/or outside agency requirements)

2023 October – continue site utility and relocation work and begin building demolition.

2023 October – continue Site Ground Lease work with Department of General Services and Board of State and Community Corrections.

2023 November – Establish contract for and begin Site Compaction process (if weather permits)

2024 April – begin Site Compaction process (later date if forced by weather)

2024 April – Lionakis to complete construction bid package incorporating comments from Kitchell, County and State Fire Marshall and Kitchell.

2024 May/June – Bid Process to select Construction Contractor.

2024 June – Begin Construction on Mono County Jail.

2025 December – Mono County Sheriff's to begin preparing for move.

2026 April – Jail Construction generally Complete.

2026 June – Inmates move in.

Please contact me at 760-709-0427 if you have any questions regarding this item.

Respectfully submitted,

Paul Roten

Mono County Jail Update

November 7, 2023



LIONAKIS



Mono County Jail Update

▶ ~~Hazardous Material Removal~~

▶ **Site Preparation**

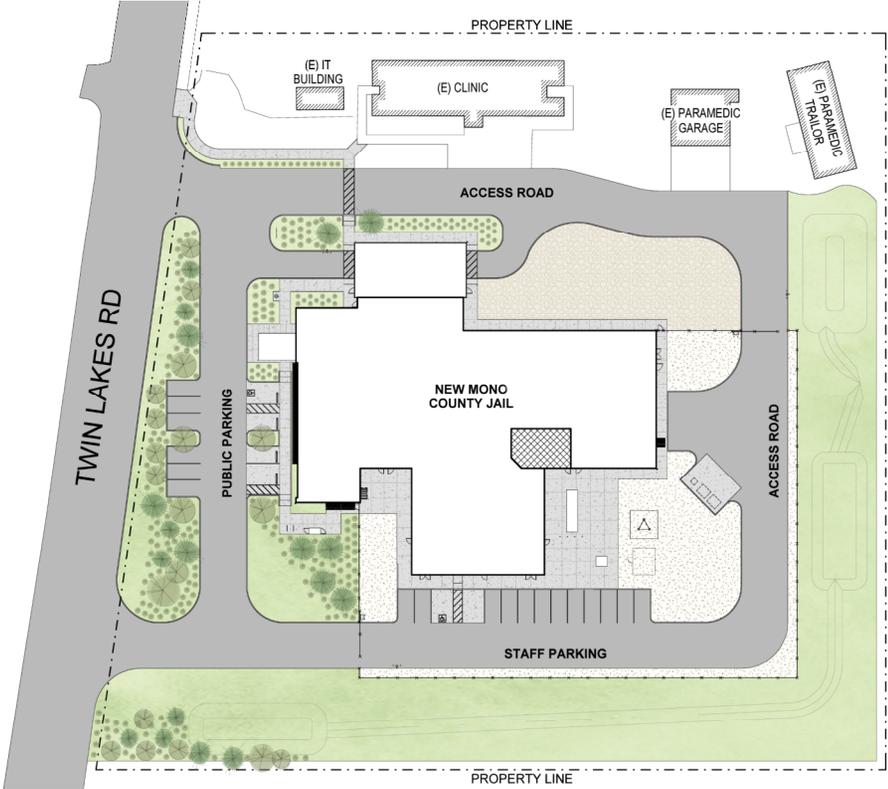
- ▶ Present work tasks
- ▶ Project Schedule
- ▶ Next steps

Design update



Site Location

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

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

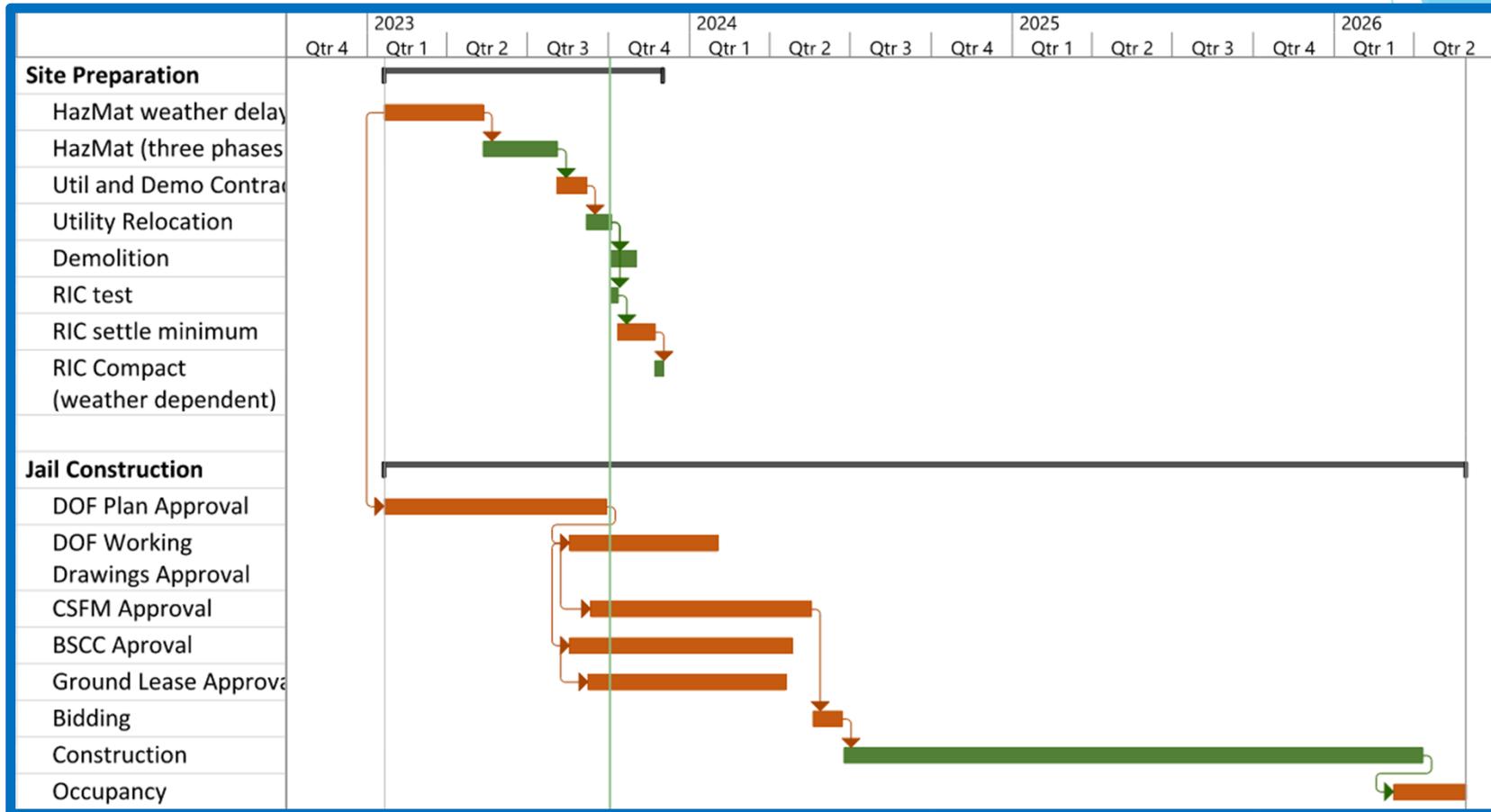
Cumbersome Process and Deliverables

- ▶ ~~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

Mono County Jail Schedule



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
- ▶ Bidding
 - Conditional Award
- ▶ DOF Approval and Notice to Proceed
- ▶ Construction

Questions?





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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Public Works

TIME REQUIRED 45 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Capital Improvement Plan Workshop

AGENDA DESCRIPTION:

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

Workshop for presenting the list of projects on the proposed Mono County 2023 Capital Improvement Plan (CIP) and discuss the programming of available financial resources.

RECOMMENDED ACTION:

Review revised draft of the 2023 Mono County's five-year Capital Improvement Plan and discuss list of projects and associated funding resources. Provide any desired direction to staff.

FISCAL IMPACT:

The CIP affects numerous future budgets. As funding becomes available, the County Administrative Officer will recommend inclusion of project appropriations in future year operation budgets.

CONTACT NAME: Paul Roten

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
CIP staff report r1
CIP Presentation
CIP DOC r1
CIP APP A r3
CIP APP B r2
CIP APP C
CIP APP D

History

Time	Who	Approval
11/1/2023 2:44 PM	County Counsel	Yes
11/1/2023 2:52 PM	Finance	Yes
11/1/2023 2:59 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: November 7, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Re: Capital Improvement Plan Workshop

History:

CIP stands for capital improvement plan, which lays out the financing, location, and timing for capital improvement projects over several years. A capital improvement plan typically consists of one or more capital improvement projects, which are financed through a capital budget. The capital budget is funded through numerous grant programs and the general fund.

Discussion:

The goal of the CIP is to allow the Mono County Board and members of the public a transparent look at ongoing needs and how Mono County intends to provide needed infrastructure and maintenance to county facilities. The prioritization of CIP projects is based on Mono County Strategic Plan with direction from the Mono County Board.

In this workshop we will:

- Provide an overview of the 5 year CIP
- Provide a list of Recommended Projects
- Discuss the projects , taking any guidance from the Board.

The next step of this process is to take this CIP to the Planning Commission where we will ask for confirmation that this CIP conforms to the Mono County General Plan.

The CIP does not include recurring costs for maintenance and operations, or other planned or unplanned repairs normally covered in the County's budget on an annual basis. Ongoing costs for routine maintenance and budgeted maintenance reserves, depreciation, etc. are included in various Department's operating budgets.

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

Capital Improvement plan



5 Year Plan
Prepared November 2023

Based on the Strategic Plan Goals

- Designed to help the County meet its Strategic Plan Goals
 - When items are added, they should be reviewed with how they fit into the Strategic Plan
- Must conform to the General Plan
 - With input from this meeting, we will take this plan to the Planning Commission
 - The Planning Commission will review and confirm conformance with the General Plan
- Approval by Mono County Board of Supervisors
 - After confirmation by the Planning Commission, this CIP will be returned to the Board for Approval

General considerations

- Moving forward, this Capital Improvement Plan is steered by the Board of Supervisors
 - Mono County Staff will take that direction, along with data collected for road and facility conditions and provide recommendations to the board.
- The Mono County Departments will use the CIP for direction in use of working time.
- Maintained as a “Living Document”
- Include considerations of projects past the 5-year horizon

Incorporate needs from across the County

- The CIP is for more than just Public Works
- It is also for
 - Auditor Controller programs.
 - Community Housing,
 - Emergency Services
 - Information Technologies,
 - Probation - Transitional Housing,
 - Sheriff's Office
 - Social Services - Childcare facilities,

Priority Projects (non Public Works)

- ERP System Implementation to replace Innoprise and other 3rd party software – Auditor Controller
- New Medic 7 Building, Heart Monitors, Ambulances – Emergency Medical Services
- Radio Systems, Generators, Computer Storage solutions, Software solutions, Lock systems – Information Technologies
- Transitional Housing – Probation
- New Bridgeport Jail – Sheriff's Office
- Childcare Facility (North County) – Social Services

Public Works

- Public Works department is typically tasked with implementation and has 6 divisions
 - Engineering (street and road improvements, and county engineering support)
 - Facilities
 - Fleet
 - Road Operations
 - Solid Waste
 - Sustainable Outdoors and Recreation

Public Works Projects

- Saddlebag Lake, Benton Crossing Road. Eastside Lane Phase 2, Highway Safety Improvements, North Shore Drive, Pine Nut Drive, Aspen Creek Road– Engineering Division
- Annex I and II Restoration (Roof, Paint, HVAC, Carpet) – Facilities Division
- Heavy Equipment replacements – Road Division
- Pumice Valley Compactor, Scalehouse, Water tank , Generator, Hazmat cover, – Solid Waste Division

Public Works in support of other Departments

- New Medic 7 Building for EMS – Engineering Division
- Generators for Information Technologies – Facilities Division
- Transitional Housing for Probation – support from Engineering Division
- New Bridgeport Jail – Engineering Division
- Childcare Facility (North County) – will likely need support of Engineering Division

Completed Capital Improvement Program Projects

- Civic Center located in Mammoth Lakes
- Long Valley Streets
- Airport Road
- Eastside Lane first phase
- Bridgeport Banner
- Courthouse Painting
- Emergency repairs Benton Crossing and Northshore
- Pavement Restoration on Rock Creek and Convict Lake Road
- June Lake Streets Traffic Calming



Draft
Mono County
Capital Improvement Plan
2023

**Mono County
Capital Improvement Plan
Table of Contents**

1. Introduction..... 1

2. Project Categories..... 2

3. Development of Capital Improvement Plan 3

4. Project Completion Highlights, from recent years 4

5. Funding Sources..... 5

6. 5 Year CIP 6

Attachments

Appendix A

Appendix A1..... Department Abbreviations

Appendix A2..... Department CIP Table (non Public Works)

Appendix A3..... Public Works CIP Table

Appendix BNew Projects / Narratives

Appendix B1 Department Projects (non Public Works)

Appendix B2 Public Works General

Appendix B3 Public Works Streets and Roads

Appendix B4 Public Works Facilities

Appendix C Completed Projects

Appendix D..... Project Worksheet Form and Instructions

Appendix E Capital Improvement Plan Policy (draft, not yet adopted)

1. Introduction

This Capital Improvement Plan has been developed to provide direction for Mono County Staff, such that their work is guided by the Board, and their constituents in conformance with the General Plan.

The 5-year Capital Improvement Plan (CIP) for Mono County is the community's plan for short and mid-range development, maintenance, improvement and acquisition of infrastructure assets to benefit the County's residents, businesses, property owners and visitors. The CIP provides a linkage between the County's General Plan, various master planning documents and the annual budget to more effectively plan, prioritize, schedule and implement capital and projects over the next 5-year period.

The Capital Improvement Plan is vital to our County. It is a plan for physical improvements to public facilities and infrastructure, throughout Mono County. The underlying motive behind these programs is to improve safety, mobility, and lifestyles of residents and visitors. Such projects will have a positive effect on the local economy and include short-range and long-range capital acquisition and development plans and projects. Projects included in the CIP are major non-recurring projects, have a long service life, and will be underway (or are planned, but are unfunded) during the 5-year cycle beginning with this fiscal year. CIP expenditures are considered beyond the scope of normal annual operating or maintenance expenses.

This CIP is proposed to be reviewed annually and revised as necessary based on current circumstances and opportunities in consideration of historic requirements and expenditures for capital projects. While the 5-Year Plan does not appropriate funds, it serves as a planning and budget tool to identify needed capital projects,

estimate capital requirements, and coordinate financing and timing. It identifies projects for annual funding, focuses resources in program areas, and supports planning recommendations. It also identifies project impacts on future operating budgets, including additional staffing, maintenance, and other recurring operational expenditures that require ongoing funding and must be considered in the planning and approval of projects.

The plan is dynamic in nature and changes year to year as priorities, needs and funding change. The CIP is a guide for the consideration, selection and development of; roads, sewers, water systems, bike lanes, sidewalks, MUP's, parking, parks, airports, offices and other types of facilities necessary to provide communities with services. The projects include significant maintenance and replacement of existing infrastructure and facilities and construction of new facilities and infrastructure.

Ultimately, the CIP is focused on achieving the following goals:

- Develop a consistent annual process to coordinate the planning and development of infrastructure and facilities.
- Enhance coordination and communication among County departments and other entities involved in the development of capital projects.
- Increase the alignment between infrastructure and facilities projects and adopted land use plans and policies.
- Provide an opportunity for the Board of Supervisors to align the CIP with Strategic Priorities
- Increase opportunities to identify and align funding sources necessary for the development of improvements.
- Increase awareness of planned capital projects to the public and community partners.

2. Project Categories

The CIP and associated documents have been divided into the following categories to help organize and prioritize projects.

PUBLIC WORKS DIVISIONS

PW-AP - Public Works / Airport. Mono County owns and operates two airports. “Bryant Field Airport” in located in Bridgeport and “Lee Vining Airport”

PW-FE – Public Works / Fleet and Equipment– Mono County owns about 250 vehicles. Approximately half of them are used by Public Works

PW-GF – Public Works / General Facilities. The category includes the 99 County owned vertical structures. This includes 5 municipal corporation yards, the Civic Center, the Courthouse in Bridgeport, the Bridgeport Jail, 5 community centers, etc.

PW-PR – Public Works / Parks, Recreation and Land. Mono County also has numerous parks around the county with facilities like tennis courts, horseshoe pits, picnic tables, etc. The category includes the campground located at Lundy Lake, undeveloped Mono County Land and Conway and xx. Cemetery work is also included in this category.

PW-SD – Public Works / Storm Drain Projects (SD). This category includes all drainage related facilities within the Mono County, including storm drains, culverts, inlets, and basins. It also includes any flood related projects.

PW-SOAR – Public Works / Sustainable Outdoors and Recreation. Mono County Sustainable Outdoors and Recreation – This category supports activities in the eastern sierra to maintain sustainability of our environment. This category will also work toward shared uses and facilities.

PW-SS – Public Works / Streetscape. Includes streets, street side landscaping, furniture, banners and decorations, and wayfinding signage.

PW-ST – Public Works / Streets County Right of Way ROW, Streets and Signage (SS). This category includes capital improvements within the 632 miles of public right-of-way in the County. The improvements may include reconstruction of roadways, bridges, new traffic signals or streetlights, and new curb and gutter. This category also includes any ancillary work that may occur in state owned ROW.

PW-SW – Public Works / Solid Waste. Mono County owns and operates the Pumice Valley Landfill and Transfer station, the Walker Landfill and transfer station

along with 4 transfer stations located at Bridgeport, Benton, Chalfant, and Paradise.

GENERAL MONO COUNTY DEPARTMENTS

AC – Auditor Controller – includes operational software for mono county financial management.

AS – Animal Services – includes buildings and operations to manage shelter animals.

BH – Behavioral Health

CH - Community Housing. Includes capital projects that advance the County’s housing goals, including Affordable Housing and Other Community Housing Opportunities

EO - Elections Office. Includes elections equipment and operations.

EMS – Emergency Medical Services. – Includes equipment and facilities for EMS to provide services, such as ambulances and

IT - Information technologies and Systems. – This category all operations equipment required by the IT department.

PB - PROBATION. Mono County Probation. This includes necessary purchases and large projects required by the Probation department.

SO – Sheriff’s Office. Mono County owns the Sheriff’s Office and the Bridgeport Jail. Regular maintenance and improvements are the responsibility Mono County. This category includes the New Adult Detention Facility being built in Bridgeport with management by the Public Works Department. The maintenance of the SO fleet is managed under Fleet and Equipment.

SS – Social Services. Includes child services and First Five.

3. Development of the Capital Improvement Plan

The CIP process will be regularly refined to ensure realistic project planning that support the priorities of the County. Consistent with prior years, projects were reviewed as the previous cycle ended. The Public Works Department worked with County Departments to develop a list of new and current projects, obtain estimates, and determine potential impacts to the operating budget for the next five years. The list of projects is based on approved planning documents such as the General Plan and direction from the Board of Supervisors and input from Staff. The procedures for developing the 5-year CIP aim to enhance the County's forecasting, project evaluation and community engagement processes by creating a resource "toolbox" to be used throughout the decision-making process. It is not intended to limit the County's ability to adjust its programs, services and planned projects as unexpected needs, funding opportunities, or impacts arise. Upon approval of the CIP by the Board of Supervisors the document should be aligned with the budget as CIP priorities should be reflected in budget decisions.

General CIP Acceptance Process

- New project identification / Update current/future CIP project details.
- Draft CIP – Align recommendations with strategic planning, Mono County needs, the General Plan and available resources.
- Provided staff recommended CIP to the Board of Supervisors, solicit input and make edits.
- Take CIP to the Planning Commission to review for conformance to the General Plan.
- The Mono County Board of Supervisors accepts CIP, Staff makes budget adjustments as directed.
- Review CIP as needed, to allow for allocation of funds to support projects for the following year, adjust project scopes and budgets as required.

4. Project	Completion	Highlights	(from	Prior	Years)
Bridgeport Courthouse (2023)	Restoration and painting of the Courthouse exterior to its original White color with Black and Red trim, along with the two onsite buildings.	June Lake Traffic Calming (2022)	Installation of Visual traffic calming devices, Speed Limit Signs and Feedback signs in the community of the June Lake Village.		
Bridgeport Banner (2023)	Banner across Highway 395 to inform visitors and travellers of what is happening in Bridgeport	Convict Lake Road Pavement Preservation (2022)	Slurry project including restriping and signage		
Benton Crossing and Northshore Drive Emergency Repair (2023)	An Exigency project to patch up Benton Crossing to be able to handle the 23/24 winter storms.	Mono County Public Works Standards (2022)	Update and Development of standards for Public Works, to replace the previous standards dated 1982.		
Civic Center Drainage Upgrade (2023)	Installation of gutter along north side of building to collect and direct drainage.	Closing of the Benton Crossing Landfill (2022)	This process includes expansion of services at the Pumice Valley Landfill and Transfer Station		
Long Valley Streets (2022)	Road rehabilitation of Substation Road and select roads in Crowley Lake, Sunny Slopes, and Swall Meadows. The project rehabilitated 5 miles of county-maintained roads and the Lakeridge Ranch Zone of Benefit roads in Crowley Lake	Rock Creek Road Drainage Repair (2021)	Repair of a pavement deformity on Rock Creek Road caused by spring runoff.		
Rock Creek Road Pavement Preservation (2022)	Slurry project, including restriping, and signage.	Airport Road Rehab (2021)	Road rehabilitation and addition of paved bike lanes on Airport Road (1.3 miles) and Hot Creek Hatchery Road (0.3 miles) providing direct access to Mammoth-Yosemite Airport from Highway 395.		

5. Funding Sources

Active Transportation Program	ATP
California Disaster Assistance Act	CDA
Certificates of Participation	COPs
County Fine Fund	CFF
Community Corrections Partnership	CCP
Federal Lands Access Program	FLAP
General Fund	GF
Highway Bridge Program	HBP
Highway Infrastructure Program	HIP
Highway Safety Improvement Program	HSIP
Jail Revenue Bonds	JRB

Mono County Local Transportation Commission Overall Work Program	LTC OWP
Motor Pool	MP
Regional Surface Transportation Program	RSTP
Researching for Funding Sources	RFFS
Road Maintenance and Rehabilitation Account (part of SB 1)	RMRA
State Revenue Bonds for Jail Construction	SB 844
State Transportation Improvement Program	STIP
Systemic Safety Analysis Report Program	SSARP
The Road Repair and Accountability Act (see RMRA)	SB 1
Zone of Benefit	ZOB

6. 5 Year CIP

The CIP outlook is intended to be a planning tool to assist in budget projections and decisions and to aid in the allocation of resources needed to meet Mono County's strategic goals. Assessment of the CIP Outlook allows the Mono County to annually monitor and evaluate funding availability while taking into account new needs that are of priority. The CIP outlook provides the Board of Supervisors, key stakeholders, and the public with information prior to the budget meetings to facilitate an informed discussion during the development of the FY CIP Budget. One of the goals of the CIP outlook is to take a closer look at the funding gaps and identify any opportunities to appropriate discretionary funds. The budget outlook takes a closer look at the funding sources of each project, identifying the known source of funding for each project along with any deficiencies. This will be valuable when evaluating any budget surplus identified during the third quarter budget adjustment and appropriating funds to projects



Draft
Mono County
CIP
APPENDIX A



Draft
Mono County
CIP Abbreviations
APPENDIX A1

Mono County - Capital Improvement Plan

NEW PROJECTS

MONO COUNTY CIP (NON PUBLIC WORKS)

AUDITOR CONTROLLER	AC
BEHAVIOURAL HEALTH.....	BH
COMMUNITY HOUSING.....	CH
EMERGENCY MEDICAL SERVICES	EMS
ELECTIONS OFFICE.....	EO
INFORMATION TECHNOLOGIES	IT
PROBATION	PB
SHERIFF'S OFFICE	SO
SOCIAL SERVICES.....	SS

PUBLIC WORKS CIP PROJECTS

AIRPORTS	PW-AP
FLEET.....	PW-FL
GENERAL FACILITIES	PW-GF
PARKS, RECREATION AND LANDS.....	PW-PR
ROADS	PW-RD
STREETS.....	PW-ST
SUSTAINABLE OUTDOORS AND RECREATION	PW-SOAR
SOLID WASTE	PW-SW



Draft
Mono County
CIP
APPENDIX A2



Draft
Mono County
CIP
APPENDIX A3

Table A - Mono County - PUBLIC WORKS - CIP - (in thousands)

	CIP Number	Description	Priority	Funding source	TOTAL Investment	Current FY2023-24 and Earlier	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FUTURE plans
PW/ST - STREETS	ST Total:				\$ 72,651	\$ 5,060	\$ 8,852	\$ 5,289	\$ 5,400	\$ 18,350		
	PW-ST	22 1	Antelope Valley Streets		STIP	\$ 1,900						\$ 1,900
					RMRA	\$ 100						\$ 100
	PW-ST	22 3	Benton Crossing Rehab Phase 1 (120 -7 miles east)		STIP	\$ 5,079		\$ 2,579	\$ 2,500			
	PW-ST	22			RMRA	\$ 110	\$ 60	\$ 50				
	PW-ST	22 4	Benton Crossing Rehab Phase 2 (Waterson -7.5 miles east)		STIP	\$ 5,000				\$ 5,000		
	PW-ST	22			RMRA	\$ 110		\$ 60	\$ 50			
	PW-ST	22 5	Benton Crossing Phase 2 &3 Maint (Pit to Waterson)		RMRA	\$ 4,189		\$ 4,189				
			Bridges Bundle Engineering		RMRA	\$ 1,450		\$ 150	\$ 300			\$ 1,000
		22 8	Bridges (bundle) Replacement - Cunningham, Larson, Crowley Lake D		BIP	\$ 15,800						\$ 15,800
	PW-ST		Bridge Maintenance Program		RMRA	\$ 200		\$ 100	\$ 100			
	PW-ST	22 11	Systemic Safety Curve Signage		HSIP	\$ 250	\$ 250					
	PW-ST	22 12	Right Edgeline Striping		HSIP	\$ 275	\$ 25	\$ 250				
	PW-ST	22 13	Guardrails Replacement		HSIP	\$ 1,975	\$ 975			\$ 1,000		
					STIP	\$ 3,748		\$ 3,748				
	PW-ST	22 16	Eastside Lane Rehabilitation Phase 2		RMRA	\$ 100	\$ 100					
	PW-ST	23 2	Aspen Springs Ranch Road Rehabilitation		RMRA	\$ 800	\$ 800					
	PW-ST	23 15	Annual ZOB Project		ZOB	\$ 700		\$ 100	\$ 500	\$ 100		
	PW-ST	23 21	Annual Pavement Preservation projects		RMRA	\$ 3,500			\$ 1,000	\$ 1,500	\$ 1,000	
	PW-ST	23 22	Pinenut Road		RMRA	\$ 800	\$ 800					
	PW-ST	23 28	Rock Creek Road (lower part A)		STIP	\$ 6,000						\$ 6,000
	PW-ST	22 29	Saddlebag Lake Road FLAP		FLAP	\$ 12,100					\$ 12,100	
	PW-ST	23 30	Secondary/Fire access to Mono City Improvements			\$ 150						\$ 150
PW-ST	23 31	Secondary/Fire access to Swall Meadows		RFFS	\$ 250						\$ 250	
PW-ST	23 32	2023 Storm damage repaving		FEMA	\$ 1,300	\$ 1,300						
PW-ST	23 33	Northshore Drive Rehabilitation		STIP	\$ 4,500					\$ 4,500		

Table A - Mono County - PUBLIC WORKS - CIP - (in thousands)

	CIP Number	Description	Priority	Funding source	TOTAL Investment	Current FY2023-24 and Earlier	FY2024-25	FY2025-26	FY2026-27	FY2027-28	FY2028-29	FUTURE plans
PW/SW - Solid Waste	SW Total:				\$ 13,825	\$ 400	\$ 1,175	\$ 3,400	\$ 3,400	\$ 130		\$ 5,320
	PW-SW	22 1	Benton Crossing Landfill Closure		ENT	\$ 10,750		\$ 50	\$ 3,400	\$ 3,400	\$ 130	\$ 3,770
	PW-SW	22 2	Compactor			\$ 750		\$ 750				
	PW-SW	22 4	Hazardous Material Canopy		ENT	\$ 150	\$ 150					
	PW-SW	22 6	Scale House		ENT	\$ 250	\$ 250					
	PW-SW	22 7	Stormwater Diversion		ENT	\$ 375		\$ 375				
	PW-SW	22 8	Trommel (state order to make compost)			\$ 250						\$ 250



Draft
Mono County
CIP
PROJECTS
APPENDIX B



Draft
Mono County
CIP
County Departments (non
PUBLIC WORKS)
APPENDIX B1



Project No	Department	Map / Picture
Project Name		
Description		

(Dollars in thousands)									
s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Draft
Mono County
CIP
PUBLIC WORKS FACILITIES
APPENDIX B2



Project No	Department / Division
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Project Name

Description



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Mono County - Capital Improvement Plan

Project No	Department - Division
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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Mono County - Capital Improvement Plan

Project No

Department / Division

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

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Mono County - Capital Improvement Plan

CIP Number

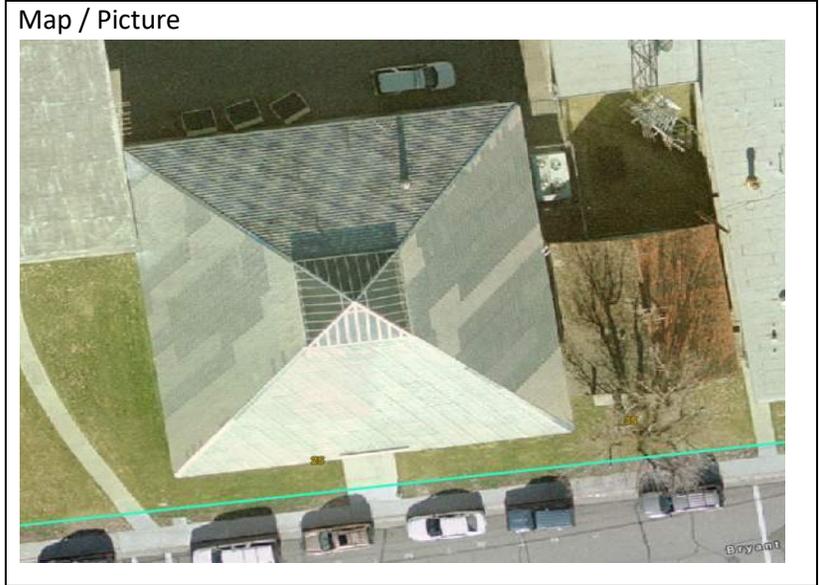
Project No

Department / Division

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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Mono County - Capital Improvement Plan

CIP Number

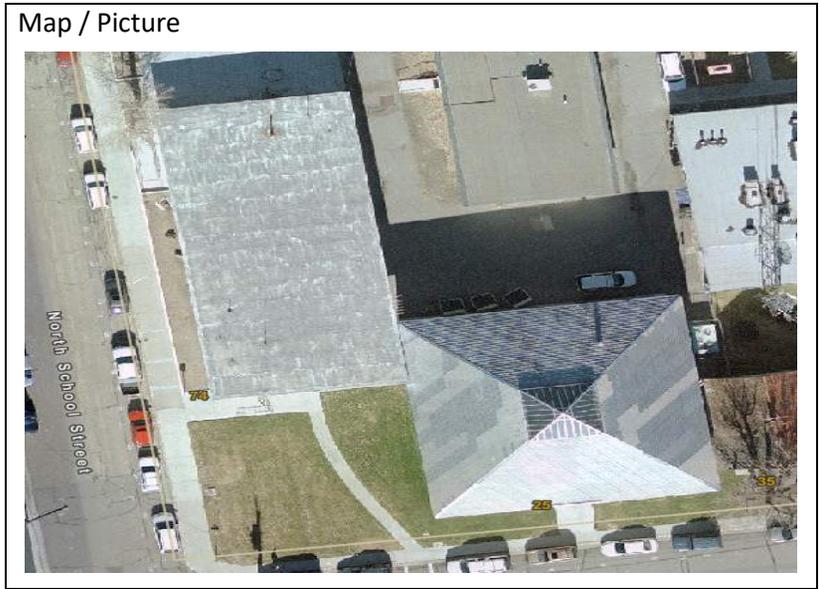
Project No

Department / Division

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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Mono County - Capital Improvement Plan

CIP Number

Project No

Department / Division

Project Name

Justification

Description

Map / Picture



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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Mono County - Capital Improvement Plan

CIP Number

Project No

Department / Division

Project Name

Justification

Description

Map / Picture



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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Mono County - Capital Improvement Plan

CIP Number

Project No

Department / Division

Project Name

Justification

Description

Map / Picture



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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Mono County - Capital Improvement Plan

CIP Number

Project No	Department / Division
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Project Name

Justification

Description



(Dollars in thousands)

	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28
s									
c									
h									
e									
d									
u									
l									
e									

Notes

(see Notes for checked items)	
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Project No	Department / Division
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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Project No	Department / Division
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

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CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
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Draft
Mono County
CIP
PUBLIC WORKS FACILITIES
APPENDIX B3

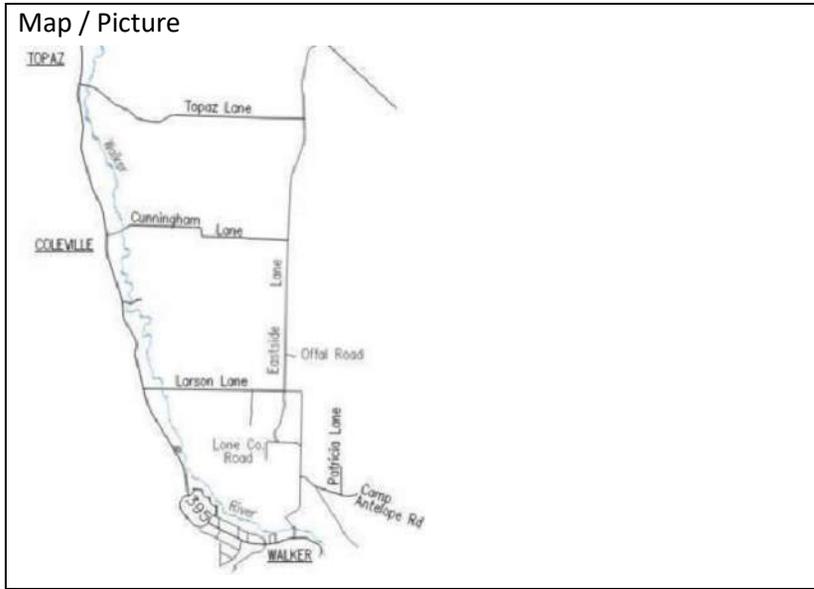


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	After FY 2026/27	

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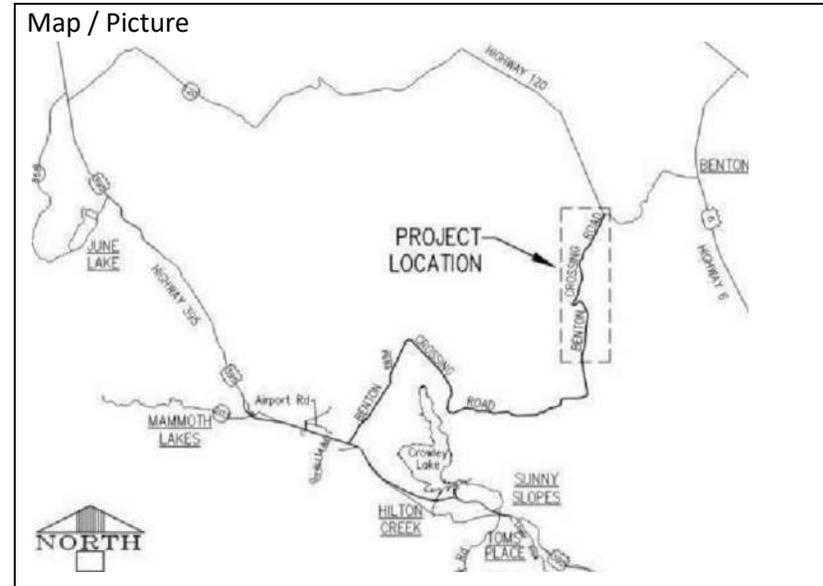


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	After FY 2026/27

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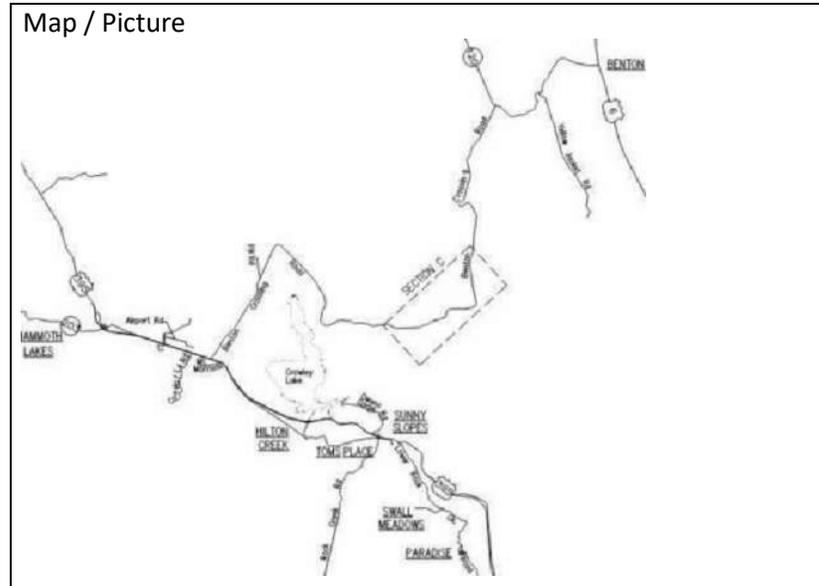


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27	

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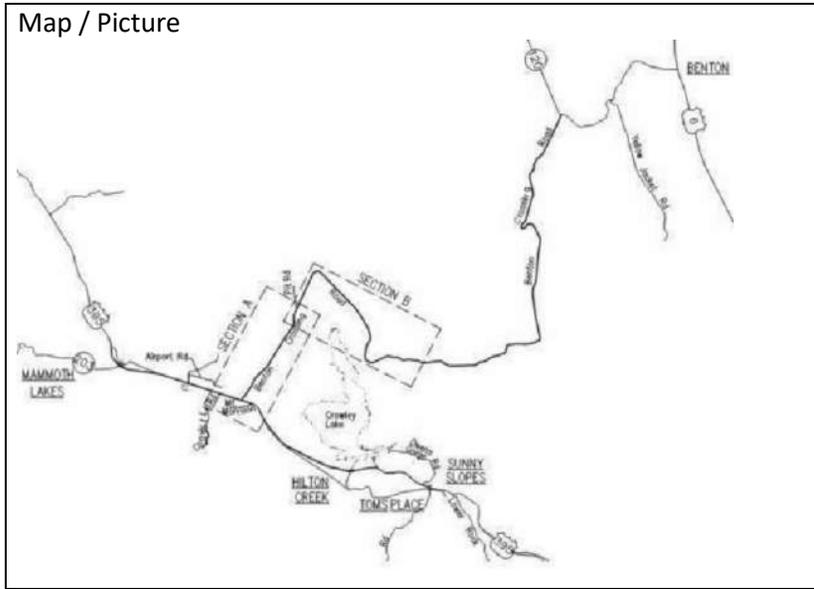


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	After FY 2026/27	

Notes

(see Notes for checked items)	
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Are there project risks	Will project add continued costs
Contracts required	Are permits required



Project No	Department / Division
------------	-----------------------

Project Name

Description

Map / Picture



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

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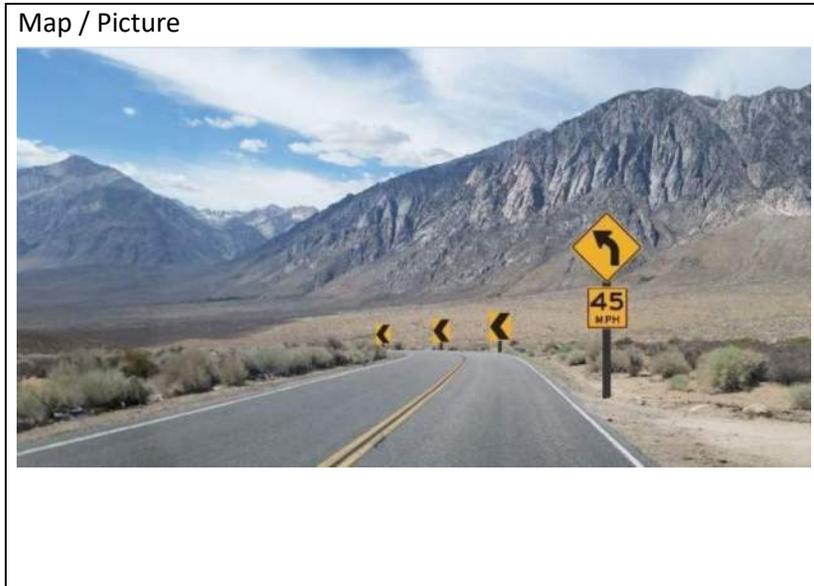


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Project No	Department
------------	------------

Project Name

Justification

Description



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required

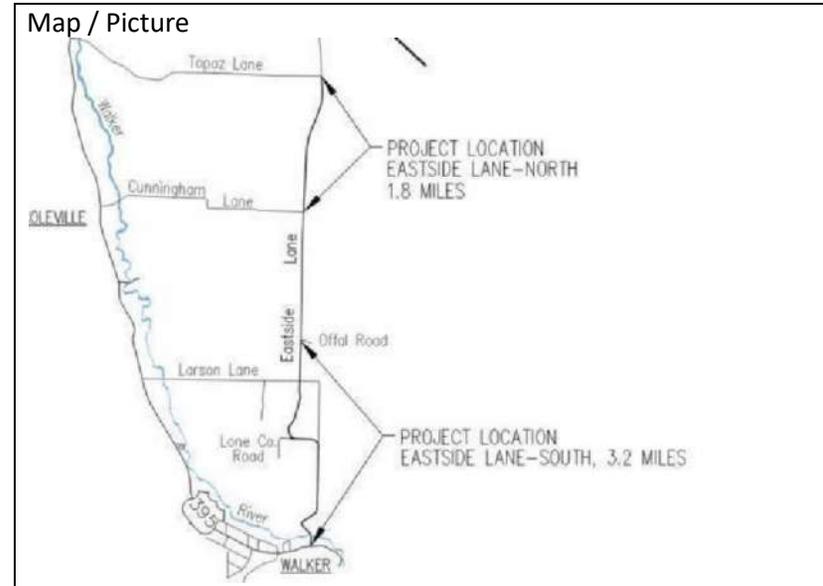


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

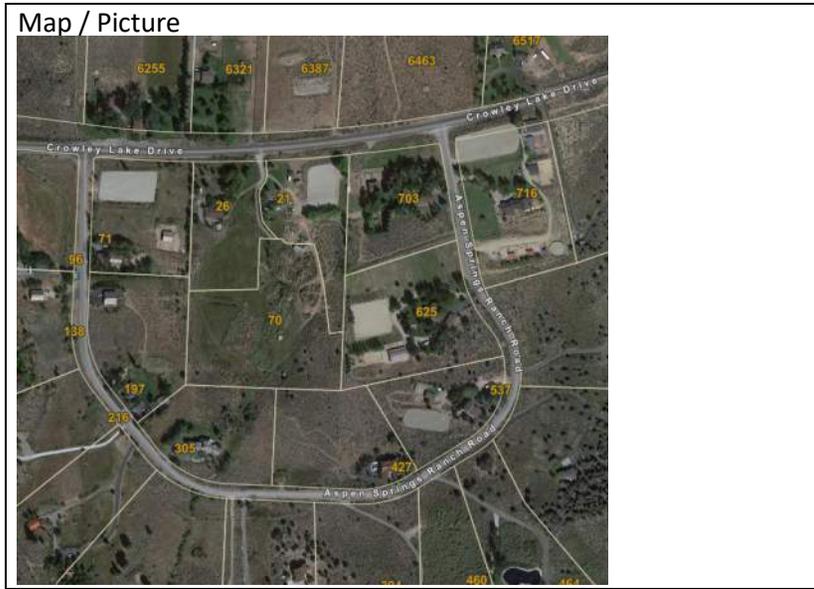
Schedule	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27	

Notes

(see Notes for checked items)	
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<input type="checkbox"/> CSA/JPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Project No	Department
Project Name	
Justification	
Description	



(Dollars in thousands)

	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27
s									
c									
h									
e									
d									
u									
l									
e									

Notes

(see Notes for checked items)

	Board Direction required	Is Project funded
	CSA/RPAC/Planning support	CEQA/Environmental triggered
	Are there project risks	Will project add continued costs
	Contracts required	Are permits required

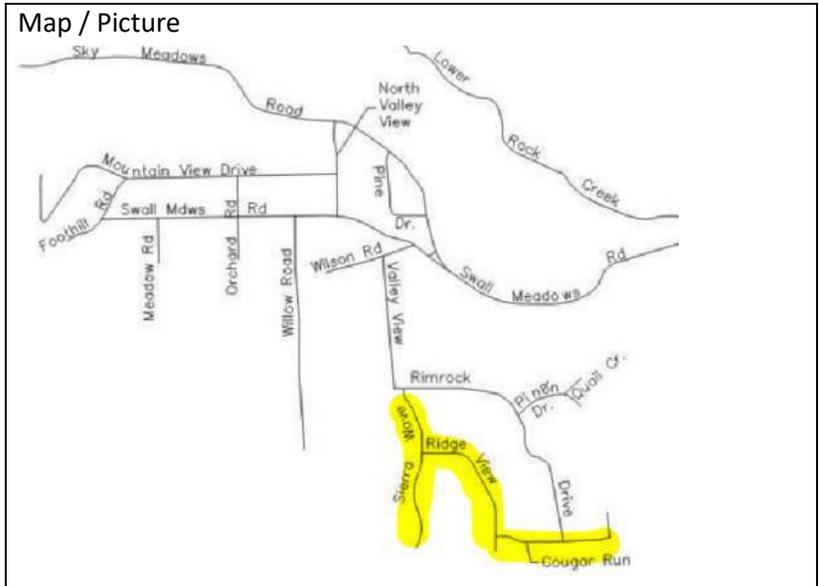


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27	

Notes

(see Notes for checked items)	
<input type="checkbox"/> Board Direction required	<input type="checkbox"/> Is Project funded
<input type="checkbox"/> CSA/RPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Project No	Department
Project Name	
Justification	
Description	

Map / Picture



(Dollars in thousands)

	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27
s									
c									
h									
e									
d									
u									
l									
e									

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Project No	Department
Project Name	
Justification	
Description	



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	After FY 2026/27

Notes

(see Notes for checked items)

	Board Direction required	Is Project funded
	CSA/RPAC/Planning support	CEQA/Environmental triggered
	Are there project risks	Will project add continued costs
	Contracts required	Are permits required

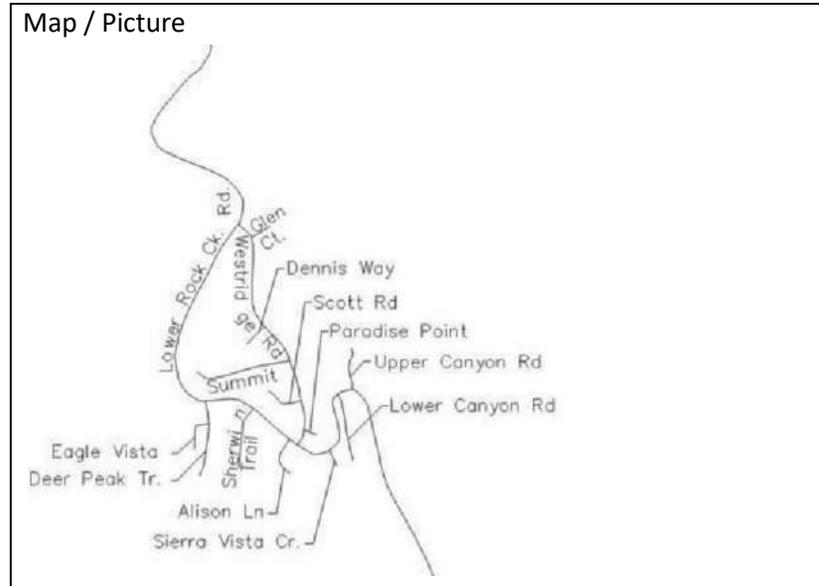


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

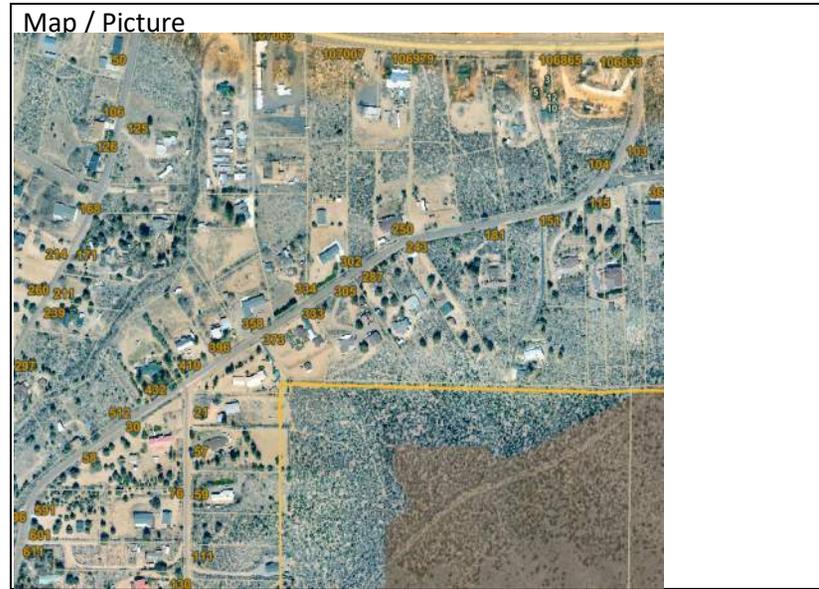
Schedule	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27	

Notes

(see Notes for checked items)	
<input type="checkbox"/> Board Direction required	<input type="checkbox"/> Is Project funded
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<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Project No	Department
Project Name	
Justification	
Description	



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY 2023/24	FY 2024/25	FY 2025/26	FY 2026/27	After FY 2026/27

Notes

(see Notes for checked items)

	Board Direction required	Is Project funded
	CSA/RPAC/Planning support	CEQA/Environmental triggered
	Are there project risks	Will project add continued costs
	Contracts required	Are permits required

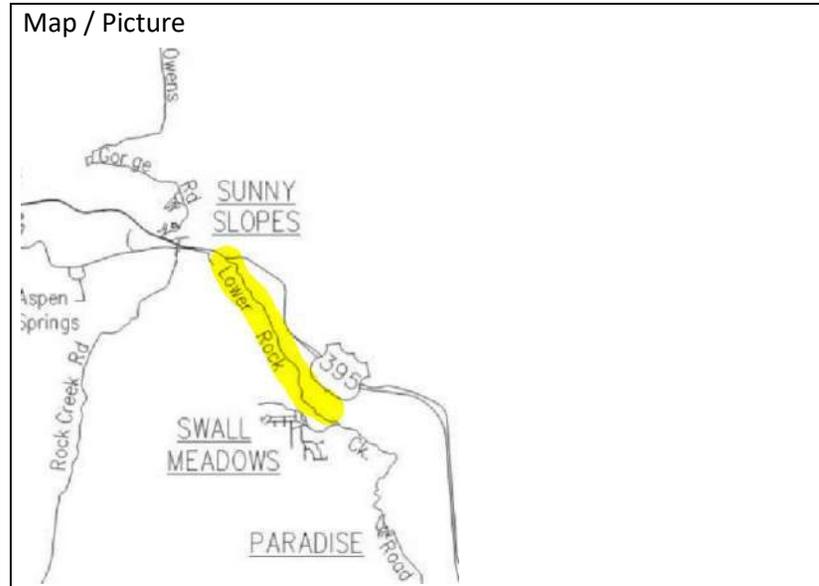


Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

s c h e d u l e	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27	

Notes

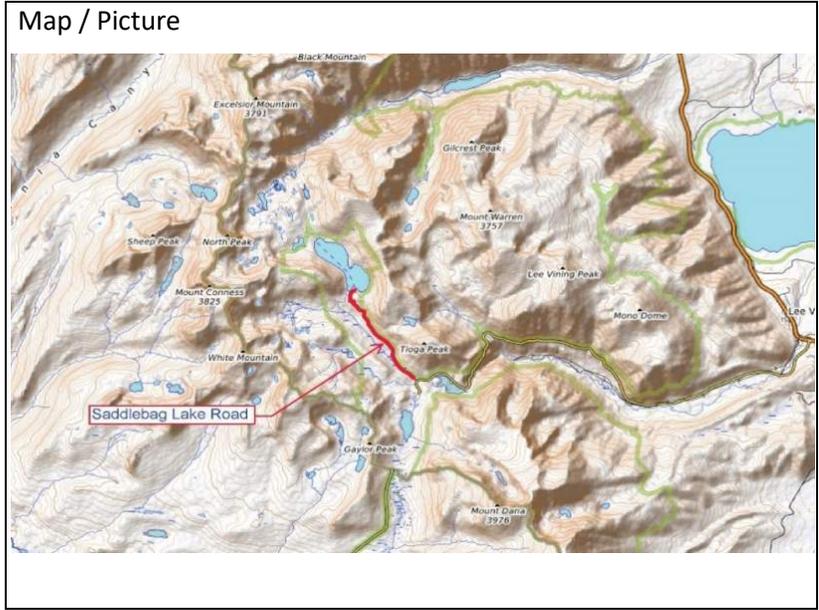
(see Notes for checked items)	
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<input type="checkbox"/> CSA/RPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Project No	Department / Division
------------	-----------------------

Project Name

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)	
<input type="checkbox"/> Board Direction required	<input type="checkbox"/> Is Project funded
<input type="checkbox"/> CSA/RPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Mono County - Capital Improvement Plan - 2022/2023

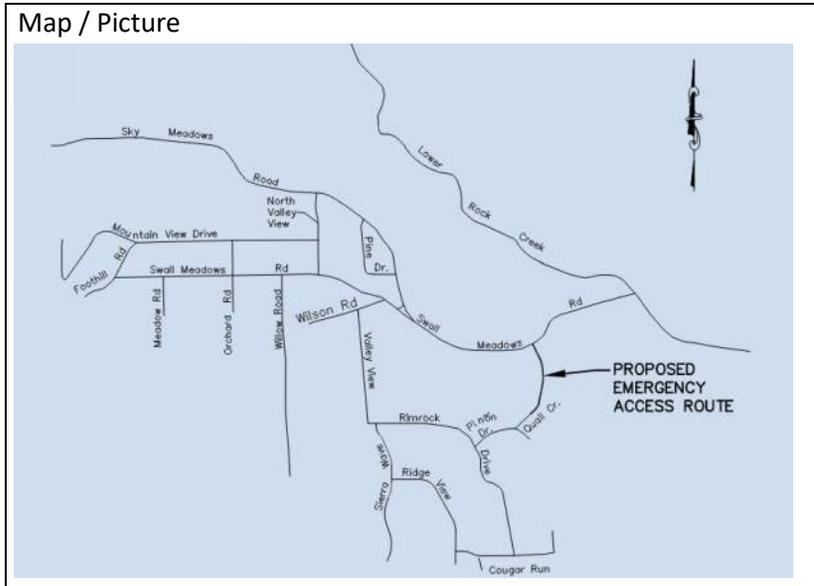
PW-ST-23-31

Project No	Department
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2022/23	FY2023/24	FY2024/25	FY2025/26	FY2026/27	After FY 2026/27	

Notes

(see Notes for checked items)	
<input type="checkbox"/> Board Direction required	<input type="checkbox"/> Is Project funded
<input type="checkbox"/> CSA/RPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

Notes

(see Notes for checked items)	
<input type="checkbox"/> Board Direction required	<input type="checkbox"/> Is Project funded
<input type="checkbox"/> CSA/RPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Draft
Mono County
CIP
APPENDIX C



Mono County - Capital Improvement Plan

Project No	Department / Division
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Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)

Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



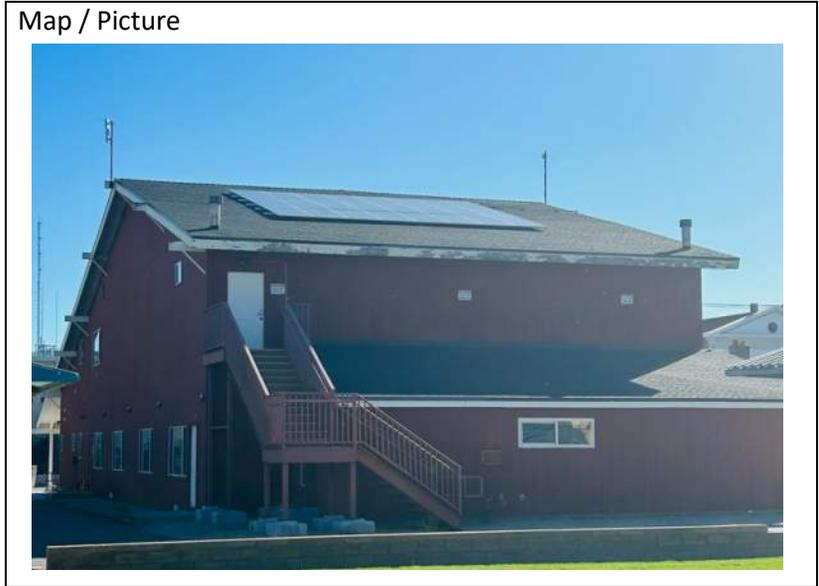
Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)

Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description

Map / Picture



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

Notes

(see Notes for checked items)	
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<input type="checkbox"/> CSA/JPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description

Map / Picture



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

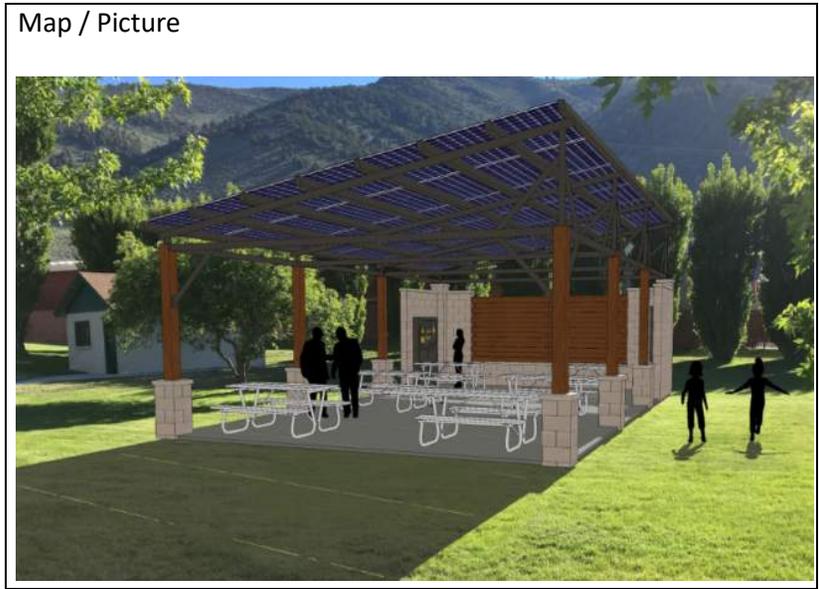
Notes

(see Notes for checked items)	
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<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
Project Name	
Justification	
Description	



(Dollars in thousands)									
Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description



(Dollars in thousands)

Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)	
Board Direction required	Is Project funded
CSA/RPAC/Planning support	CEQA/Environmental triggered
Are there project risks	Will project add continued costs
Contracts required	Are permits required



Mono County - Capital Improvement Plan

Project No	Department / Division
------------	-----------------------

Project Name

Justification

Description



(Dollars in thousands)										
Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28	

Notes

(see Notes for checked items)	
<input type="checkbox"/> Board Direction required	<input type="checkbox"/> Is Project funded
<input type="checkbox"/> CSA/RPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Draft
Mono County
CIP
APPENDIX D



Mono County - Capital Improvement Plan

Project No	Department / Division	Map / Picture
Project Name		
Justification		
Description		

(Dollars in thousands)									
Schedule	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28

Notes

(see Notes for checked items)	
<input type="checkbox"/> Board Direction required	<input type="checkbox"/> Is Project funded
<input type="checkbox"/> CSA/JPAC/Planning support	<input type="checkbox"/> CEQA/Environmental triggered
<input type="checkbox"/> Are there project risks	<input type="checkbox"/> Will project add continued costs
<input type="checkbox"/> Contracts required	<input type="checkbox"/> Are permits required



Mono County - Capital Improvement Plan - 2022/2023

Instructions

Project No
to be filled in by
PW, leave blank

Departn enter your department and
any division information,
and/or main contact here

Map / Picture

Provide a map, maps, or
pictures here. This is not
intended to be a complete
map, and to support inclusion
in the CIP, please limit to this
space.

If no maps or picture
available, please just note
that, with where the project
is located

Project Name Provide a suggested Project
Name here

Justification Provide a brief justification
here

Description Provide a brief description
here, include enough details
to describe project but limit
to this space

(Dollars in thousands)

	Funding Source	Total	Thru FY 2022/23	FY 2023/24	FY2024/25	FY2025/26	FY2026/27	FY2027/28	After FY 2027/28
s c h e d u l e	Provide as much information as you have about funding and estimated work years here, if no funding yet available, please note approximate amounts in "after FY 2026/27, or in Notes. in that case, please also note what funding sources may become available under Notes.								

Notes

If you have any further notes,
this is the right place for
them

(see Notes for checked items)

<input type="checkbox"/> Board Directic	unded
<input type="checkbox"/> CSA/RPAC/Pla	ironmental triggered
<input type="checkbox"/> Are there proj	:t add continued costs
<input type="checkbox"/> Contracts required	Are permits required

**Check appropriate boxes, and
provide notes about them to
the left**



Draft
Mono County
CIP
APPENDIX E

Draft Capital Improvement Plan (CIP) Policy

In accordance with the Budget & Financial Policy there will be an annual CIP workshop with the Mono County Board to consider and prioritize projects for the following year. After the Board workshop the CIP will be taken to the Planning Agency to ensure compliance with the Mono County General Plan and then returned to the Mono County Board of Supervisors for approval. This CIP will prioritize projects and contributions from the General Fund, as well as grants and state/federal allocations for the improvement of county infrastructure and facilities.

This policy provides the framework for development of a 5-year plan and includes the following elements:

1. Project identification/location – What are the project details and location
2. Timing - When over the course of the next five years could the project be implemented
3. Funding - What funding is available and strategies to close funding gap
4. Scope - What should be included
5. Participants - Who is involved and the timing of involvement.
6. Prioritization - Guidelines for scoring projects for integration in budget cycle

A capital improvement plan (CIP) is a multi -year plan that describes the capital and /or significant maintenance projects Mono County is in need of and intends to undertake in the next five years. These projects include: acquisition or construction of facilities, infrastructure, information technology and major capital assets. The Capital Improvement Plan forecasts spending and identifies the associated funding sources essential to paying for these projects, both of which are essential to the Mono County budget. The five key elements of the Capital Improvement Plan are described below:

Project Identification

- Annually there will be a call out from Public Works to County Departments for the submission of any new CIP project worksheets to be included in the annual CIP workshop in November and an update to previously submitted project already including in the CIP.
- A CIP project worksheet needs to be filled out completely and include as much information as possible. The Project description should include a reference to the project scope and clearly identify the major tasks involved in the project.
- Project costs should be as accurate as possible at the time of the estimate and the information available. This portion will be updated annually as target dates become closer.

- Estimates should incorporate the following: Architect, engineering fees, permitting, any other development fees, legal fees, site acquisition, site development, construction, and site improvements such as grading, draining or landscaping.
- The project narrative should include a statement about why the project is necessary and a statement describing the impact to the annual operating budget and any increase or decrease in the recurring costs to operate the project once it is completed and placed in service.

TIMING

- The annual CIP covers at a minimum the next five years.
- The CIP is updated annually with a Board Workshop in November. The annual update is made to reflect the completion of projects, changing priorities and funding availability.
- The CIP should be adopted three months prior to the County' s next annual operating budget cycle.

FUNDING

- Analysis of project cost and funding sources should be conducted for all proposed projects on the CIP. This analysis will be updated annually, and funding gaps identified in both the short and long term.
- Strategies can be identified to close the funding gap and may include altering a project' s scope, adjusting the timing or breaking a larger project into smaller phases.
- Availability of funding for a specific project can impact its priority.

SCOPE

- Only projects meeting a public purpose and strategic plan objective should be proposed.
- In General, the Capital Improvement Plan is limited to projects which the County owns or intends to own and the County has an obligation to maintain, but exceptions are made for collaborative community projects.

PARTICIPANTS

- Projects proposed for inclusion in the CIP should be initiated by departments, Board Members or as directed by the County Board of Supervisors.
- Project requests are submitted and updated annually to Public Works for inclusion in the annual Mono County Board workshop.
- Public Works will compile the CIP into a table for 5-year planning.

- The County Planning Commission shall annually review the capital improvement program for consistency with the general plan before adoption by the Board of Supervisors.
- The County should provide meaningful opportunities for public comments concerning the final CIP schedule prior to adoption by the Board of Supervisors.
- The Board of Supervisors will adopt by affirmative vote the CIP Schedule in advance of the County' s next annual operating budget cycle.

PRIORITIZATION

- Projects will be prioritized on a scale ranging from 1 to 5 with 1 being the highest priority and 5 being the lowest priority by the Board of Supervisors annually.
- The prioritization of the CIP projects will inform the budgeting process and will take place at the annual Board of Supervisors workshop in advance of the normal operating budgeting cycle.
- Prioritization may be based upon the following criteria:
 1. Departmental justification rationale
 2. Overall amount of funding available and the time frame that funding is available for the project
 3. Operational impacts of the proposed project
 4. Projects identified in the County' s General Plan Importance of public safety, health and welfare and the relative risks mitigated by completion of the project
 5. Significant benefit to the public good and economic welfare of the community
 6. Client service or capacity enhancements
 7. Level of risk of obsolescent should the County not proceed with implementation of the project



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Clerk of the Board

TIME REQUIRED 10 minutes

SUBJECT 2024 Calendar of Meetings of the Board of Supervisors

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar-Clerk of the Board of
Supervisors

AGENDA DESCRIPTION:

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

Rule 3 of the Mono County Board Rules of Procedure specifies that an annual calendar of meetings shall be adopted by the Board at its first meeting in January. These Rules are intended to expedite the transaction of business of the Board in an orderly fashion, and are deemed to be procedural only, therefore the Board can adopt the calendar before the first meeting in January. The failure to strictly observe application of the Rules shall not affect the jurisdiction of the Board or invalidate any action taken at a meeting that is otherwise held in conformity with the law. The calendar will include all known regular meetings. Any meeting may be canceled upon the order of the Chair or by a majority of Board members.

RECOMMENDED ACTION:

Approve proposed calendar of meetings for 2024; cancel any agreed upon meeting(s) for 2024.

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> 2024 Draft Meeting Calendar</p>
--

History

Time	Who	Approval
10/24/2023 5:03 PM	County Counsel	Yes

11/1/2023 4:22 PM

Finance

Yes

11/1/2023 10:52 PM

County Administrative Office

Yes

Mono County Board of Supervisors 2024 Meeting Calendar

First three Tuesdays of the month at 9:00 AM unless otherwise noted

January 2024
1/2/2024
1/9/2024
1/16/2024

July 2024
7/2/2024
7/9/2024
7/16/2024

February 2024
2/6/2024
2/13/2024
2/20/2024

August 2024
8/6/2024
8/8/2024 – Budget Hearing
8/13/2024
8/20/2024

March 2024
3/5/2024
3/12/2024
3/19/2024

September 2024
9/3/2024
9/10/2024
9/17/2024

April 2024
4/2/2024
4/9/2024
4/16/2024

October 2024
10/1/2024
10/8/2024
10/15/2024

May 2024
5/7/2024
5/14/2024
5/16/2024 Budget Workshop
5/21/2024

November 2024
11/5/2024
11/12/2024
11/19/2024

June 2024
6/4/2024
6/11/2024
6/18/2024

December 2024
12/3/2024
12/10/2024
12/17/2024

2/10 -13 NACo Leg. Meeting
 4/17-19 CSAC Leg. Meeting
 5/8-10 NACo WIR Conference
 7/4 Holiday
 7/12-15 NACo Annual Conf.
 9/18-20 RCRC Annual Meeting
 11/18-22 CSAC Annual Meeting

Revised 10/24/23



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Clerk of the Board

TIME REQUIRED 5 minutes

SUBJECT Appointment of 2024 Rural County
Representatives of California
(RCRC) Delegate and Alternates

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk-Recorder-
Registrar-Clerk of the Board of
Supervisors

AGENDA DESCRIPTION:

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

The Mono County Board of Supervisors must appoint a Delegate and Alternate(s) to serve on the Rural County Representatives of California (RCRC) Board of Directors, Golden State Finance Authority (GSFA) Board of Directors, Golden State Connect Authority (GSCA) Board of Directors, and Environmental Services Joint Powers Authority (ESJPA) Board of Directors for 2024. Supervisor Duggan is currently the 2023 RCRC, GSFA, GSCA, and ESJPA Delegate. Supervisor Peters is currently the 2023 RCRC, GSFA, GSCA, and ESJPA First Alternate. Previously, the Solid Waste Superintendent was the 2023 RCRC, ESJPA Second Alternate.

RECOMMENDED ACTION:

1) Appoint a Supervisor as the 2024 RCRC, GSFA, GSCA, and ESJPA Delegate; and 2) Appoint a Supervisor as the 2024 RCRC, GSFA, GSCA, and ESJPA First Alternate; and 3) Appoint the 2024 RCRC ESJPA Second Alternate.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
RCRC Memo
GSFA Memo
GSCA Memo
ESJPA Memo

History

Time	Who	Approval
10/30/2023 4:05 PM	County Counsel	Yes
11/1/2023 3:41 PM	Finance	Yes
11/1/2023 10:53 PM	County Administrative Office	Yes



To: Members of the RCRC Board of Directors
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Patrick Blacklock, President & CEO

Date: October 16, 2023

Re: Designation of the 2024 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2024 and Installation of Officers will be held on January 17th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

RCRC requires that both the Delegate and Alternate designations be Supervisors. Furthermore, all Delegates and Alternates will be required to comply with the RCRC Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact Maggie Chui, Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form



**Designation of 2024 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors**

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ Supervisor _____

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the RCRC's Conflict of Interest Code upon adoption by the Board, and file a Form 700.



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

To: Members of the GSFA Board of Directors
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 16, 2023

Re: Designation of the 2024 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2024 will be held on January 17th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSCA Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSFA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSFA Designation Form



**Designation of 2024 Delegate and Alternate Supervisors for
Golden State Finance Authority (GSFA) Board of Directors**

County: _____

Delegate:

➤ **Supervisor** _____

Alternate:

➤ **Supervisor** _____

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSFA's Conflict of Interest Code and file a Form 700.



To: Members of the GSCA Board of Directors
GSCA Member County CAO's
GSCA Member County Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 16, 2023

Re: Designation of the 2024 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2024 will be held on January 17th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSCA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors and GSFA Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the **same** Delegates and Alternates for these entities.

Furthermore, all Delegates and Alternates will be required to comply with the GSCA Conflict of Interest Code upon adoption by the Board, and file a Form 700.

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- GSCA Designation Form



**Designation of 2024 Delegate and Alternate Supervisors for the
Golden State Connect Authority (GSCA) Board of Directors**

County: _____

Delegate:

➤ **Supervisor** _____

Alternate:

➤ **Supervisor** _____

AUTHORIZATION

Name, Title: _____

Date: _____

Please note that all Delegates and Alternates will be required to comply with the GSCA's Conflict of Interest Code upon adoption by the Board, and file a Form 700.



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

To: Members of the ESJPA Board of Directors
ESJPA CAO's
ESJPA Clerks of the Board

From: Patrick Blacklock, Executive Director

Date: October 16, 2023

Re: Designation of the 2024 ESJPA Delegates and Alternates -
ACTION REQUIRED

Annually, the Rural Counties' Environmental Services Joint Powers Authority (ESJPA) requires confirmation of each member county's Delegate and Alternate to the ESJPA Board of Directors. The first ESJPA Board Meeting of 2024 will be held on March 14th.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to ESJPA as soon as possible. The confirmation can be sent via e-mail to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

The ESJPA bylaws require that a Supervisor be the Delegate. **Alternates are generally a staff member in charge of solid waste/recycling programs for the county.** While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate from each county will have voting rights.

Furthermore, all Delegates and Alternates will be required to comply with the ESJPA Conflict of Interest Code and file a Form 700.

Please do not hesitate to contact Maggie Chui, RCRC Director of Board Operations, at mchui@rcrcnet.org, or Staci Heaton, Deputy Executive Director, at sheaton@rcrcnet.org if you have any questions or require additional information. Thank you for your assistance in this matter.

Attachment

- ESJPA Designation Form



Rural Counties
Environmental Services
Joint Powers Authority

ESJPA

Designation of 2024 Delegate and Alternates for the
Rural Counties' Environmental Services Joint Powers Authority (ESJPA)
Board of Directors

County: _____

Delegate:

➤ Supervisor _____

Alternate:

➤ 1st Alternate: _____

E-Mail: _____

➤ 2nd Alternate: _____

E-Mail: _____

AUTHORIZATION

Name, Title: _____

Date: _____

An Alternate is generally a staff member who is in charge of solid waste /recycling programs for the member county. While there is no limit on the number of county staff who may attend the ESJPA meetings, only the officially designated Delegate or Alternate will have voting rights. Please note that all Delegates and Alternates will be required to comply with the ESJPA's Conflict of Interest Code and file a Form 700.

RCRC AND AFFILIATED ENTITIES

2024 Meeting Calendar

All dates and locations are subject to change

January

January 17	RCRC, GSFA & GSCA Board Meetings	Sacramento
January 17	RCRC Installation Reception	Sacramento
January 18	CSAC Executive Committee	Sacramento
January 31 - February 2	CSAC Executive Committee Leadership Forum	San Diego County

February

February 10-13	NACo Legislative Conference	Washington, DC
February 21	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento

March

March 7	CSAC Board Meeting	Sacramento
March 13	RCRC, GSFA & GSCA Board Meetings	Sacramento
March 14	ESJPA Board Meeting	Sacramento
March 28	CSAC Executive Committee	Los Angeles County

April

April 17-19	CSAC Legislative Conference	Sacramento
April 18	CSAC Board Meeting	Sacramento
April 24	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento

May

May 8-10	NACo WIR Conference	Mariposa County
May 22-24	RCRC, GSFA & GSCA Board Meetings	Monterey County

June

June 19	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
June 20	ESJPA Board Meeting	Sacramento
TBD	CSAC Regional Meeting	TBD

July

July 12-15	NACo Annual Conference	Tampa, Florida
July 24	RCRC, GSFA & GSCA Board Meetings	Sacramento

August

August 8	CSAC Executive Committee	Sacramento
August 15	ESJPA Board Meeting	Sacramento
August 29	CSAC Board Meeting	Sacramento

September

September 18-20	RCRC Annual Meeting	Sonoma County
September 20	RCRC, GSFA & GSCA Board Meetings	Sonoma County
TBD	CSAC Regional Meeting	TBD

October

October 9-11	CSAC Executive Committee Retreat	TBD
October 17	ESJPA Board Meeting	Sacramento

November

November 6	RCRC, GSFA & GSCA Executive Committee Meetings (et al.)	Sacramento
November 18-22	CSAC Annual Meeting	Los Angeles County

November 21

CSAC Board Meeting

Los Angeles County

December

December 4-6

CSAC Officers Retreat

TBD

December 11

RCRC, GSFA & GSCA Board Meetings

Sacramento

December 12

ESJPA Board Meeting

Sacramento



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Board of Supervisors

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Clerk – Recorder –
Registrar – Clerk of the Board of
Supervisors

SUBJECT 2023/2024 California State
Association of Counties (CSAC)
Nominations

AGENDA DESCRIPTION:

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

Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2023/2024. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year. Supervisor Peters is currently the member and Supervisor Kreitz is currently the alternate.

RECOMMENDED ACTION:

Nominate a member of the Board of Supervisors to serve on the CSAC Board of Directors for the 2023/2024 Association year beginning on November 13, 2023; also, nominate an alternate member.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Selection Memo
<input type="checkbox"/> Nomination Form
<input type="checkbox"/> Roster 2023-2024

History

Time

Who

Approval

10/31/2023 10:13 AM

County Counsel

Yes

11/1/2023 3:01 PM

Finance

Yes

11/1/2023 3:10 PM

County Administrative Office

Yes



OFFICERS

President

Chuck Washington
Riverside County

1st Vice President

Bruce Gibson
San Luis Obispo County

2nd Vice President

Jeff Griffiths
Inyo County

Past President

Ed Valenzuela
Siskiyou County



CEO

Graham Knaus

September 29, 2023

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, CEO

SUBJECT: Nomination and Selection of CSAC Board of Directors Members

In accordance with the CSAC Constitution, we would like to provide you with information about the nomination process for CSAC Board of Directors members and alternates.

CSAC Board members and alternates are nominated by their respective Boards of Supervisors and appointed by the CSAC Executive Committee. The nomination is for a one-year term commencing with the CSAC Annual Meeting. Any member of your Board of Supervisors is eligible for the directorship.

The 2023 Annual Meeting will commence on Monday, November 13th. At this meeting, the new Board will meet first by caucus (urban, suburban, and rural) to nominate CSAC Officers and Executive Committee members, and again as a full Board to elect the 2023-2024 Executive Committee and to conduct other Association business.

Please note that if your county is nominating a new member to serve on the CSAC Board of Directors and you want that representative to vote on behalf of your county during the CSAC Annual Meeting, you must appoint this representative prior to the start of the Annual Meeting on Monday, November 13th.

Attached is the current Board roster, along with a nomination form. If you do not submit a 2023-2024 nomination, your current Board representative and alternate will continue to serve.

Please note that counties can change Board members and/or alternates at any point throughout the year, subject to final appointment by the CSAC Executive Committee.

If you have any questions or need further information, please contact Korina Jones at kjones@counties.org or Chase Palm at cpalm@counties.org.

cc: 2022-2023 Board of Directors
Clerks, Board of Supervisors



® California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2023 – 2024

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2023 – 2024 Association year beginning Monday, November 13, 2023.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference:

Yes:

No:

PLEASE RETURN TO:

Chase Palm via email at: cpalm@counties.org

CALIFORNIA STATE ASSOCIATION OF COUNTIES

Board of Directors

2022-2023

SECTION
U=Urban
S=Suburban
R=Rural

President:
First Vice President:
Second Vice President:
Immediate Past President:

Chuck Washington, Riverside
Bruce Gibson, San Luis Obispo
Jeff Griffiths, Inyo
Ed Valenzuela, Siskiyou

Members of the CSAC Executive Committee are highlighted for your reference

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Tod Kimmelshue
R	Calaveras County	Benjamin Stopper
R	Colusa County	Kent Boes
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	John Hidahl
U	Fresno County	Buddy Mendes
R	Glenn County	Grant Carmon
R	Humboldt County	Michelle Bushnell
S	Imperial County	Jesus Eduardo Escobar
R	Inyo County	Trina Orrill
S	Kern County	Zack Scrivner
R	Kings County	Doug Verboon
R	Lake County	Bruno Sabatier
R	Lassen County	Chris Gallagher
U	Los Angeles County	Kathryn Barger
R	Madera County	Leticia Gonzalez
S	Marin County	Mary Sackett
R	Mariposa County	Miles Menetrey
R	Mendocino County	John Haschak
S	Merced County	Scott Silveira
R	Modoc County	Ned Coe
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Ryan Gregory
R	Nevada County	Heidi Hall

U	Orange County	Doug Chaffee
S	Placer County	Bonnie Gore
R	Plumas County	Tom McGowan
U	Riverside County	V. Manuel Perez
U	Sacramento County	Rich Desmond
R	San Benito County	Bea Gonzalez
U	San Bernardino County	Jesse Armendarez
U	San Diego County	Nora Vargas
U	San Francisco City & County	Rafael Mandelman
U	San Joaquin County	Robert Rickman
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	David Canepa
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Tim Garman
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	James Gore
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Candy Carlson
R	Trinity County	Ric Leutwyler
S	Tulare County	Amy Shuklian
R	Tuolumne County	Ryan Campbell
U	Ventura County	Kelly Long
S	Yolo County	Lucas Frerichs
R	Yuba County	Don Blaser

ADVISORS

Rita Neal, County Counsel, San Luis Obispo County

Wendy Tyler, Colusa County CAO, California Association of County Executives, President



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Health and Human Services

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kathryn Peterson, Health and Human
Services Director

SUBJECT Terms and Conditions of Employment
for Thomas Boo, MD as Public Health
Officer

AGENDA DESCRIPTION:

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

The County has selected Thomas Boo, MD to serve as the permanent Public Health Officer for Mono County. Board approval is sought to confirm proposed terms and conditions of employment with a starting date of November 7, 2023.

RECOMMENDED ACTION:

Announce fiscal impact and adopt proposed Resolution, Approving Agreement Regarding Terms and Conditions of Employment for Thomas Boo, MD as Public Health Officer. Authorize the Board Chair to execute said Agreement on behalf of the County.

FISCAL IMPACT:

The cost of this position for the remainder of Fiscal Year (FY) 2023-24 is \$123,005, of which \$86,046 is salary and \$36,959 is benefits. If this item is approved, the annual cost will be \$188,126, of which \$131,600 is salary and \$56,526 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

CONTACT NAME: Kathryn Peterson

PHONE/EMAIL: 760-937-6518 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson and Stephanie Butters

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Agreement Regarding Terms and Conditions of Dr. Boo's Employment
<input type="checkbox"/> Resolution

History

Time	Who	Approval
10/26/2023 12:51 PM	County Counsel	Yes
11/1/2023 3:49 PM	Finance	Yes
11/2/2023 7:26 PM	County Administrative Office	Yes



MONO COUNTY HEALTH AND HUMAN SERVICES

Public Health Division

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

DATE: November 7, 2023
TO: Mono County Board of Supervisors
FROM: Kathryn Peterson, Health and Human Services Director
SUBJECT: Approval of Agreement Regarding Terms and Conditions of Employment for Thomas Boo, M.D. as Public Health Officer for Mono County, an at-will position, at Range 27, Step E

Mono County conducted an open recruitment for a Public Health Officer to fill a vacancy created by the departure of the previous Health Officer in July 2023. Thomas Boo, MD, was selected as the top candidate and has agreed to accept the position pending Board of Supervisor approval of terms and conditions of employment.

Dr. Boo currently serves as the Acting Public Health Officer for Mono County, a position he has held since July 2023. He also served as the Mono County Public Health Officer from February 2018 through April 2021. Dr. Boo is highly qualified for this position.

The Public Health Officer position in Mono County is part-time, with an average of 20 hours worked per week. In addition, this position serves in an on-call capacity with redundant communication 24 hours per day, 7 days a week, to respond to emergencies and other emerging issues related to the health of the public. In his absence, the Health Officer ensures the services of a Public Health Officer from another county are in place to provide coverage.

With Board approval, employment for Dr. Boo as the County's Public Health Officer will begin November 7, 2023, and will remain in effect unless or until terminated by either party in accordance with the terms and conditions set forth in the attached Employment Agreement.

For questions, please do not hesitate to contact me at 760-924-1763 or kpeterson@mono.ca.gov.

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF THOMAS BOO, M.D.
AS PUBLIC HEALTH OFFICER FOR MONO COUNTY**

This Agreement is entered into by and between Thomas Boo, M.D. and the County of Mono (hereinafter “County”).

I. RECITALS

Thomas Boo, M.D. (hereinafter “Dr. Boo”) is currently employed by Mono County as its Acting Public Health Officer. The County wishes to now employ Dr. Boo in a permanent role as the Public Health Officer in accordance with the terms and conditions set forth in this Agreement. Dr. Boo wishes to accept continued employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence November 7, 2023, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Dr. Boo shall be employed on a part-time basis by Mono County as its Public Health Officer, serving at the will and pleasure of the Health and Human Services Director (the “Director”). Dr. Boo accepts such employment. The Director shall be deemed the “appointing authority” for all purposes with respect to Dr. Boo’s employment. The Director and Dr. Boo will work together to establish specific, measurable, achievable and realistic performance goals for Dr. Boo’s work. Dr. Boo’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director in accordance with the “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**”). Dr. Boo shall perform all of the services and work set forth in Attachment A, which is attached hereto and incorporated herein by this reference, in addition to such other such services as may be assigned by the Director or required by law. (Note: The number of hours of service per week may vary at the discretion of the Director.)
3. Dr. Boo’s salary shall initially be Range 27, Step E as set forth in the “Resolution Adopting a Revised Salary Matrix Applicable to At-Will Employees and Elected Department Heads” (most recently enacted by **Resolution R23-016** adopted on February 21, 2023, and amended on November 7, 2023, 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. It is understood that Dr. Boo’s hours worked may vary from week to week but shall, generally not exceed 20 hours per week/50% FTE. Prior to exceeding forty (40) hours in

any two-week pay period, Dr. Boo shall notify the Director in writing of the anticipated overage and obtain his or her written consent. Salary shall be paid on an hourly basis and shall be based on actual hours worked during any pay period.

4. Dr. Boo understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County's contract with PERS and/or County policy, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).
5. Dr. Boo shall earn and accrue pro-rated vacation and sick leave based on his 50% schedule 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. Dr. Boo's employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act. Notwithstanding anything to the contrary in the Management Benefits Policy, Dr. Boo shall not be entitled to merit leave. In the event that Dr. Boo's hours of work are significantly above or below the estimated 50% FTE over a period of six (6) or more months, this Agreement may, upon request of either party, be revised to provide for a different pro-rata share of benefits under this paragraph and paragraph 7 below, consistent with actual hours worked.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Dr. Boo's full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Dr. Boo 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 Dr. Boo's employment, CalPERS medical insurance, County dental and vision coverage, and life insurance. However, because Dr. Boo's role is part-time, the County's contributions to such benefits shall be pro-rated based on Dr. Boo's approximately 50% FTE employment, except for those benefits that the County does not generally pro-rate for its other part-time employees.
8. Dr. Boo understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy is expressly contingent on his actual and regular rendering of part-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Dr. Boo cease rendering such services during this Agreement and be absent from

work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law.

9. Consistent with the “at will” nature of Dr. Boo’s employment, the Director may terminate Dr. Boo’s employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Dr. Boo understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director may, in his or her discretion, take during Dr. Boo’s employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Dr. Boo’s employment under this Agreement, Dr. Boo 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 calculated based on the average number of hours worked over the prior 12-month period. Dr. Boo shall not be entitled to any severance pay in the event that the Director has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Dr. Boo shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Dr. Boo may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Dr. Boo 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 Dr. Boo, and shall supersede and replace any and all prior agreements or understandings regarding Dr. Boo’s employment.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Dr. Boo’s

employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Dr. Boo's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Dr. Boo shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Dr. Boo is convicted of a crime involving abuse of office or position.

14. Dr. Boo acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Dr. Boo further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 7th day of November, 2023.

EMPLOYEE

THE COUNTY OF MONO

Thomas Boo, M.D.

Rhonda Duggan, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

ATTACHMENT A
JOB DESCRIPTION/DUTIES

- I. Perform all County Public Health Officer duties and functions prescribed in applicable State and County laws and regulations, including but not limited to serving on the Mono County Children and Families First Commission, and complying with any applicable order of the State Department of Health Care Services (DHCS).
- II. In cooperation and coordination with the Director, formulate goals, objectives, and priorities for the Public Health Officer position.
- III. As requested, provide updates to the Board of Supervisors on community health needs, emerging health issues, and recommendations for emergency responses.
- IV. Provide 24/7 availability via redundant communication systems to the Director and other designated County Officials, as required by the California Department of Public Health to continue receiving Future of Public Health Funding No other outside duties shall preclude the Public Health Officer from responding or conflict with their ability to respond.
- V. In his absence, the Public Health Officer will procure the services of a Public Health Officer from another County.
- VI. In consultation with the Director, provide professional and medical direction to the County's Public and Environmental Health Departments, and enforce and support local health orders, ordinances, regulations, and State/Federal health orders.
- VII. Provide advice and opinions on medical and public health policy issues to the Health and Human Services/Public Health Department, Environmental Health Program, vector control agencies, hospital, healthcare providers, schools, elected and appointed officials, jails, and other agencies or individuals with public health needs or concerns.
- VIII. Serve as a professional medical consultant to the County for the services provided by Animal Control, Behavioral Health, Paramedic Services, Probation Department, and the Sheriff's Jail Division.
- IX. Represent the County's interests at appropriate State and professional meetings such as the California Conference of Local Health Officers, and regional, State, and National Public Health planning bodies.
- X. Serves as the Medical and Health Operational Area Coordinator (MHOAC) and subject matter expert in public health emergency preparedness and multi-agency coordination representing Mono County at the State, Federal, and local levels.
- XI. Perform such other duties as may be assigned by the Director.



RESOLUTION NO. R23-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF THOMAS BOO, M.D.**

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 Thomas Boo, M.D., 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 Thomas Boo, M.D. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 7th day of November, 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Rhonda Duggan, 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 November 7, 2023

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

TIME REQUIRED

SUBJECT Closed Session - Real Property
Negotiation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 264 Highway 182, Bridgeport, CA. County Negotiator: Mary Booher and Sandra Moberly. Negotiating Parties: Garth Moore and County of Mono. Under Negotiation: Price, terms, and conditions.

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
10/24/2023 4:31 PM	County Counsel	Yes
11/1/2023 4:07 PM	Finance	Yes
11/1/2023 10:57 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

TIME REQUIRED

SUBJECT Closed Session - Real Property
 Negotiation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 34 Kirkwood Street, Bridgeport, CA. County Negotiator: Mary Booher and Sandra Moberly. Negotiating Parties: Brianna Brown and County of Mono. Under Negotiation: Price, terms, and conditions.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
10/24/2023 4:32 PM	County Counsel	Yes
11/1/2023 4:07 PM	Finance	Yes
11/1/2023 10:57 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

TIME REQUIRED

SUBJECT Closed Session – Real Property
Negotiation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property APN: 37-050-06. Negotiating Parties: County of Mono and Mammoth Dog Teams. County Negotiators: Sandra Moberly, Paul Roten and Stacey Simon.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
10/27/2023 10:35 AM	County Counsel	Yes
11/1/2023 4:07 PM	Finance	Yes
11/1/2023 10:57 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Closed Session – Existing Litigation - CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono v. KR Property et al. Case number: CV200081

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
11/2/2023 4:37 PM	County Counsel	Yes
11/2/2023 8:13 AM	Finance	Yes
11/2/2023 6:56 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: County Administrative Office

TIME REQUIRED 30 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Mary Booher, Retired Annuitant –
Special Projects

SUBJECT Housing Update

AGENDA DESCRIPTION:

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

Presentation by Mary Booher providing an update on activities related to increasing housing in Mono County.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

None.

CONTACT NAME: Mary Booher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Attachment A - Housing Project Tracking
Attachment B - Housing Funding

History

Time	Who	Approval
11/2/2023 4:38 PM	County Counsel	Yes
11/2/2023 8:13 AM	Finance	Yes

11/2/2023 7:44 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
 Sandra Moberly, MPA, AICP
 PO Box 696
 Bridgeport, CA 93517-0696
 (760) 932-5410
smoberly@mono.ca.gov
www.mono.ca.gov

November 7, 2023

To: Mono County Board of Supervisors

From: Mary Booher, Special Projects

RE: Housing Ad Hoc update

- A Thriving Economy Safe and Healthy Communities
- Sustainable Public Lands Workforce & Operational Excellence

BOARD OF SUPERVISORS

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PROBATION
 Karin Humiston
PUBLIC WORKS
 Paul Roten

Background/Discussion

On April 4, 2023 the Board of Supervisors established a Housing Ad Hoc committee, assigning Supervisors Kreitz and Gardner. Since that time, the committee has met 1-2 times/month. In July, staff provided an update on the activities of the committee, and this is the next quarterly update.

Attachment A is a tracking spreadsheet with the housing projects, as identified in the housing workshop. Attachment B is a summary of the housing funding opportunities that are currently underway, or recently completed.

Since the housing workshop with Stan Keasling, the County has made substantial progress in moving forward with some housing projects. The County is currently:

- Developing a Mortgage Assistance Program, and appropriated \$500,000 in FY 2023/24 for this program.
- Evaluating purchasing/developing a property in June Lake.
- In escrow for a vacant lot in Bridgeport that is zoned for four units and could include up to six units with a density bonus.
- In negotiations for a multi-family unit in Bridgeport.
- Pursuing two residential properties (one in Chalfant and one in Walker) through the tax default process.
- Pursuing land donation of approximately 10 acres in Walker.
- Finalizing agreements with several consultants to support housing projects.
- Providing \$550,000 in funding for Innsbruck Lodge.
- Providing \$200,000 in gap financing for first time homebuyer participants, to be reimbursed by the HOME grant.
- Responding to project/program ideas generated by the September meetings in Lee Vining and June Lake.

Mammoth Lakes Housing/Eastern Sierra Community Housing has requested a County contribution to the Access Apartments project, which will be discussed today in a later agenda item.

Available Funds

In May 2023, the Board designated \$4,750,000 of one-time to strategic priorities, including \$2,000,000 specifically to housing. \$500,000 was appropriated for the Mortgage Assistance Program, leaving \$1.5 million for other projects. In addition, the Board designated \$2.5 million for loans to utility districts for storm damage repairs. Only \$1 million has been requested, leaving an additional \$1.5 million that the Board could designate for other strategic priorities, Capital Improvement projects, or Deferred Maintenance/Capital Replacement needs.

Housing Funding Opportunities

At the joint Board of Supervisors/Town Council meeting on October 17, 2023, the Board and Council discussed different opportunities for funding housing programs and projects in the County including Enhanced Infrastructure Financing Districts (EIFD's) and potential increases in Transient Occupancy Tax (TOT) throughout the County. Staff acknowledges that these are only two options out of a broad range of funding opportunities for affordable housing however, if the Board would like additional information on either of these funding opportunities, staff can return to the Board at a future meeting with additional information on each of these funding opportunities.

Attachments

- Attachment A - Housing Project Tracking
- Attachment B - Housing Funding

Mono County Housing Opportunities-Project tracking

Category	Recommendation	Priority	staff responsible	status	Date of update	Notes
Staffing and Partnerships	Rehire housing coordinator position	high	CAO/HR	Tyrone Grandstrand started work on 10/30/2023	11/7/2023	Complete
Staffing and Partnerships	Enter into a contract with Mammoth Lakes Housing/Eastern Sierra Community Housing to pursue projects in the County		CAO	Staff has reviewed all the existing contracts with MLH and is in the process of developing a Scope of Work.	11/7/2023	Ongoing
Staffing and Partnerships	Housing authority changes, (1) create a JPA housing authority with the Town, Bishop, Inyo and Alpine Counties, or (2) force the Stanislaus County Housing Authority to place-base Housing Choice Vouchers		CAO	Staff has met with Inyo and Alpine Counties. The Ferguson Group has also participated and is working with HUD to help us understand the requirements of a local Housing Authority to manage the vouchers, and what the process would be to bring the vouchers back from Stanislaus County.	7/18/2023	
Staffing and Partnerships	Support workforce and supportive housing development in Mammoth Lakes		CAO/Board	The Board has supported several projects in Mammoth Lakes. There is an additional request on the 11/7/2023 BOS agenda.	11/7/2023	
Staffing and Partnerships	The Bridgeport Indian Colony lost housing in the Mountain View Fire pursue a partnership with the Tribe as they plan for rebuilding		CAO	The County is in the process of obtaining an appraisal for this property.	11/7/2023	
County-owned and Surplus land	Subdivide community center site in Lee Vining		CAO	Staff is finalizing contracts with housing consultants to work with the community on this site.	11/7/2023	
County-owned and Surplus land	Work with Mammoth Unified School District in Crowley to determine if all of their land is needed		CAO	Site would need to be evaluated for feasibility for housing		Reach out to MUSD, to see if they are interested.
County-owned and Surplus land	Support Forest Service housing and get a commitment to build additional workforce units		CAO/Board	Staff will schedule a meeting with the new Bridgeport District Ranger to discuss this project.	4/18/2023	Need funding for water pipes, need legislation to specifically support workforce housing on FS property
				CAO and Supervisor Peters met with the HTF Forest Supervisor on this issue. We will continue to look for funding opportunities.	7/18/2023	Set meeting with INF

Category	Recommendation	Priority	staff responsible	status	Date of update	Notes
				Staff will schedule a meeting with the new Bridgeport District Ranger to discuss this project.	11/7/2023	
County-owned and Surplus land	Repurpose the manufactured house which is being used as a youth center to housing		CAO	This building currently houses the Visitors Center and is not a suitable housing location	4/18/2023	
County-owned and Surplus land	Consider relocating the Economic Development Office and repurposing the building to housing		CAO	This is the old hospital/Social Services building and in not suitable for workforce housing.	4/18/2023	
				Should the County choose to engage in space planning for Bridgeport, staff could ask that this be considered for demolition, if the office space is not needed.	4/18/2023	
County-owned and Surplus land	Pursue land swaps with Forest Service and LADWP		Board/CAO	This is a long-term process, and is always an available option.	4/18/2023	
County-owned and Surplus land	The Marine Mountain Warfare Center has a site that could be used for housing.		CAO	Bridgeport Forest Service Compound	4/18/2023	
				Both base and Marine housing locations don't have public water and sewer infrastructure.	4/18/2023	
Projects	Promote ADU development		CAO/CDD			Supportive housing project on County-owned land at PW yard in Walker, project is no longer happening. Add as additional property location.
Projects	A 4-plex is available for sale in Bridgeport		CAO	Board Ad Hoc does not recommend pursuing this property at this time, as it would not increase inventory.	7/18/2023	
Projects	The owner of a short-term rental property in Bridgeport with a total of 5 units would consider selling.		CAO	Currently in negotiations	11/7/2023	
Projects	There is also a property in Bridgeport that burned where the property could be redeveloped at 4 units.		CAO	County is in escrow for this property	11/7/2023	

Category	Recommendation	Priority	staff responsible	status	Date of update	Notes
Projects	There is a 20 unit motel in Bridgeport that could be purchased and converted		CAO	Would require Board policy discussion about converting traditional short-term rentals into permanent housing	7/18/2023	
Projects	Work with developer trying to develop 12 unit development		CAO	County has been in discussions with developer.	7/18/2023	
Projects	There is a mobile home park in Antelope Valley that may need support to remain affordable		CAO	Sierra Retreat, Walker MH Park, Sierra East	4/18/2023	
Projects	Explore ways that the County can assist in rebuilding homes lost in the Mountain View Fire—folks living in FEMA trailers and some single-wide mobile homes		CAO	25 permits issued, 9 finalized, most residents are waiting for completion of litigation.	7/18/2023	
Projects	Pursue state funding for affordable and workforce housing development and rehabilitation.		CAO	This will be on T. Grandstrand's workplan	11/7/2023	
Financing	Develop a policy for providing both long and short term investments in workforce housing.		CAO/Housing	Policy under development	11/7/2023	
Financing	Financial support for ADU development		CAO/Housing	This will be on T. Grandstrand's workplan	11/7/2023	
Financing	Acquire property that is listed for sale—provide acquisition financing		CAO	Is being included as part of Scope of Work in MLH/ESCH contract	7/18/2023	
Financing	Develop policy to provide long term support for workforce housing development					
Financing	Policy for acquiring property to use as housing for County staff			Can be part of various other projects	7/18/2023	
Zoning	Change single family zoning to two units per parcel		CAO/CDD	This General Plan Amendment has not been directed by the Board. The Board requested an analysis of where infrastructure could support a density increase and then this change would be considered. The analysis is being conducted through a CDBG technical assistance grant that is underway and should be completed by early summer 2024.	11/7/2023	

Category	Recommendation	Priority	staff responsible	status	Date of update	Notes
Zoning	Incentivize the development of ADU's		CAO/CDD	Done – we designed, plan checked, and released prescriptive ADU designs. We are currently updating the designs to keep them current with the Building Code cycle.	11/7/2023	
Zoning	Use of mobile homes as ADUs		CAO/CDD	Mobile homes on a foundation may be used as an ADU.	11/7/2023	
Zoning	Use of RVs as ADUs		CAO/CDD	A discussion of RVs for residential use is underway. If it is permitted in some fashion, the policy could define whether the use is restricted to an ADU. Current discussions contemplate use as a main residence as well.	11/7/2023	
Zoning	Density bonus expand beyond state requirements		CAO/CDD	This has been a low priority due to very few applications requesting any density bonuses, let alone above and beyond state requirements. To date only one applicant has submitted a complete application utilizing the state density bonus, and it was approved.	11/7/2023	
Zoning	Workforce housing with commercial development—support seasonal workforce housing development		CAO	This will be on T. Grandstrand's workplan	11/7/2023	
Exactions	Housing Mitigation Ordinance updates		CAO/CDD	The Board recently discussed (on 10/10) that an update to the HMO nexus study should be considered. No other updates to the HMO have been discussed. The current priority is to complete the short-term rental study, which may inform an HMO nexus fee study, and then potentially undertake a new HMO fee nexus study. Funding will likely need to be included in the FY 24-25 budget.	11/7/2023	
Exactions	Policy for developer mandates and additional county investment to achieve deeper affordability		CAO/CDD	This will be on T. Grandstrand's workplan	11/7/2023	
Exactions	Review and update In Lieu fees for new development		CAO/CDD	Should be part of the Housing Mitigation Ordinance update.	11/7/2023	

Category	Recommendation	Priority	staff responsible	status	Date of update	Notes
Exactions	Discourage vacant properties, or provide incentives to encourage new uses		CAO/CDD	This will be on T. Grandstrand's workplan	11/7/2023	
Exactions	Use friendly condemnation as a vehicle to encourage sale of vacant property		CAO/CDD	This will be on T. Grandstrand's workplan	11/7/2023	
Exactions	Rent control for mobile home parks	medium-for HOM	CAO	This will be on T. Grandstrand's workplan	11/7/2023	
Other County work	Extending the nightly rental moratorium to include multi-family residential units		CDD	Heard by the Board on 10/10, may be reheard by the Board on 11/7.	11/7/2023	
Other County work	Analyzing our current nightly rental policies to assist the Board in determining whether changes are needed		CDD	In progress, expected in spring 2024	11/7/2023	
Projects	When 2nd homeowners place their homes on the market, purchase and convert to affordable units		CAO	Will be part of contract with Mammoth Lakes Housing/Eastern Sierra Community Housing	11/7/2023	
	Rent-Assistance		CAO	This will be on T. Grandstrand's workplan	11/7/2023	
	build 2 workforce, you can have 1 STR			Pairs with discussion of density bonus. As noted above, not a lot of interest in density bonus.	11/7/2023	

Mono County Housing Investments

Amount	Fund Source	Description
\$448,634	Whole Person Care Grant	The grant targets those who are homeless or at risk of homelessness and funds rental assistance, affordable housing projects, and a housing coordinator position.
\$200,000	General Fund	2018-19 contribution to Affordable Housing Fund.
\$200,000	General Fund	2019-20 contribution to Affordable Housing Fund.
\$159,188	Birch Creek Condo Sale Proceeds	Sale of Birch Creek Condo to Mammoth Lakes Housing for use as transitional housing.
\$ 160,000	SB2 Grant Funds	Prescriptive Designs for Accessory Dwelling Units (ADU) and Creation of a California Environmental Quality Act (CEQA) streamlining checklist for greenhouse gas (GHG) emissions and updates that establish vehicle miles traveled (VMT) standards consistent with SB 743 were adopted by the Board in 2022.
\$ 250,000	Community Development Block Grant	This grant provides technical assistance funding to inventory special district services, assess special district service capacity barriers to increasing housing stock, and develop programs and projects to overcome those barriers. A consultant was selected and a contract approved in May 2022. The inventory of special district capacity will also serve to update the Municipal Service Reviews (MSRs) required for the Local Agency Formation Commission (LAFCo). The project is staffed by the Planning Division.
\$ 121,517	Regional Early Action Planning (REAP) Grant	The REAP funding is targeted at hiring a consultant to conduct studies or provide technical assistance, in coordination with the County Housing Coordinator, for the purpose of establishing an organizational structure related to housing needs.
\$ 65,000	Local Early Action Planning (LEAP) Grant	The LEAP funding application will be used in conjunction with the REAP project to develop a planning document for the County's implementation arm (identified through the REAP project) to carry out the local housing trust fund.

Amount	Fund Source	Description
\$ 327,826	Permanent Local Housing Allocation (PLHA) Program	SB 2 established a new fee on recorded documents, and 70% of this revenue goes into the PLHA for the development of affordable and workforce housing. \$327,826 reflects Mono County's allocation from 2019-2022. We will receive additional funds in future years.
\$ 2,000,000	General Fund	2022-23 Contribution to Affordable Housing Fund (\$500,000 dedicated to mortgage assistance program)



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Request from Mammoth Lakes
Housing for Funding for Access
Apartments

AGENDA DESCRIPTION:

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

In 2017, Mammoth Lakes Housing (MLH) purchased a property at 238 Sierra Manor Road in Mammoth Lakes to provide additional affordable housing for the community. The proposed project includes converting the existing buildings into 11 one-bedroom apartments and six garages. MLH has secured a number of different funding sources for this project but, due to increasing construction costs of the project, has not secured full funding for the project. MLH is requesting additional funding for the project and has noted that there is a \$2.8M gap currently. The Housing Ad Hoc Committee discussed this project and recommended that the County allocate \$600,000 in funding in order to help close the gap for construction of the project.

RECOMMENDED ACTION:

Staff recommends that the Board consider the request from MLH and provide direction to staff on funding of Access Apartments.

FISCAL IMPACT:

There is an unencumbered balance of \$204,000 in the Affordable Housing Fund, and during policy discussions about the use of available one-time funding, the Board previously earmarked up to \$1,500,000 for various housing projects.

CONTACT NAME: Sandra Moberly

PHONE/EMAIL: 760-932-5415 / smoberly@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[Staff Report](#)

[Attachment 1 - MLH Funding Request](#)

History

Time	Who	Approval
10/24/2023 5:04 PM	County Counsel	Yes
11/1/2023 3:31 PM	Finance	Yes
11/2/2023 7:24 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
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 PO Box 696
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 smoberly@mono.ca.gov
 www.mono.ca.gov

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DISTRICT ATTORNEY
 Hon. David Anderson
SHERIFF / CORONER
 Hon. Ingrid Braun
ANIMAL SERVICES
 Chris Mokracek "Interim"
BEHAVIORAL HEALTH
 Robin Roberts
COMMUNITY DEVELOPMENT
 Wendy Sugimura
COUNTY CLERK-RECORDER
 Queenie Barnard
COUNTY COUNSEL
 Stacey Simon, Esq.
ECONOMIC DEVELOPMENT
 Jeff Simpson
EMERGENCY MEDICAL SERVICES
 Bryan Bullock
FINANCE
 Janet Dutcher
 CPA, CGFM, MPA
HEALTH AND HUMAN SERVICES
 Kathryn Peterson
INFORMATION TECHNOLOGY
 Mike Martinez
PROBATION
 Karin Humiston
PUBLIC WORKS
 Paul Roten

To: Mono County Board of Supervisors

From: Sandra Moberly, Mono County Administrative Officer

Date: November 7, 2023

Re: Funding Request for Access Apartments

Strategic Plan Focus Area(s) Met

- A Thriving Economy Safe and Healthy Communities Mandated Function
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

The County has received a request from Patricia Robertson of Mammoth Lakes Housing (MLH) requesting funding from Mono County to fund the construction of Access Apartments located at 238 Sierra Manor Road in Mammoth Lakes. The project includes 11 apartment units that will be available to households earning 80% Area Median Income (AMI) and below. The funding request letter notes that over \$8.2M in funding has been secured for the project leaving a \$2.8M gap as the total project costs are approximately \$11M. The letter does not request a specific contribution to the project but notes that a variety of sources will be needed to fill the \$2.8M gap. Mono County has already invested \$149K in this project through the Whole Person Care Grant.

Staff has discussed this project with the Housing Ad Hoc Committee (Supervisors Gardner and Krietz) and they have recommended that the Board consider a \$600K contribution to the project. This would bring the total County contribution to \$749K.

If the Board provides direction to provide an additional \$600K to the Access Apartments, staff will return at a future Board meeting with a budget adjustment to allocate the funding. Additionally, the Board may want to consider providing direction to staff to analyze the possibility of obtaining special legislation (as Napa and other counties have done) that will allow housing units that are built within Mammoth Lakes using County funding to help satisfy our Regional Housing Needs Allocation (RHNA) numbers. If the Board provides this direction, staff will return to the Board with a full analysis of the process to accomplish this.

Attachment – Funding Request Letter dated October 27, 2023



P.O. Box 260
587 Old Mammoth Road #4
Mammoth Lakes, CA 93546

Mono County
Board of Supervisors
ATTN: Sandra Moberly, County Administrative Officer
Via email: smoberly@mono.ca.gov

October 27, 2023

RE: Funding Request for Affordable Housing Development at 238 Sierra Manor Road, Mammoth Lakes – Access Apartments

Dear Chair Duggan and Honorable Supervisors,

Mammoth Lakes Housing, Inc. (MLH) acquired a commercial property in 2017 through a partial land donation. The site is located at 238 Sierra Manor Road, Mammoth Lakes and MLH intends to convert the property into affordable housing. MLH is requesting financial support for this project from Mono County to bring desperate housing solutions to our community.

BACKGROUND

Access Apartments will include eleven one-bedroom apartments, five garages, seven surface parking spaces, secure bike storage, drought-conscious landscaping, new roofs, and other amenities. Each apartment will be approximately 700 square feet and include a bedroom, kitchen/living area, bathroom, storage, balcony, and laundry.

This adaptive reuse of an aging and neglected structure promotes the revitalization of our neighborhoods, animation of our commercial zones, and meets an urgent housing need. The site of this project is zoned C-2, which allows for nightly rentals.

This project will serve Mono County residents earning below 80% of the Area Median Income. Pursuant to the various recorded regulatory agreements required by the funding sources, this project will be income-restricted for a period of 55 years.

Since acquisition, MLH has held community design workshops, procured architectural and engineering plans, applied for State, Federal, and local grants, and launched a capital campaign to raise funds for this important project.

CURRENT STATUS

In March 2023, Mammoth Lakes Housing partnered with the Town of Mammoth Lakes on a public bid process for the project. Due to a variety of reasons including a volatile materials market, limited access to labor, compliance requirements, etc., the bids came back \$3-5M over budget. This delayed our ability to break ground in spring 2023.

Instead, we secured a capacity-building grant from Enterprise Community Partners and pursued an intensive value-engineering processes. Our team was able to reduce the costs by \$1M. This is represented in the current budget.

TIMING

MLH is ready to enter a contract with the General Contractor once funding is secured. Filling the final funding gap now will enable us to break ground in spring 2024, and complete construction 9-12 months later in spring 2025.

FINANCING

The total development cost and timeline of this project has been impacted by numerous factors including: the economic impacts of the COVID-19 public health crisis, the continued volatile materials market, availability of labor, delayed grant awards, etc. The total cost is approximately \$11M. These costs include acquisition, soft costs, construction, contingency, project operating/replacement reserves, etc. They do not include carrying costs or staff time that MLH has invested over the past six years, which MLH has absorbed.

ACHIEVED CAPITAL STACK		
<i>SOURCE</i>	<i>AMOUNT</i>	<i>NOTE</i>
HOME	3.4M	MLH
CDBG	2.8M	Town/MLH
Town of Mammoth Lakes	1.5M	Town committed
Mono County Social Services	149k	Whole Person Care Grant
Deferred Developer Fee	80k	MLH
Eastern Sierra Continuum of Care – CA Emergency Solutions and Housing (CESH)	60k	For required operating reserve
Land Donation	50k	Sharon Alper
Enterprise – HUD Section 4 Capacity Building Grant	45k	Will use to pay for GC value-engineering fees
Anthem (health insurance)	25k	
Alterra Community Foundation	25k	
US BANK	25k	
Mono County Public Library	20k	Fee Waiver
Eastern Sierra Continuum of Care – Homeless Housing, Assistance and Prevention (HHAP)	15k	For required fee for construction loan to capitalize replacement reserve
Union Bank	15k	
Century Housing	5k	
Vacasa	5k	
Eastern Sierra Community Bank	5k	
DeChambeau Creek Foundation	3k	local foundation: www.dechambeaucreek.org
Smaller private donations	11k	Includes personal donations, project-specific fundraising events, and board/staff volunteering events (Bluesapalooza and Grand Fondo)
TOTAL	8,229,355	FUNDING SECURED

The funding in this stack represents an average of \$1.32M secured for housing solutions each year over the past six years, by the only nonprofit Community Housing Development Organization in the tri-county region. This leveraged funding represents incremental dollars invested in the Mono County community towards housing solutions. The construction and operation of this development will provide an ongoing economic benefit to our community, both in terms of a secure workforce and local spending, on top of the social and health benefits of creating eleven affordable homes for low-income residents.

Mammoth Lakes Housing cordially asks the Mono County Board of Supervisors to join us in an incremental improvement to our housing crisis, by allocating funds to make this project a success. The current funding gap is \$2.8M.

HOUSING NEEDS

MLH administers a waiting list for 82 affordable apartments on which there are nearly 200 households waiting for an affordable home. Regional housing elements show a need for approximately 1,100 units in the tri-county area. While Phase 1 of The Parcel project will add some relief, the addition of eleven more units at Access Apartments will contribute to our community housing goals. Additional benefits include diversifying housing product as well as local multi-family ownership and management structures and creating diverse neighborhoods. This project will enhance the Old Mammoth Road District by bringing a small, mixed income, 100% full-time residential project to a commercial zone. Mixed income housing is one tool to combat residential segregation and promote community diversity. There are no other affordable housing projects in this area, and transient rentals are outright permitted throughout the Old Mammoth Road District.

As the local nonprofit Community Housing Development Organization serving the Eastern Sierra, we have worked extremely hard to secure competitive funding sources and both public and private partnerships that represent 75% of the total project funding. This project represents a pilot project for a small, infill housing development in our rural community. We hope to replicate this model throughout the region as we pursue our vision that *“communities in the eastern Sierra thrive because everyone has access to safe, affordable, quality housing.”*

We recognize the importance of our partnerships. We hope that together we can leverage our individual strengths for collective success towards our mutual goal. Thank you for considering an investment in this project.

Sincerely,



Patricia Robertson
Executive Director



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Community Development

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

SUBJECT Clarification that Moratorium on
Overnight Rentals for Duplex and
Multi-Family Residential Units was not
Approved

AGENDA DESCRIPTION:

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

Clarification that the moratorium on overnight rentals in multi-family residential units heard by the Board on Oct. 10, 2023, was not approved, because a 4/5 vote was needed, and 3 Board members voted in favor while 2 voted against. Opportunity for one of the three Board members who voted in favor of the moratorium to make a motion to reconsider the item now that it has been clarified that a 4/5 vote is required, as allowed by Board Rules of Procedure, Rule 30.

RECOMMENDED ACTION:

Hear staff presentation regarding non-passage of moratorium on October 10, 2023. If a motion to reconsider the moratorium is made and seconded, consider and potentially approve motion to reconsider.

FISCAL IMPACT:

None.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

County Counsel

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> staff report</p>

History

Time

Who

Approval

10/31/2023 12:56 PM	County Counsel	Yes
11/1/2023 4:09 PM	Finance	Yes
11/1/2023 10:56 PM	County Administrative Office	Yes

Mono County Community Development

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

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

November 7, 2023

To: Mono County Board of Supervisors

From: Aaron M. Washco, Planning Analyst

Re: MOTION TO RECONSIDER POTENTIAL MORATORIUM ON OVERNIGHT RENTALS FOR DUPLEX AND MULTI-FAMILY RESIDENTIAL UNITS

BACKGROUND

On May 3, 2022, the Mono County Board of Supervisors (hereinafter, the “Board”) imposed a moratorium on new short-term and transient rentals, defined as nightly rentals of 30 or fewer days, in all single-family residential units regardless of land use designation. The moratorium was adopted as an urgency measure under Government Code §65858 and was set to remain in effect for 45 days unless extended. The moratorium was extended on June 14, 2023, for 22 months and 15 days, expiring on April 29, 2024. The Board may rescind the moratorium any time prior to its expiration date.

Also at the June 14 meeting, the Board directed staff to return with a recommendation for an additional moratorium on new short-term and transient rentals in multi-family residential units. Due to staffing constraints and deadline-driven priorities, the vote on this proposed moratorium on multi-family units was delayed until October 10, 2023.

At the October 10 Board meeting, the Board voted three-to-two in favor of the moratorium on new short-term and transient rentals in multi-family residential units. The assumption was that the motion had passed and the moratorium had been adopted. At the October 17 Board meeting, however, an oversight was discovered: Government Code §65858 requires a four-fifths vote of the legislative body for adoption of an emergency moratorium. Therefore, the motion on the emergency moratorium on short-term and transient rentals in multi-family residential units failed at the October 10 Board meeting.

DISCUSSION

No further action is necessary by the Board, in which case the moratorium on short-term rentals in multi-family units was not adopted. Or, the Board can bring the proposed emergency moratorium back for another vote pursuant to the procedure outlined in Mono County Board Rule 30 (hereinafter, “Rule 30”). Under Rule 30, “[a]ny Board member who votes in the majority on a question ... is eligible to make a motion to reconsider.” Therefore, any Board member who voted in the majority at the October 10 Board meeting is permitted to make a motion to reconsider the potential moratorium on overnight rental permits in multi-family residential units.

If a motion to reconsider is made by a Board member and approved by at least a three-to-two majority vote, then consideration and possible adoption of the emergency moratorium on overnight rental permits in multi-family residential units will be taken up at the November 7 Board meeting. To adopt the emergency moratorium, a four-fifths vote by the Board is required.

At the October 10 Board meeting, the Board directed staff to compile a detailed summary of overnight rental permits for multi-family residential units which were approved between May 3, 2022—the date

on which the moratorium on overnight rental permits for single-family residential units was adopted—and November 7, 2023 (Table 1).

Table 1: Overnight rental permits approved for multi-family residential units between May 3, 2022, and November 7, 2023, by location.

Overnight Rental Permits Approved for Multi-Family Residential Units, 5/3/2022-11/7/2023	
Community	Overnight Rental Permits
June Lake	7
Bridgeport	4
TOTAL	11

Also at the October 10, 2023, Board meeting, a contract to study the impact of short-term rentals on housing in Mono County was approved. The study is intended to provide information that will help with a final policy decision about how to handle overnight rentals in residential units. A future discussion will return to the Board in early 2024 to discuss the results of the study and for the Board to provide direction to staff prior to the expiration of the moratorium(s) on overnight rentals.

This staff report has been reviewed by the Community Development Director.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Community Development

TIME REQUIRED 20 minutes

SUBJECT Potential Moratorium on Overnight
Rentals in Duplex and Multi-Family
Units

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

AGENDA DESCRIPTION:

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

If motion to reconsider is adopted during prior item, consider proposed ordinance Temporarily Suspending New Short-Term and Transient Rentals of Duplex & Multi-Family Dwelling Units in All Land Use Designations except Commercial Lodging (CL).

RECOMMENDED ACTION:

1) Adopt proposed ordinance, an interim ordinance of the Mono County Board of Supervisors Temporarily Suspending New Short-Term and Transient Rentals of Duplex & Multi-Family Dwelling Units in All Land Use Designations except Commercial Lodging (CL). OR 2) Do not adopt the proposed ordinance.

FISCAL IMPACT:

If adopted, growth in transient occupancy taxes and business license fees may be reduced.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

County Counsel

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[proposed ordinance](#)

History

Time	Who	Approval
10/27/2023 10:41 AM	County Counsel	Yes
11/1/2023 4:11 PM	Finance	Yes
11/2/2023 7:29 PM	County Administrative Office	Yes

Mono County Community Development

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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

November 7, 2023

To: Mono County Board of Supervisors

From: Aaron M. Washco, Planning Analyst

Re: POTENTIAL MORATORIUM ON OVERNIGHT RENTALS FOR MULTI-FAMILY RESIDENTIAL UNITS

FISCAL IMPACT

Potential loss of revenue from business license fees, transient occupancy taxes, and Housing Mitigation Ordinance fees.

BACKGROUND

On May 3, 2022, the Mono County Board of Supervisors (hereinafter, the “Board”) imposed a moratorium on new short-term and transient rentals, defined as nightly rentals of 30 or fewer days, in all single-family residential units regardless of land use designation. The moratorium was adopted as an urgency measure under Government Code §65858 and was set to remain in effect for 45 days unless extended. The moratorium was extended on June 14, 2023, for 22 months and 15 days, expiring on April 29, 2024. The Board may rescind the moratorium any time prior to its expiration date.

Also at the June 14 meeting, the Board directed staff to return with a recommendation for an additional moratorium on new short-term and transient rentals in multi-family residential units. Due to staffing constraints and deadline-driven priorities, the vote on this proposed moratorium on multi-family units was delayed until October 10, 2023.

At the October 10 Board meeting, the Board voted three-to-two in favor of the moratorium on new short-term and transient rentals in duplex and multi-family residential units. The assumption was that the motion had passed and the moratorium had been adopted. At the October 17 Board meeting, however, an oversight was discovered: Government Code §65858 requires a four-fifths vote of the legislative body for adoption of an emergency moratorium. Therefore, the motion on the emergency moratorium on short-term and transient rentals in duplex and multi-family residential units failed at the October 10 Board meeting.

At the November 7 meeting, the Board received clarification that the moratorium was not adopted and had an opportunity to reconsider the issue pursuant to Rule 30. If this item is being heard, then the Board passed the motion to reconsider.

Moratorium Procedure

If the moratorium is adopted by a 4/5 vote today, it expires in 45 days unless it is extended. Because a public hearing was not noticed for this reconsideration of the moratorium, the extension must be heard at a noticed public hearing and may not exceed 10 months and 15 days. Prior to the expiration of the extension, another public hearing may be held to further extend the moratorium for another year. The moratorium may be rescinded prior to expiration at any time by the Board. All extensions require a 4/5 vote.

DISCUSSION

The moratorium on duplex and multi-family residential units would allow for further study and determination of the impacts of short-term and transient rentals. Potential options for modifying the County’s current regulations can be reviewed while preserving existing long-term housing stock by preventing duplex and multi-family residential units from receiving new approvals to operate as short-term or transient rentals. In this regard, a study on nightly rentals was approved by the Board on October 10, 2023. This study will provide information to evaluate Mono County’s regulations regarding short-term rentals in both single- and multi-family residential units to assist with determining next steps.

At the October 10 Board meeting, the Board directed staff to compile a detailed summary of overnight rental permits for multi-family residential units which were approved between May 3, 2022—the date on which the moratorium on overnight rental permits for single-family residential units was adopted—and November 7, 2023 (Table 1).

Table 1: Overnight rental permits approved for multi-family residential units between May 3, 2022, and November 7, 2023, by location.

Overnight Rental Permits Approved for Multi-Family Residential Units, 5/3/2022-11/7/2023	
Community	Overnight Rental Permits
June Lake	7
Bridgeport	4
TOTAL	11

If the proposed moratorium is adopted, existing short-term and transient rental permits would be allowed to continue operating and/or renew permits for duplex and multi-family units, but no new business licenses for short-term or transient rentals would be allowed . All applications received prior to November 7, 2023, would be processed under the existing regulations. All applications for short-term and transient rentals received after November 7, 2023, will not be accepted.

The moratorium presented in Attachment 1 reflects the exemptions incorporated by the Board at the October 10 meeting:

- The moratorium shall not apply to properties within the Commercial Lodging-Medium (CL-M) and Commercial Lodging-High (CL-H) land use designations, because the intent of these designations is to provide for nightly rental uses. Applications received for approval of short-term rental uses on properties designated as CL-M or CL-H shall be processed in accordance with existing regulations;
- In the case of new construction, one newly constructed nightly rental unit may be permitted for every three newly constructed long-term only rental units, provided that the certificates of occupancy for the long-term rental units are issued prior to the approval of the business license for the short-term rental.
- In duplex units, allow for one unit to be rented on a nightly basis, provided the other unit is (1) the primary residence of the owner or the owner’s long-term tenant, and (2) occupied by the owner or the owner’s long-term tenant for the duration of any overnight rentals, and (3) the owner or long-term tenant can address any management or nuisance issues resulting from the overnight rental. For purposes of this exemption, “owner’s long-term tenant” shall mean (1) a lessee with a current lease with the property owner for 31-days or longer.

The Board may include any other desired exemptions.

This staff report has been reviewed by the Mono County Community Development Director.

ATTACHMENTS:

1. Ordinance ORD 23-__



ORDINANCE NO. ORD23-__

**AN INTERIM ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS TEMPORARILY SUSPENDING NEW SHORT-TERM
AND TRANSIENT RENTALS OF DUPLEX & MULTI-FAMILY DWELLING UNITS
IN ALL LAND USE DESIGNATIONS**

WHEREAS, Government Code §65858 authorizes the adoption of an interim ordinance as an urgency measure to prohibit any uses that may be in conflict with a contemplated general plan, specific plan, or zoning proposal that the Board of Supervisors, planning commission or planning department is considering or studying or intends to study within a reasonable time, when necessary to protect the public safety, health, and welfare; and

WHEREAS, the lack of affordable housing for workforce and full-time residents in Mono County is a current and immediate threat to the public health, safety and welfare, and may be exacerbated by the loss of residential units to nightly rental uses; and

WHEREAS, the Board has identified a need to preserve long-term residential housing stock by limiting nightly rentals; and

WHEREAS, the Board of Supervisors held a public hearing to receive public testimony on the matter on November 7, 2023; and

WHEREAS, in order to preserve residential housing for potential long-term use while staff and decision makers study the impact of nightly rentals on residential and workforce housing and develop a comprehensive housing strategy for the unincorporated county, including any adjustments to the regulation of nightly rentals, the Board of Supervisors desires to temporarily suspend processing new applications for short-term or transient rentals in duplex & multi-family dwelling units in all land use designations; and

NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO FINDS AND ORDAINS that:

SECTION ONE: There is a current and immediate threat to the public health, safety and welfare as a result of the continuing conversion of duplex & multi-family dwelling units within unincorporated Mono County into short-term or transient rentals (i.e., less than 30 days). Such conversion and use negatively impacts the amount of available long-term housing for residents. Therefore, County processing and/or approval of short-term or transient rental applications for duplex & multi-family dwelling units should be temporarily suspended in order to preserve existing housing stock and protect the public safety, health, and welfare of the residents of Mono County while the County analyzes possible revisions to its regulations regarding such uses.

SECTION TWO: No applications for short-term or transient rentals of duplex & multi-family dwelling units under Chapters 25 and 26 of the Mono County General Plan shall be

1 accepted for processing as of the effective date of this Ordinance, except as set forth in Section
2 Three. Any application received prior to the effective date shall be processed in accordance with
3 County standards in effect at the time of submission. This action is taken to allow for the proper
4 study by staff and decision makers of the impacts of short-term and transient rentals and
5 potential options for modifying the County's existing regulations, while preserving existing long-
6 term housing stock by preventing duplex & multi-family dwelling units from receiving approvals
7 to operate as short-term or transient rentals.

8 **SECTION THREE:** The following shall be exempt from the moratorium established by
9 this Resolution:

- 10 1) The moratorium shall not apply to properties within the Commercial Lodging-
11 Medium (CL-M) and Commercial Lodging-High (CL-H) land use designations,
12 because the intent of these designations is to provide for nightly rental uses.
13 Applications received for approval of short-term rental uses on properties
14 designated as CL-M or CL-H shall be processed in accordance with existing
15 regulations;
- 16 2) In the case of new construction, one newly constructed nightly rental unit may be
17 permitted for every three newly constructed long-term only rental units, provided
18 that the certificates of occupancy for the long-term rental units are issued prior to
19 the approval of the business license for the short-term rental.
- 20 3) In duplex units, one unit may be rented on a nightly basis subject to existing
21 regulations and standards, provided the other unit is occupied by the owner or
22 long-term renter, either of whom can manage the short-term rental and respond
23 to nuisance issues, and such occupancy is verified to the satisfaction of the
24 County.

25 **SECTION FOUR:** During the moratorium, staff shall analyze the impacts of short-term
26 and transient rentals on long-term housing availability within Mono County and evaluate
27 possible modification to Chapter 25 and Chapter 26 of the Mono County General Plan or other
28 applicable regulations.

29 **SECTION FIVE:** This ordinance shall become effective upon adoption as an urgency
30 measure pursuant to Government Code sections 65858 and 25123 and shall remain in effect,
31 unless extended as allowed by law, for 45 calendar days. The Clerk of the Board of Supervisors
32 shall post this ordinance and also publish it or a summary thereof in the manner prescribed by
Government Code section 25124 no later than 15 days after the date of its adoption.

PASSED, APPROVED and ADOPTED this 7th day of November 2023, by the
following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Rhonda Duggan, Chair
Mono County Board of Supervisors

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ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE November 7, 2023

Departments: Community Development

TIME REQUIRED 1 hour

**PERSONS
APPEARING
BEFORE THE
BOARD**

Wendy Sugimura, Community
Development Director

SUBJECT Policy Discussion on Residential Use
of Recreational Vehicles (RVs)

AGENDA DESCRIPTION:

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

Presentation on policies and options regarding residential use of RVs in unincorporated Mono County.

RECOMMENDED ACTION:

Receive presentation and provide direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Wendy Sugimura

PHONE/EMAIL: 760-924-1814 / wsugimura@mono.ca.gov

SEND COPIES TO:

County Counsel, CAO

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
1 - staff report from Dec. 2022

History

Time	Who	Approval
10/24/2023 5:00 PM	County Counsel	Yes
10/23/2023 2:23 PM	Finance	Yes

10/24/2023 9:34 PM

County Administrative Office

Yes

Mono County Community Development Department

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Mammoth Lakes, CA 93546
760.924.1800, fax 924.1801
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PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

Date: November 7, 2023

To: Honorable Board of Supervisors

From: Wendy Sugimura, Director

RE: Residential use of recreational vehicles (RVs)

Background

A memorandum dated October 3, 2023, was provided to the Board of Supervisors in response to community concerns raised over enforcement of a living situation in an RV on a specific parcel in June Lake. The Board requested the subject be agendaized for further discussion. This staff report focuses on the policy issue of residential use of RVs and does not cover any specific enforcement case. For the purposes of this discussion, the term “RV” generally includes trailers, 5th wheel trailers, retrofitted buses or vans, and other similar motor vehicles with sleeping, cooking and sanitation space.

Applicable Regulations and Policies

State Regulations

- According to the State Department of Housing and Community Development (HCD)¹, recreational vehicles are defined in Health and Safety Code §18010 and are “designed for human habitation for recreational, emergency, or other occupancy. RVs are not intended for occupancy as a permanent dwelling.”
- RVs are considered vehicles and licensed by the California Department of Motor Vehicles (DMV).
- The California Building Code (CBC) governs housing and dwelling units and does not apply to RVs.
- Two or more RVs on a single property may trigger jurisdiction by the California State Department of Housing and Community Development (HCD) and require permitting as an RV park. HCD has sole jurisdiction over the health and safety of vehicles in an RV park.

Federal Context

- According to federal definitions, persons living in an RV are considered unhoused.

County Regulations

- The County does not regulate the health and safety of motor vehicles.
- The County’s Community Development Department (CDD) enforces California Building Codes to ensure safety in residential units; however, RVs are not subject to building codes. Therefore, RVs are not “units,” but rather a type of shelter with no health or safety standards administered by the CDD.
- Background to current regulations: Attempting to live in RVs is a long-standing issue in Mono County. In the past, a common situation would be that a property owner would attempt to plant a large shade tree, install a well and septic, and then camp on their property for a couple weeks out of the year rather than build a residence in compliance with the County’s land use rules. The current regulations were developed to disincentivize widespread camping as a residential use across Mono County, incentivize structures subject to health and life safety standards for residential use, and prevent impacts to residential and commercial areas such as health and safety, noise, and aesthetics which are typically associated with RV use.

¹ Department of Housing and Community Development, *Information Bulletin 2016-01(MH, FBH, SHL, MP/SOP, RT,OL)* – Revised. May 9, 2016. <https://www.hcd.ca.gov/policy-research/docs/hcd-bulletin-tiny-home-ib-2016-01.pdf>, accessed Nov. 28, 2022.

- Under current land use regulations living in an RV may be permitted as follows:
 1. RVs may be a primary use (e.g., a residence) in designated RV parks under HCD jurisdiction and as farm labor housing in the Agriculture (AG) land use designation.
 2. On vacant property, overnight RV use may be permitted during construction of a main building, when a valid building permit has been issued, for up to one year (which may be extended) through a Director Review permit. (General Plan Land Use Element §04.040.A.)
 3. Long-term temporary use of an RV, not to exceed six months of each year for a five-year period, may be permitted in designated hazard zones (such as an avalanche area) as a primary use through a Director Review permit to avoid subjecting residents to avalanche danger. (General Plan Land Use Element §04.040.B.)
 4. RV use may be permitted on a temporary basis for extenuating circumstances, such as supporting recovery and preventing displacement from disasters such as the Round Fire in Swall Meadows and the Mountain View Fire in Walker.

County Housing Policy:

- County policy recognizes that solutions for community housing are needed.
- Because RVs are not considered dwelling units subject to County health and safety standards, allowing residential use of RVs outside RV parks does not result in community housing and therefore does not address the housing priorities in the Housing Element.
- Based on the federal definition, the policy issue at hand for the County is about unhoused persons.

CDD Code Enforcement:

- The CDD enforces regulations fairly and equitably among all persons on a complaint basis, which indicates a potential nuisance.
- Unpermitted overnight RV use is the most common code enforcement complaint (about 35% of the case load in 2023).
- The Department attempts to assist with compliance and has directly contacted RV parks, a short-term rental operator who cannot rent nightly during the winter, and a long-term rental landlord with a potentially available unit, on behalf of persons needing a solution in an effort to assist.
- Compliance deadlines can be extended if a plan for coming into compliance has been developed and due diligence and effort are being made. Indefinite extensions with no potential solutions are not granted.

Potential Solutions for Residential Use of RVs

Immediate solutions:

1. An immediate solution requiring no further County or State approvals is for more existing, legally established RV parks to remain open in the winter and allow longer term stays, and for RVs to relocate to those parks. Assuming no conditions in a use permit or HCD permit prevent such an operational change, this solution could be implemented immediately and is subject only to the private business owner's decisions. It is a market-based solution for a market-based housing problem.
 - According to HCD's website, there are 484 mobile home spaces, 680 RV lots with drains, and 524 RV lots without drains approved in Mono County. At first glance, sufficient space seems to exist to accommodate sheltering needs in the winter if more parks were open.
 - Staff understands that, at one time, the Inyo-Mono Advocates for Community Action (IMACA) tried to use financial incentives to secure long-term rental of sites in RV parks for those living in RVs, but the private businesses were not interested. A stigma may be associated with the manner and type of person who lives permanently in an RV, which may be unpalatable to businesses dependent upon tourist occupancies.
 - Implementing party: Private RV parks.
2. The Board could direct staff to return with a resolution to suspend enforcement of the General Plan for noncompliant RV use.
 - Illegal RV use has consistently been a problem well before this current housing situation as many people who do not need emergency shelter would take advantage of being able to camp on their property. Without a thoughtful and strong policy establishing guidelines and regulations, this solution could easily run rampant and undermine the original policy intentions, allowing/incentivizing widespread camping on

private property, disincentivizing construction of legal housing units, and creating significant public health and safety issues as well as neighborhood impacts related to safety, sanitation, noise and aesthetics. Once allowed, tightening regulations or rescinding permission will be very difficult, requiring a significant increase in resources to be successful.

- If this pathway is directed, the Board should clearly indicate the land use designations on which this suspension would apply. The California Environmental Quality Act (CEQA) may apply to this decision and may drive the timeframe. If conditions are desired to minimize impacts to the community and environment, then the discussion is very similar to Solution #7 and, ultimately, a shortcut to the discussion may not be available.
- Implementing party: Mono County CDD

Medium-term solutions:

3. A property owner may currently use Community Development's prescriptive designs to submit a building permit application for an Accessory Dwelling Unit (ADU) and then apply for a permit to live in an RV onsite during construction, which could be valid for up to two years. To be consistent and fair with past enforcement cases, any noncompliant RVs onsite should be removed until ADU construction is underway.
 - Implementing party: 1) The private property owner must submit a building permit application and a permit application to live onsite in an RV during construction. 2) The CDD will process the applications.
4. The County is investigating the potential for a "Safe Park" facility for overnight RV use. Identification of a suitable parcel(s), the standards that apply, environmental compliance, and potentially the County ordinance prohibiting overnight camping/RV use are possible barriers that need to be resolved.
 - A Safe Park facility can be controversial; a proposal in Bishop was denied due to public opposition. The County has limited ability to restrict occupants due to Fair Housing laws. A potential related idea is for individual agencies or private businesses to allow this use on property they own only for their employees (subject to compliance with land use regulations).
 - Staff has been investigating whether "emergency homeless shelters" permitted outright on Public Facilities (PF) lands offers a streamlined option. Unfortunately, it does not because the California Health & Safety Code (§50801(e)) defines such shelters as "housing," which is not applicable to RVs.
 - The County participates in the Continuum of Care (CoC), which receives funding to address unhoused persons. Mammoth Lakes Housing is researching whether any CoC funding streams may be helpful for addressing RV use.
 - Implementing party: Mono County, department(s) to be determined, assuming County land is involved. The CDD would assist but not be the lead.
5. Some properties may be eligible to be permitted as an RV park, which would require submission of a use permit application to the County and, if approved, permitted through HCD.
 - Implementing party: 1) The private property owner must submit a use permit application, which 2) the CDD will process. 3) Then, the private property owner must submit an application to HCD, which 4) HCD will process.
6. Federal lands are not subject to the California Building Code or HCD regulations and may not have the same barriers as the County, depending on their management policies, procedures, and regulations. Campgrounds that allow RVs are more common on federal lands than private properties in the County.
 - The practicality, interest of federal agencies, and barriers to this solution are unknown.
 - Implementing party: Federal agencies

Long-term solutions:

7. Preparation of a proposed General Plan Amendment (GPA) to allow residential use of RVs in defined situations for consideration by the Board has been directed by the Board and is prioritized in staff's workflow behind legally mandated and deadline-driven projects. Assuming no additional higher priority projects or development applications, we anticipate beginning this project in the next 4-5 months. Alternatively, the CDD could investigate for a consulting firm to expedite this project.
 - This policy issue has a very similar dynamic to short-term rentals. There are people in favor and opposed. There are potential impacts to residential neighborhoods and public safety. If it is allowed without thoughtful regulations and a long-term vision, it will be very difficult to reign in/remove/regulate at a later date. Air BnB (and similar platform rentals) are also a potential issue, as RV rentals can be booked on these platforms.

- Developing countywide community consensus can be very time consuming; for example, over 300 hours of staff time was invested in resolving the short-term rental issue in June Lake. While the individual community outreach may be less intense in this case, the work will be extended to all communities in the County. Then, once a project description is available, the County must allow three months for Tribes to respond to a consultation invitation. If consultation is requested, additional time will be needed for that process. Further, a compliant environmental analysis must be completed.
 - From a technical land use perspective, this use has been denied/prohibited in areas where more intensive uses like community gatherings are expected and allowed, such as community centers and parks (in Mono County) and a church (in Bishop). Residential areas typically support less intensive uses and are much more intimate and private. Allowing a use in residential neighborhoods that has been deemed inappropriate in public gathering areas is inconsistent with the logic that underlies land use planning.
 - An important policy consideration may be allowing emergency RV use for unhoused persons, rather than those who are choosing “VanLife,” have homes elsewhere, or could afford to build a compliant unit but would rather camp. The CDD has had code enforcement cases where the RV user has a home elsewhere and so simply returns to it, or has the means to construct a residential unit and then does so. Developing a policy that applies only to the desired unhoused population will be a challenge.
 - RV park regulations in the General Plan are geared toward traditional RV parks and require a minimum lot size of two acres. Perhaps smaller, dispersed RV parks may be acceptable today, and the minimum lot size could be removed or reduced. If split from the larger policy discussion above, it potentially could be moved along faster and allow property owners with applicable land use designations (Commercial, Commercial Lodging, Mixed Use, Multi-Family Residential High, Rural Mobile Home, and Rural Resort) to receive approval for only a few RV spaces on smaller parcels.
 - See Attachment 1 for the policy analysis of allowing RVs as residential uses from December 2022.
 - Implementing party: Mono County CDD for the General Plan amendment, private property owners would implement development projects.
8. Another long-term solution is to focus available effort and resources into providing solutions that result in true housing units that are legal and subject to safety standards, rather than diverting resources to permitting RVs which do not result in housing units.
- The Board has had some policy discussions and formed an Ad Hoc Committee to develop solutions. The CDD does not build, purchase, finance or manage properties, and therefore has not been directly involved.
 - Implementing party: Other Mono County Departments, CDD support as needed.
9. A very long-term solution is to advocate for a change in state standards to define RVs as dwelling units subject to a set of life-safety standards by local jurisdictions.
- The County would need to hire a lobbyist to bring the issue to the attention of state legislators.

Other solutions may be available that have not been presented, and this list is by no means exhaustive or static. Further, these listed options are only related to RV use and do not reflect an overall strategy or toolbox to make housing units available to the local workforce, which is ultimately the underlying problem. Please note the CDD has only full implementing control over two of the nine options (#2 and #7).

Recommended Action(s)

The County actions most likely to produce results in a shorter timeframe are the following, subject to willingness by parties outside of the County (over whom the County may have no authority to compel to action):

- Advocate to private RV parks to remain open year-round and extend occupancy timeframes.
- Advocate for private property owners to build ADUs for long-term rental using the County’s prescriptive designs.
- Possibly pursue, cooperate on, and/or advocate for a Safe Park facility, either operated by the County and/or Town, or by other agencies. The County may or may not have a role, depending on location and property ownership.
- Prepare, and propose for Board consideration, a General Plan Amendment to eliminate or reduce the two-acre minimum parcel size for RV parks. Bring this proposal forward prior to the larger discussion of an amendment to allow residential use of RVs.

Regardless of the direction on the above actions, the CDD will continue to work toward a full policy discussion of residential use of RVs, recognizing the work effort should not be started until sufficient capacity is available to provide

adequate community engagement and work through the controversies and complex policy issues that are anticipated, similar to short-term rentals.

Please contact Wendy Sugimura (760-924-1814, wsugimura@mono.ca.gov) with any questions.

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December 6, 2022

To: Mono County Board of Supervisors

From: Wendy Sugimura, Director
Bentley Regehr, former Planning Analyst

Re: POLICY DISCUSSION ON RVs AS RESIDENCES

RECOMMENDATION

1. Receive the presentation and provide initial direction to staff.
2. Direct staff to conduct public outreach by taking the policy conversation to the Regional Planning Advisory Committees (RPACs) and the Planning Commission, and return to the Board with the additional input at a future meeting.

BACKGROUND

The Board previously directed staff to agendaize the use of Recreational Vehicles (RVs) and tiny homes on a chassis as residential housing for discussion and consideration. This agenda item is the initiation of that discussion to understand the issue, identify the options, and provide direction to staff. The intent is to conduct public outreach based on this initial discussion, and then return to the Board at a future date for a decision.

This discussion is consistent with Housing Element, Program 1.3, which has already been met through Mono County's adoption of a California Building Code Appendix specific to "tiny homes on a foundation:"

Reduce barriers to tiny home construction and new housing types. Create a definition for tiny homes consistent with California Building Code and evaluate land use designations and sites appropriate for tiny home development. Redesignate at least one parcel to be eligible for tiny home development under current standards.

For this discussion, the term "RV" includes recreational vehicles, mobile/tiny homes on a chassis, and camping trailers, although technical differences between these units exist. According to the State Department of Housing and Community Development (HCD)¹, recreational vehicles are defined in Health and Safety Code §18010 and are "designed for human habitation for recreational, emergency, or other occupancy. RVs are not intended for occupancy as a permanent dwelling." Tiny homes are considered dwellings and must meet the California Residential Code (CRC) and California Building Code (CBC) in order to be legally occupied.

¹ Department of Housing and Community Development, *Information Bulletin 2016-01(MH, FBH, SHL, MP/SOP, RT,OL) – Revised*. May 9, 2016. <https://www.hcd.ca.gov/policy-research/docs/hcd-bulletin-tiny-home-ib-2016-01.pdf>, accessed Nov. 28, 2022.

The use of RVs has been a historically controversial policy issue that was last discussed by the Board in the early 2000s, which led to the following current regulations:

- RVs may be a primary use (e.g., a residence) in designated RV parks and as farm labor housing in the Agriculture (AG) LUD.
- In all other land use designations, RVs may only be stored on the property with no overnight use only if a primary use, such as a residence, is already established.
- On vacant property, overnight RV use may be permitted during construction of a main building, when a valid building permit has been issued, for up to one year (which may be extended) through a Director Review permit. (General Plan Land Use Element Section 04.040.A.)
- Long-term temporary use of an RV, not to exceed six months of each year for a five-year period, may be permitted in designated hazard zones (such as an avalanche area) as a primary use through a Director Review permit. (General Plan Land Use Element Section 04.040.B.)
- RV use may be permitted for extenuating circumstances, such as supporting recovery and preventing displacement from disasters such as the Round Fire in Swall Meadows and the Mountain View Fire in Walker.

Further, pursuant to state law, two or more RVs on a property may trigger jurisdiction by HCD and require an HCD permit as an RV park.

For clarity, tiny homes built on a permanent foundation are allowed in all land use designations where single-family residences are permitted, subject to land development standards and the California Building Code.

The current regulations were developed with an intent to disincentivize widespread camping as a residential use across Mono County, incentivize structures subject to life safety standards for residential use, and prevent impacts to residential and commercial areas such as noise and aesthetics.

DISCUSSION

The residential use of RVs has been raised in response to the ongoing shortage of housing that is available and affordable to the workforce, which has impacted local businesses and communities. The policy question on the table is whether allowing for residential use of RVs in some form could address this shortage of housing availability without causing unacceptable or unintended consequences.

Every policy discussion has pros and cons to consider. Some of these issues are identified below, and the Board and public may have others to add:

Pros

- RVs may provide a more affordable option for shelter, especially for the local workforce, provided property has been secured.
- RVs may prevent homelessness and displacement.
- RVs may offer an option for businesses to provide seasonal on-site employee housing that is affordable to both the employee and business owner.

Cons

- Recreational vehicles, as defined by HCD, are not subject to basic livability, health, and safety standards such as wind and snow loading, energy use, electrical and utility safety, etc. Mono County would have limited authority over these life-safety matters.

- Tiny homes on a chassis generally cannot meet the CRC and CBC unless engineered plans for the complete structure along with a seismic foundation are provided. At that point, a tiny home on a foundation is likely a more practical solution.
- The use is already an enforcement challenge. Illegal residential RV use is by far the most common complaint received by the Code Enforcement Division and seems to proliferate in areas where RV use is permitted in some fashion (e.g., in the Antelope Valley during fire recovery, in avalanche areas, etc.), likely because the use is visible and assumed to be allowed without any further approvals.
- RV use is more likely to be treated as camping rather than a residential use, resulting in increased noise (outdoor music, generators), fire hazards (campfires), and sanitation issues (no hookups for water, sewer).
- Allowing RV use may encourage substandard living conditions.
- Allowing RV use may disincentivize the construction of a structure that meets life-safety standards, even when a compliant dwelling unit is within the means of the property owner, which could also reduce County property tax revenue.
- Ensuring RVs are only available to prevent homelessness and displacement, or for economically disadvantaged persons where the use may be justified, would require a significant investment of resources and new County programming.
- RVs may only provide a seasonal solution, due to inability to meet snow and wind loads in the winter.
- There may be visual and character impacts to neighborhoods and commercial areas due to incompatible designs and aesthetics.

POLICY DISCUSSION

Several potential options exist, with different implications based on the pros and cons outlined above. Following a standard evaluation structure, the discussion begins with a “No Project” alternative.

At this time, tiny homes are included in the discussion below, but staff needs to further research HCD’s statement that tiny homes can only be occupied if they meet the CRC and CBC. If that is the case, then any future policy decision by the Board may be limited to recreational vehicles as defined by HCD.

Option 1: Do Not Change RV Regulations

This option would retain the current regulations outlined in the Background section and prevent widespread camping uses and the associated impacts on residential and commercial areas, and continue to incentivize construction of units subject to life-safety standards. However, it would not address the need to reduce housing barriers compared to the current situation. Therefore, the Board could prioritize pursuit of alternative solutions below to address immediate housing needs. Additional solutions may be identified, or priorities may become clearer, through the future Housing Workshop that is being rescheduled. All programs except for Option B lie outside the services of the Community Development Department.

A. Provide additional funding for Accessory Dwelling Units (ADUs)

The County has released five ADU prescriptive designs that reduce engineering and design costs, expedite permitting, and can be used as a primary dwelling if sprinkler plans are included. Overnight rentals are prohibited in ADUs and would also be prohibited if the prescriptive designs are used for a primary residence. Grants or no/low interest loan programs could incentivize private property owners to build the units, and conditions such as required long-term rental use or income-based deed restrictions could be imposed. Alternatively, the County may construct these prescriptive designs on suitable lands it acquires. A dedicated funding source would need to be identified.

B. Encourage additional RV parks

The County may identify lands suitable for redesignation to allow for additional RV parks. Establishment of an RV park would require the private property owner to propose and develop the project.

C. Construct safe parking areas

To address homelessness and displacement, “safe parking” areas may be developed where residents can temporarily park RVs and have access to amenities. The parking area would need to be staffed and patrolled regularly. An example is the safe parking program in Los Angeles County: <https://safeparkingla.org/>.

D. Convert existing structures into apartments or single-room occupancy (SRO) dwellings

The County may pursue purchase of existing structures (hotels, motels, etc.) to convert into affordable units, whether apartments or single rooms with shared facilities. This option would require a dedicated funding source.

The programs above may be pursued in conjunction with any option listed in this report, subject to Mono County resources and staffing availability.

Option 2: Allow limited increased residential RVs use in specific situations.

This option attempts to specifically address the need for shelter options affordable to the workforce and in support of local businesses while limiting the expansion of widespread camping and the potential associated impacts. Code enforcement will remain an ongoing issue. Under this option, residential RV use may be allowed under certain conditions subject to standards to prevent unintended impacts:

A. Allow one RV on certain non-residential parcels with an existing business as workforce shelter:

The existence of an onsite business ties the RV to the business use, and the limit of one RV avoids HCD jurisdiction and additional permitting.

- Recommended non-residential land use designations include Commercial, Mixed Use, Commercial Lodging, Rural Resort, Service Commercial, and Multi-Family Residential – High (to allow for a condominium manager, for example).
- Other non-residential land use designation options include Agriculture, Industrial, Industrial Park, Natural Habitat Protection, Open Space, Public Facilities, Resource Extraction, Resource Management, and Scenic Area Agriculture.
- Land Use Designation standards are available at https://monocounty.ca.gov/sites/default/files/fileattachments/planning_division/page/9617/2021_land_use_element_final_08-10-21.pdf.

B. The following regulations are recommended for RV placement:

- Development standards must be met, including setbacks, snow storage, lot coverage, etc.
- One parking space for a passenger vehicle associated with the RV is required.
- Utility hook ups (water, sewer, electricity), subject to a building permit, and trash service are required.
- The RV must have a secured immobilization device, such as a wheel boot or tire lock.
- Residential uses must be contained within the vehicle and outdoor furniture, cooking, or living areas are prohibited.
- Exterior lighting must be fully shielded and downward directed, preferred light temperature is 2700K and shall not exceed 3000K, and shall otherwise comply with the Dark Sky Ordinance.
- Property is required to be maintained in a neat and orderly manner.
- Prohibit the following: generators (except for emergency use), accessory structures and attachments not sold with the vehicle (e.g., ramada, porch, etc.), and fire pits.
- In high snow areas (above 7000’ in elevation), RVs are only permitted seasonally from April 30 – November 1.

- Require a Director Review with notice to ensure notification of adjacent neighbors and provide for review of the requirements.
- Require property owner to sign an indemnification agreement with Mono County.
- C. Additional regulations may be considered if desired, such as:
 - Skirting similar to a manufactured home: a non-structural perimeter enclosure of siding, skirting, or similar paneling that connects the unit to the ground, resembling a foundation.
 - General design standards common in Mono County: dark, earthtone colors and non-reflective materials.
 - Or, in lieu of any other aesthetic design features, an appropriate visual screen from public rights-of-way such as a chain link fence with dark, earthtone slats; dense vegetation, etc.
 - Any of the regulations that address aesthetics will help reduce the proliferation of illegal RV use resulting from other people “doing what they see” and will help protect residential and commercial neighborhood aesthetics.
 - Income-based deed restrictions, or a requirement that the resident/renter be an employee of the onsite business (or a business in Mono County). Consider whether business owners are eligible RV residents.

Option 3: Expand residential RV use to other land use designations.

This option is more likely to contribute to widespread camping, proliferation of illegal uses, disincentivizing construction of units that meet life-safety standards, and impacts to residential and commercial aesthetics. The regulations recommended and identified above may prevent some of these impacts, but the expansion of residential RV use beyond a very limited scope will be difficult to enforce.

If the Board wishes to pursue this option, direction to staff is needed on the following parameters:

1. Which land use designations should allow RVs as residences?
 - a. Non-residential land use designations: Commercial, Mixed Use, Commercial Lodging, Rural Resort, Service Commercial, and Multi-Family Residential.
 - b. Residential land use designations: Single Family Residential, Rural Residential, Estate Residential, and Multi-Family Residential Low/Medium.
 - c. Other land use designations, such as Agriculture, Industrial, Industrial Park, Natural Habitat Protection, Open Space, Public Facilities, Resource Extraction, Resource Management, and Scenic Area Agriculture.

Increased land use designations result in increased flexibility for property owners, and also results in increased concerns about the potential for the impacts previously identified. More land use designations are also likely to result in code enforcement needs that far exceed the current capacity, unless no enforcement action is to be taken at all and RVs are to be permitted in any form that they appear on a property. This scenario is likely to have public health and environmental impacts related to sanitation, at a minimum.

2. Should RVs as residences be allowed only on parcels with an existing primary use, or also on vacant parcels?
3. Should RVs only be allowed seasonally (April 30 – November 1) in high snow areas (elevations greater than 7000’)? Or should engineering be required to allow them in high snow areas (note: engineering may be prohibitive).

4. Should the County require owners to income qualify, or is there another way to ensure that residential RV use is limited only to those who need it as an affordable housing option? Or does this issue not need to be addressed?
5. Should the County require an age limit similar to mobile homes (10-years old or newer)? This regulation ensures that the vehicles are in relatively good condition and comply with recent vehicle safety standards.
6. Should the regulations recommended under Option 2B, or considered in 2C, apply?

NEXT STEPS

Staff is requesting guidance from the Board on the options above, and any specific direction on option preferences. The recommended next step is to bring the discussion to the Regional Planning Advisory Committees (RPACs) and Planning Commission for public input and feedback, which will be brought back to the Board at a future meeting.

Please contact Wendy Sugimura (760-924-1814, wsugimura@mono.ca.gov) with any questions.