



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 December 5, 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/88084727262> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 880 8472 7262.

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 880 8472 7262

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 - 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

1. Approval of Board minutes from the October 2023, regular meetings. Approval of Board minutes from the October 2023, special meeting. 2. Approval of Board minutes from the November 2023, regular meetings.

Recommended Action: 1. Approve the Board minutes from October 3, 2023, regular meeting. 2. Approve the Board minutes from October 10, 2023, regular meeting. 3. Approve the Board minutes from October 17, 2023, regular meeting. 4. Approve the Board minutes from October 17, 2023, special meeting. Approve the Board minutes from the November 5, 2023, regular meeting.

Fiscal Impact: None.

B. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 10/31/2023.

Recommended Action: Approve the Treasury Transaction Report for the month ending 10/31/2023.

Fiscal Impact: None

C. Microsoft Office 365 Enterprise Agreement Renewal

Departments: Information Technology

Proposed contract with Microsoft pertaining to our Enterprise Agreement renewal under which the County purchases a variety of software products including Office 365.

Recommended Action: Approve and authorize Board Chair to sign contract with Microsoft for the Riverside County Master Agreement (Microsoft Enterprise Agreement) for the period December 1, 2023, through November 30, 2026 and a not-to-exceed amount of \$300,000.

Fiscal Impact: The initial purchase price of Office 365 licenses under this new Enterprise Agreement is approximately \$97,773 which is fully within the Information Technology Internal Service Fund budget and billed back to user departments.

D. Resolution Authorizing Amendment of the Mono County Allocation List -- Sheriff's Office

Departments: Sheriff's Office

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 I/II/III and add one Fiscal Technical Specialist IV in the Office of the Sheriff.

Recommended Action: Adopt proposed resolution. Provide any desired direction to staff.

Fiscal Impact: None. There is sufficient funding in the Sheriff's Office budget for the position.

E. Public Works - Parks and Facilities Supervisor

Departments: Public Works - Facilities

Eric Eilts is being recommended for promotion from Craftworker Step E to a Parks and Facilities Supervisor Step C.

Recommended Action: Authorize the promotion of existing employee Eric Eilts from Craftworker Step E to a Parks and Facilities Supervisor Step C.

Fiscal Impact: This position is funded by the General Fund. Eric Eilts will be filling the Supervisor position at a Step C which was previously held by Claude Fiddler at a step E, so there will be budget savings of approximately \$4,700 for the remainder of this fiscal year.

F. Consolidation of Elections - Mammoth Unified School District

Departments: Elections

Consolidation of School Bond Election of the Mammoth Unified School District with the Statewide Primary Election on March 5, 2024, and direction to the Mono County Elections Division to conduct the election and canvass the returns.

Recommended Action: Consider and potentially adopt proposed Resolution, Consolidating the School Bond Election called by the Mammoth Unified School District for the Purpose of Submitting to the Voters of the District a measure entitled "Mammoth Unified School District Educator Housing and School Safety and Renovation Measure".

Fiscal Impact: Additional costs associated with adding an extra contest to the ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, the Board of Education of the Mammoth Unified School District shall reimburse the County for these additional costs.

G. Cancellation of December 19, 2023, Regular Meeting of the Board of Supervisors

Departments: County Administrative Office

Cancellation of the December 19, 2023, Board of Supervisors regular meeting.

Recommended Action: Approve the cancellation of the December 19, 2023, Board of Supervisors regular meeting.

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. Caltrans Clean California Agreement Update

Correspondence from Marcella Rose, Sustainable Recreation Coordinator regarding an update on the Caltrans Clean California agreement.

7. REGULAR AGENDA - MORNING

A. Letter from United States Postal Service (USPS) regarding Bridgeport Post Office

Departments: County Administrative Office

20 minutes

(Sandra Moberly, County Administrative Officer) - Discussion on the letter from United States Postal Service (USPS) regarding Bridgeport Post Office.

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

Fiscal Impact: None.

B. Input to the Inyo National Forest and Bureau of Land Management Regarding Proposed Wild Horse Gathering

Departments: County Administrative Office

10 minutes

(Sandra Moberly, County Administrative Officer) - Input to the Inyo National Forest (Inyo) and Bureau of Land Management (BLM) regarding proposed wild horse gathering.

Recommended Action: Approve, and authorize Chair to sign, proposed comment letter to Inyo and the BLM regarding wild horse gathering.

Fiscal Impact: None.

C. United States Department of Agriculture (USDA) Rural Development Broadband Technical Assistance Grant for Hammil Valley Last-Mile Network Design

Departments: Board of Supervisors, Sponsored by Supervisor Gardner

10 minutes

(Scott Armstrong, Regional Broadband Coordinator) - To discuss the United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) Grant Award for Last-Mile Network Design in Hammil Valley, California.

Recommended Action: Approve the USDA RD BTA Grant Award, approve the Grant agreements, and authorize the County Administrator to sign the appropriate USDA RD grant forms and agreements.

Fiscal Impact: Grant award is for actual costs incurred estimated at \$83,000, with no matching required from Mono County.

D. Inyo Mono Advocates for Community Action (IMACA) Update

Departments: Clerk of the Board

5 minutes

(Kelly Barceloux, IMACA Executive Director) - Update from Kelly Barceloux,

IMACA Executive Director.

Recommended Action: None, informational only.

Fiscal Impact: None.

E. Review and Declaration of November 7, 2023, Special District Election Results

Departments: Elections

5 minutes

(Queenie Barnard, Registrar of Voters) - Presentation of certified election results of the November 7, 2023, Special District Election for the Tri-Valley Groundwater Management District.

Recommended Action: Accept certified statement of results of the November 7, 2023, Special District Election, and declare elected to the Tri-Valley Groundwater Management District Director office the following candidate who received the highest number of votes: Donald Moss.

Fiscal Impact: None.

F. Terms and Conditions of Employment - Assistant Clerk-Recorder

Departments: Clerk / Recorder / Registrar / Clerk of the Board of Supervisors

5 minutes

(Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors) - Proposed resolution approving agreement regarding terms and conditions of employment with Salinthia Ybarra as Assistant Clerk-Recorder.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution approving agreement regarding terms and conditions of employment with Salinthia Ybarra as Assistant Clerk-Recorder. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$59,070, of which \$47,605 is salary and \$11,465 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$94,884, of which \$83,538 is salary and \$11,346 is benefits. This is included in the Department's FY 2023/24 approved budget.

G. Property Tax Sharing Agreement - Snowcreek VIII, Mammoth Lakes

Departments: County Administrative Office

15 minutes

(Sandra Moberly, County Administrative Officer) - Proposed resolution Approving a Property Tax Sharing Agreement Related to the Annexation by Mammoth Community Water District (MCWD) of Properties Proposed for Development as "Snowcreek VIII".

Recommended Action: Adopt proposed resolution approving, and authorizing the Chair to sign, property tax sharing agreement with Mammoth Community Water District for the purpose of sharing a portion of the property tax increment which would otherwise be received by the County within tax rate areas 010-011, 010-014, and 010-015 with MCWD.

Fiscal Impact: Shifting of taxes from the County to the Water District is limited to each year's incremental change in value. For FY 2023-24, the estimated property tax revenues shifted from the County to the District is \$1,142. The tax revenues shifted in future years will increase as property values rise.

H. 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 RV in unincorporated Mono County.

Recommended Action: Receive presentation and provide direction to staff.

Fiscal Impact: None.

I. Chapter 8 Tax Sale

Departments: Finance

10 minutes

(Janet Dutcher, Director of Finance) - Purchase Agreement and Resolution authorizing the purchase and sale of tax defaulted property: 350 Mule Deer Road, Walker CA 93517 (APN 002-370-001-000).

Recommended Action: 1. Adopt Resolution authorizing the Purchase and sale of tax defaulted property and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement for tax defaulted property.

Fiscal Impact: Purchase price \$9,410 plus any other costs of sale as reasonably calculated by the Tax Collector.

J. Purchase of Property Located at 34 Kirkwood, Bridgeport, CA

Departments: County Counsel

10 minutes

(Chris Beck, Assistant County Counsel) - Proposed agreement and resolution authorizing the purchase of the property located at 34 Kirkwood Street, Bridgeport, CA 93546.

Recommended Action: 1. Adopt proposed resolution and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement.

Fiscal Impact: Purchase price of \$45,000, with funds available in the Affordable Housing fund.

K. Public Works Related Supervision

Departments: Public Works

5 minutes

(Paul Roten, Public Works Director) - Mono County Personnel Rule 150 (F)(10) requires Board approval (by a 4/5ths vote) of any decision to hire, or employee transfer, which would result in the employee being supervised by a person who is a relative by blood or marriage. Public Works is seeking Board approval to transfer a current Road Division employee to District 2, where the employee would then be under the supervision of a person who is his second cousin.

Recommended Action: Approve Aaron Dondero to be supervised by his second Cousin Lucio Gonzales in the Roads Division, District 2. (4/5 vote required.)

Fiscal Impact: None.

L. Mono County Jail Facility Update

Departments: Public Works

15 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.

M. Sustainable Outdoors and Recreation Update

Departments: Public Works - Recreation

15 minutes

(Marcella Rose, Sustainable Recreation Coordinator) - An update of activities performed and planned by the Sustainable Outdoors and Recreation division, and request for approval of minor additions to the SOAR Overall Work Program.

Recommended Action: Approve the updated Overall Work Program.

Fiscal Impact: None.

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 - 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. Facts and circumstances: Written threat of litigation made by Sierra del Oro Trading Company, LLC, Paula Richards, Chief Officer, November 8, 2023 (attached).

C. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 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)

1. Approval of Board minutes from the October 2023, regular meetings. Approval of Board minutes from the October 2023, special meeting.
2. Approval of Board minutes from the November 2023, regular meetings.

RECOMMENDED ACTION:

1. Approve the Board minutes from October 3, 2023, regular meeting.
 2. Approve the Board minutes from October 10, 2023, regular meeting.
 3. Approve the Board minutes from October 17, 2023, regular meeting.
 4. Approve the Board minutes from October 17, 2023, special meeting.
- Approve the Board minutes from the November 5, 2023, regular meeting.

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
October 3, 2023 DRAFT Meeting Minutes
October 10, 2023 DRAFT Meeting Minutes
October 17, 2023 DRAFT Meeting Minutes
October 17, 2023 DRAFT Special Meeting Minutes
November 7, 2023 DRAFT Meeting Minutes

History

Time	Who	Approval
11/29/2023 4:22 PM	County Counsel	Yes
11/22/2023 9:03 AM	Finance	Yes
11/29/2023 4:28 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
October 3, 2023**

Backup Recording

Minute Orders

**Resolutions-
Ordinance**

Zoom

M23-222 – M23-234

R23-083 - R23-085

ORD23-006 Used

9:15 AM Meeting called to order by Chair Duggan.

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

Supervisors Absent: Supervisor Peters.

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Paul McFarland, Program Manager for DeChambeau Creek Foundation:

- Provided an update on two local conversations facilitated by Mono Basin Housing Working Group.
- Supporting documents have been added to the County website for the 10/3 meeting.

David Rosky, member of CAC and Mono Basin Housing Working Group:

- Reiterated and corroborated Paul's comments.

Elin Ljung, Mono Basin Housing Working Group:

Note:

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

- Thanked County staff for attending the Mono Basin Housing Working Group meeting.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on access on the backside of Crowley Lake.
- Update on Yosemite access during government shutdown.
- Status of County funds provided had been expended in September.

4. DEPARTMENT/COMMISSION REPORTS

Marjoree Neer, PHN:

- Update on COVID vaccine and tests.
- Announced the start of the County Flu clinics in October.

Supervisor Salcido:

- Asked about how to make an appointment.
- Asked about how to register for the free COVID tests.

Supervisor Gardner:

- Inquired about Flu Clinic availability.

Wendy Sugimura, Community Development Director:

- Update on the Planning Commission meeting.
- Addressed the public comment on policy issue of RVs as residences and code enforcement.
- Discussed a memo that her office had sent to the Board regarding the public comments.

Supervisor Kreitz:

- Requested the memo be agendized for transparency.

5. CONSENT AGENDA

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

A. Review of Emergency Declarations - 2022/23 Winter Storms

Departments: Emergency Management

Review of local declarations of emergency related to 2023 severe winter storms proclaimed on January 10 and February 28, by the Mono County Emergency Services Director and ratified by the Board of Supervisors on January 17, and March 7, respectively (last review date: August 15, 2023).

Note:

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Action: 1) Found that conditions justifying the two emergency declarations made by Mono County as a result of severe winter storms continue to exist and the emergency declarations should remain in place; and (2) Directed staff to agendize a subsequent review of the emergency declarations within 60 days as required by Government Code section 8630.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M23-222

B. Flu Vaccination Clinic Memorandum of Understanding with Education Partners

Departments: Health and Human Services

Proposed Memorandum of Understanding (MOU) with Mono County Office of Education and Mammoth Unified School District pertaining to annual flu vaccination clinics to be provided by Mono County Public Health Division on school campuses.

Action: Approved an MOU with the Mono County Office of Education and Mammoth Unified School District for flu clinics for the period October 1, 2023, through November 30, 2023, and authorized the Health and Human Services Director to sign.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M23-223

C. Recycling and Diversion Services Contract - Organics and Wood Chipping

Departments: Public Works - Solid Waste

Proposed contract with Terra Firma Organics, LLC pertaining to wood and green waste chipping services.

Action: Approved, and authorized Public Works Department Director to sign, contract with Terra Firma Organics, LLC for wood and green waste chipping services for the period July 1, 2023, through December 31, 2024, and a not-to-exceed amount of \$120,000 in any 12-month period.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M23-224

D. Monthly Treasury Transaction Report

Note:

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

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2023.

Action: Approved the Treasury Transaction Report for the month ending 8/31/2023.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M23-225

E. Antelope Valley Regional Planning Advisory Committee Appointment

Departments: Community Development

Appointment of Jim Ricks to the Antelope Valley Regional Planning Advisory Committee.

Action: Appointed Jim Ricks to the Antelope Valley Regional Planning Advisory Committee (RPAC) for the remainder of the term expiring on December 31, 2026, as recommended by Supervisor Peters.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M23-226

F. Approval for Children's Medical Services (CMS) Foster Care Certification Statement

Departments: Health and Human Services, Public Health

Approval of Certification Statement with State of California Health and Human Services Agency, Department of Health Care Services pertaining to the Health Care Program for Children in Foster Care.

Action: Authorized Chair to sign certification statement with State of California Health and Human Services Agency, Department of Health Care Services for the Health Care Program for Children in Foster Care for the period July 1, 2023, through June 30, 2024.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M23-227

G. Agreement with Boxx Modular, Inc.

Departments: Public Works - Solid Waste

Proposed contract with Boxx Modular Inc. pertaining to providing a

Note:

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prefabricated gatehouse. This contract was previously approved by the Board, but never executed by the contractor due to the contractor's need for a longer performance period. It is presented again for Board approval, with an extended performance period.

Action: Approved, and authorized Public Works Director to sign, contract with Boxx Modular Inc. to provide a prefabricated gatehouse for installation at the Pumice Valley Landfill. The contract is for the period January 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$250,000. Find that the project is exempt from review pursuant to the California Environmental Quality Act under the Class 3 (new construction or conversation of small structures) and Class 11 (accessory structures) exemptions and direct staff to file a Notice of Exemption.

Gardner moved; Salcido seconded

Vote: 4 Yes, 0 No, 1 absent

M23-228

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. 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 Northshore Drive.

Action: 1. Received update on the status of repairs. 2. Reviewed the emergency action and found that the emergency repair work is complete and that this item need not appear on future agendas of the Board.

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

M23-229

Chad Senior, Associate Engineer:

- Presented item.

B. Loan to June Lake Chamber of Commerce for Tourism Business Improvement District (TBID) Assessment and Planning

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed agreement with the

Note:

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June Lake Chamber of Commerce pursuant to which County would loan the Chamber funds to investigate and develop materials related to the potential establishment of a Tourism Business Improvement District (TBID) in June Lake, California.

Action: Table item.

Gardner moved; Kreitz seconded

Vote: 2 Yes, 2 No, 1 absent

M23-230

Roll Call:

Duggan – No

Gardner – Yes

Kreitz – Yes

Peters – Absent

Salcido – No

Action: Approve, and authorize Chair to sign, revised loan agreement with the June Lake Chamber of Commerce to support the Chamber's investigation of a possible TBID in June Lake for the period September 5, 2023, through September 4, 2024, and a not-to-exceed amount of \$47,000. With changes to the contract, the payment schedule will be outlined by Finance Director Dutcher.

Duggan moved; Salcido seconded

Vote: 2 Yes, 2 No, 1 absent

M23-231

Roll Call:

Duggan – Y

Gardner – N

Kreitz – N

Peters – Absent

Salcido – Y

Motion failed.

Sandra Moberly, County Administrative Officer:

- Presented item.
- Will bring item back to a meeting when all five supervisors are present.

Mary Booher, Retired Annuitant – Special Projects:

- Provided background on terms of agreement

Ralph Lockhart, June Lake Chamber of Commerce:

- Provided clarity on the proposed loan.

Kevin Larsen, June Lake Chamber of Commerce:

- Provided financial background.

Supervisor Gardner:

- Requested to table item.

Note:

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Janet Dutcher, Finance Director:

- Suggestion on loan term agreements.

Public Comment:

Don Morton:

- Needs more information and recommends delaying.

Julie Brown, Mammoth Mountain, and June Lake:

- In support.

Jeremy Ross, Ernie's Tackle and Ski Shop:

- In support and other businesses are in support.

Break: 10:45 AM

Reconvened: 10:59 AM

C. Discussion regarding Federal Government Shutdown and Potential County Impacts

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Discussion regarding Federal Government Shutdown and Potential County Impacts.

Action: None.

Sandra Moberly, County Administrative Officer:

- Presented item.
- Table item.

D. Terms and Conditions of Employment and Job Description - Health and Human Services

Departments: Health and Human Services

(Kathy Peterson, Health, and Human Services Director) - Board approval of two new position descriptions within the Health and Human Services (HHS) Department (HHS Deputy Director and HHS Chief Fiscal Officer) and approval of terms and conditions of employment reclassifying existing employee Stephanie Butters as HHS Chief Fiscal Officer.

Action: Approved the Health and Human Services Deputy Director and Chief Fiscal Officer position descriptions

Kreitz moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M23-232

Action: Announced fiscal impact and adopted Resolution R23-083, Approving Agreement Regarding Terms and Conditions of Employment for Stephanie Butters as Chief Fiscal Officer.

Note:

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

Fiscal Impact: This item increases spending for the remainder of this fiscal year by \$16,317, of which \$13,777 is salary and \$2,541 is benefits. The annual cost of this position is currently \$156,049. If this item is approved, the annual cost will be \$171,829, of which \$123,427 is salary and \$48,402 is benefits. The fiscal impact of this item is included in the Health and Human Services FY 2023-24 adopted budget.

Kreitz moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

R23-083

Kathy Peterson, Health, and Human Services Director:

- Presented item.

E. Terms and Conditions of Employment and Job Description - County Counsel Office Manager

Departments: County Counsel

(Stacey Simon, County Counsel) - Job description and resolution approving an agreement regarding terms and conditions of employment with Kevin Moss as County Counsel Office Manager, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Approved job description and adopted Resolution R23-084, Approving an agreement regarding terms and conditions of employment with Kevin Moss as County Counsel Office Manager.

Fiscal Impact: This item increases spending for the remainder of this fiscal year by \$4,389, of which \$3,773 is salary and \$616 is benefits. The annual cost of this position is currently \$97,713. If this item is approved, the annual cost will be \$103,624, of which \$79,560 is salary and \$24,064 is benefits. This fiscal impact is included in the County Counsel's FY 2023-24 adopted budget.

Kreitz moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

R23-084

Action: Authorized the Board Chair to execute said agreement on behalf of the County.

Kreitz moved; Gardner seconded

Vote: 4 Yes, 0 No, 1 absent

M23-233

Chris Beck, Assistant County Counsel:

- Presented item.

F. Terms and Conditions of Employment - Housing Opportunities Manager

Note:

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

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed resolution approving a contract with Tyrone Grandstrand as Housing Opportunities Manager, and prescribing the compensation, appointment, and conditions of said employment.

Action: Announced Fiscal Impact. Adopted Resolution R23-085, Approving a contract with Tyrone Grandstrand as Housing Opportunities Manager, and prescribing the compensation, appointment, and conditions of said employment.

Fiscal Impact: The estimated cost of this position for the remainder of the fiscal year is \$132,577, of which \$91,640 is salary and \$40,937 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$171,829, of which \$123,427 is salary and \$48,402 is benefits. This is included in the Department's FY 2023/24 approved budget.

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

R23-085

Action: Authorized the Board Chair to execute said contract on behalf of the County.

Gardner moved; Kreitz seconded

Vote: 4 Yes, 0 No, 1 absent

M23-234

Sandra Moberly, County Administrative Officer:

- Presented item.

Moved to item 9.

8. CLOSED SESSION

Chris Beck, Assistant County Counsel:

- Item 8B. Closed Session - Initiation of Litigation number of potential cases is one instead of three.
- Item 8F. Closed Session – Real Property Negotiation is a duplicate of Item 8D.

Closed Session: 11:22 AM

Reconvened: 12:30 PM

No action to report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

Note:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, Jay Sloane, 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: three.

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: Mono County by: Mary Booher and Sandra Moberly. Negotiating Parties: Garth Moore. Under Negotiation: Price, terms, and conditions.

D. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 15 White Mountain Drive, Chalfant CA 93512. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms, and conditions.

E. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 350 Mule Deer Road, Coleville, CA 96107. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

F. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 15 White Mountain Drive, Chalfant CA 93512. County Negotiator: Mono County by: Sandra Moberly and Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms, and conditions.

Note:

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

G. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- 9/13 – Participated in the NACO Policy Steering Committee meeting.
- Attended the Tribal Constitution meeting.
- 9/19-9/22 – Attended the Annual RCRC meeting.
- Thanked everyone for their participation in the RCRC donation basket for Mono County.
- Discussed the Sustainable Insurance Strategy.
- Announced the celebration of life for Marion Dunn and Cecilia Cargan.

Supervisor Gardner:

- On Tuesday Sept. 12 and Wednesday Sept. 13, I attended Community Housing Conversation meetings in June Lake and Lee Vining sponsored by the Mono Basin Housing Committee. As noted in the Public Comment today, these meetings provided much information about housing issues and activities in the County, and opportunities for residents to express their housing needs and concerns. A document summarizing the results of these meetings is available.
- Also, on Wednesday Sept. 13 I participated with Chair Duggan in a Tribal Consultation meeting with the Kutzadika Tribe in Lee Vining. The meeting was the beginning of the process our Community Development Dept. will use to include the Tribe in its consideration of a project in the Mono Basin.
- On Thursday, Sept. 14, I participated in a meeting of the Financial Committee for the Eastern Sierra Climate and Communities Resilient Project. There was discussion of the proposed process by which this project will be funded over the next several years.
- On Thursday Sept. 21 I participated in the monthly meeting of the June Lake Chamber of Commerce Board. Topics at that meeting included the proposed TBID and other Chamber activities.
- Finally, yesterday, I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. We received several updates on recreation-related items, including updates on the CERF and CEDS programs, and ongoing fire and resilience task force projects.

Supervisor Kreitz:

- Attended Housing Community meeting in June Lake. Thanked the community for coming out.

Supervisor Peters:

- Absent, no report.

Supervisor Salcido

- No report.

Moved to Closed Session.

ADJOURNED at 12:30 PM.

ATTEST

Note:

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

RHONDA DUGGAN
CHAIR OF THE BOARD

QUEENIE BARNARD
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
October 10, 2023**

Backup Recording

Minute Orders

Resolutions-

Ordinance

Zoom

M23-235 – M23-239

R23-086 - R23-089

ORD23-007 Used

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

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Salcido.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Kristy Coughlin, Sitelogiq:

- Introduced herself to the Board as a rural County partner.
- Provided background for Sitelogiq.

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

Note:

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

- Reminder of the Joint Town/County meeting next Tuesday, October 17, 2023, in the Mono Lake Room.

4. DEPARTMENT/COMMISSION REPORTS

Paul Roten, Public Works Director:

- Update on the Bridgeport sign project.

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. Fiscal Year 2022-23 County Audit Engagement Letter

Departments: Finance

This audit engagement letter between the County of Mono and the audit firm of Price Paige & Company, and subject to an existing contract for services entered into on June 6, 2023, establishes an understanding about the audit services to be performed and the responsibilities of each party.

Action: Approved and authorized the Chair of the Board of Supervisors to sign, the Fiscal Year (FY) 2022-23 audit engagement letter between the County of Mono and the audit firm of Price Paige & Company.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-235

B. Fiscal Year 2023-24 Budget Adjustments - Capital Expenditures

Departments: County Administrative Office

Two budget adjustments have come forward requiring board approval since the FY 2023-24 Budget was adopted September 12, 2023. The Fleet has two Capital Purchases that were budgeted and ordered in Fiscal Year FY 2022-23 but received after July 1, 2023. Additionally, the Office of Emergency Management moved forward with a grant agreement for a joint project with Eastern Sierra Council of Governments for the predevelopment of a Biomass facility, requiring both a revenue and expenditure adjustment in the Mono County Capital Improvements Project budget.

Action: Approved the attached two appropriation transfer requests for capital expenditures in FY 2023-24, one for the Fleet budget for capital purchases in FY 2022-23 received after July 1, 2023, and one for the Office of Emergency Management Capital Project for Biomass project execution. (4/5 vote is required.)

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

Note:

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

M23-236

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

Departments: County Administrative Office

Side letters to Memoranda of Understanding (MOUs) between the County of Mono and the Mono County Paramedic Fire Rescue Association and the Mono County Correctional Deputy Sheriffs' Association authorizing special travel stipends for certain employees who experienced extended commutes during the Highway 395 closure this winter and superseding and replacing the side letter adopted by R23-053.

Action: Adopted Resolution R23-086, Approving side letters to the MOUs to authorize special travel stipends for extended commutes during the Highway 395 closure this winter.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-086

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

Departments: Economic Development

Proposed resolution approving the Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo and Mono Counties as prepared and authorizing the Eastern Sierra Council of Governments to submit to the U.S. Economic Development Administration.

Action: Adopted Resolution R23-087, Approving the Eastern Sierra Comprehensive Economic Development Strategy for Alpine, Inyo and Mono Counties as prepared and authorizing the Eastern Sierra Council of Governments to submit to the U.S. Economic Development Administration.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-087

Supervisor Gardner:

- Requested to have the report agendized.

E. Resolution Authorizing the Amendment to the Mono County Allocation List for the Behavioral Health Department

Departments: Human Resources

Note:

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

Proposed resolution of the Mono County Board of Supervisors authorizing the CAO to amend the Mono County allocation list to remove one Director of Clinical Services position and replace it with one Clinical Services Manager in the Department of Behavioral Health.

Action: Adopted Resolution R23-088, Authorizing the CAO to amend the Mono County allocation list to remove one Director of Clinical Services position and replace it with one Clinical Services Manager in the Department of Behavioral Health.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-088

F. Resolution Adopting Amended Access Control Policy (Administrative Policies and Procedures Manual H-2)

Departments: County Administrative Office

Proposed resolution adopting amended policy regarding electronic access to county offices and buildings for county staff and directing codification of the amended policy as H-2 - ACCESS CONTROL POLICY in the Mono County Policies and Procedures Manual to replace the existing policy.

Action: Adopted Resolution R23-089, Adopting amended Access Control Policy (H-2) and directing codification of the amended policy in the Mono County Policies and Procedures Manual.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-089

G. Stryker Gurney/Load System Purchase

Departments: Emergency Medical Services

Two Stryker gurneys & load systems were included in the Emergency Medical Services (EMS) budget for FY 23-24. The amount of \$127,286 is the total cost of these items but is above the threshold of CAO signing authority. This item is to request the Board approve and authorize the CAO to sign, a purchase agreement and accompanying purchase orders (POs) with Stryker to purchase these items on behalf of Mono County.

Action: Approved, and authorized CAO to sign, agreement and accompanying POs to purchase two Stryker gurneys & load systems on behalf of the County in an amount not to exceed \$127,286.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-237

Note:

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

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: Potential Moratorium on Overnight Rentals in Multi-Family Residential Units

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Consider imposing a moratorium on all new short-term and transient overnight rentals in multi-family residential units regardless of land use designation for 45 days, with the potential for an extension.

Action: To **NOT** adopt an emergency Ordinance ORD23-007, Temporarily suspending approval of new short-term and transient overnight rentals in multi-family residential units in all land use designations and direct staff to return with a potential extension before the 45-day expiration.

Peters moved

Motion did not carry

Action: Held Public Hearing. Adopted the emergency Ordinance ORD23-007, Temporarily suspending approval of new short-term and transient overnight rentals in multi-family residential units in all land use designations and direct staff to return with a potential extension before the 45-day expiration. The following shall be exempt from the moratorium established by this Resolution:

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, one unit may be rented on a nightly basis subject to existing regulations and standards, provided the other unit is occupied by the owner and such occupancy is verified to the satisfaction of the County.

Kreitz moved; Gardner seconded

Vote: 3 Yes, 2 No

M23-238

Note:

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

Kreitz moved; Gardner seconded

Vote: 3 Yes, 2 No

ORD23-007

Motion failed 4/5th vote required

Vote:

Duggan – Y
Gardner – Y
Kreitz - Y
Peters -N
Salcido – N

Wendy Sugimura, Community Development Director:

- Presented item.
- Clarified the new emergency moratorium vs the current moratorium.

Open Public Hearing: 9:33 AM

Public Comment:

Don Morton, June Lake Resident:

- Discussed how the proposed ordinance affects his community in June Lake.

Closed Public Hearing: 9:52 AM

Consensus:

Kreitz – Supports
Peters – Does not support
Gardner - Supports
Salcido – Does not support
Duggan – Does not support

Break: 10:24 AM

Reconvened: 10:37 AM

B. Mono County Jail Facility - Update

Departments: Public Works

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

Action: None.

Paul Roten, Public Works Director:

- Presented item.

C. Contract with MIG, Inc. for a Short-Term Rental Housing Study

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Proposed contract with

Note:

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

MIG, Inc. pertaining to a study of the impacts of short-term rentals on the housing situation in Mono County.

Action: Approved, and authorized the CAO to sign, contract with MIG, Inc. for a Short-Term Rental Housing Study for the period September 12, 2023, through December 31, 2024, and a not-to-exceed amount of \$70,870 and to exclude optional task #4.

Gardner moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-239

Wendy Sugimura, Community Development Director:

- Presented item.

Supervisor Peters:

- Requested to see results for each community.

Supervisor Kreitz:

- Requested the most current 2020 Census data.
- To exclude the optional task, task #4.

D. Update on Broadband in Mono County and Initiation of a Mono County Broadband Strategic Plan

Departments: Board of Supervisors

(Scott Armstrong, Regional Broadband Coordinator) - Presentation by Scott Armstrong regarding updates on the Inyo-Mono Broadband Consortium (IMBC) work and California Broadband Cooperative (CBC) digital.

Recommended Action: None.

Fiscal Impact: None.

Scott Armstrong, Regional Broadband Coordinator:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 12:05 PM

Reconvened 12:55 PM

No action to report out of Closed Session.

Moved to Adjournment.

A. Closed Session - Labor Negotiations

Note:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, Jay Sloane, 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: three.

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 and Sandra Moberly. Negotiating Parties: Garth Moore 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 Address: 15 White Mountain Drive, Chalfant CA 93512. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

E. Closed Session – Real Property Negotiation

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property Address: 350 Mule Deer Road, Coleville, CA 96107. County Negotiator: Mono County by: Sandra Moberly, Mary Booher. Negotiating Parties: Mono County Tax Collector. Under Negotiation: Price, terms and conditions.

F. 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: Garth Moore and County of Mono. Under Negotiation: Price, terms, and conditions.

G. Closed Session - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Note:

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

Chair Duggan:

- No report.

Supervisor Gardner:

- Last Wednesday Oct. 4 I chaired the quarterly meeting of the Mono County First 5 Commission. Topics at that meeting included approval of several contracts, updates about several First 5 programs, and a review of the budget.
- On Thursday Oct. 5 I participated in a meeting with Kutzadika Tribal Chair Charlotte Lange and others about state assistance for a Homekey housing project in Lee Vining. More information is being developed about this opportunity.
- On Friday Oct. 6 I joined the Kutzadika Tribal Council meeting. My primary task was to provide an update to the Tribe about progress on their effort to receive Federal recognition. I have reached out to Rep. Kiley and his staff in response to his pledge in September to provide a progress report on the legislation but have not heard anything to date.
- Yesterday I participated in the monthly meeting of the Mono Basin Housing Committee. We reviewed the results of the two Housing Community meetings in September and discussed moving ahead with planning for a Community Housing Trust.

Supervisor Kreitz:

- No report.

Supervisor Peters:

- Attended the two annual fundraising events:
 1. Antelope Valley Deer Hunters Dinner
 2. Bridgeport Fish Enhancement Tournament
- 9/28 – Attended the IMACA meeting.
- Met with the Forest Service and County Road Department to discuss signage.
- 10/5 – Attended the Antelope Valley RPAC.
- 10/2 – 10/3 Attended the WIR Board meeting in Wyoming.

Supervisor Salcido:

- Attended the Mammoth Voices meeting.
- Attended the opening of the new tennis courts and pickle ball courts in the Town of Mammoth Lakes Community Center.

Moved to Closed Session.

ADJOURNED at 12:56 PM

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

Note:

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

DANIELLE PATRICK
SENIOR DEPUTY CLERK OF THE BOARD

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



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

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

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

**Regular Meeting
October 17, 2023**

Backup Recording

Minute Orders

Resolutions-

Ordinance

Zoom

M23-240 – M23-245

R23-090 - R23-094

ORD23-007 Used

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

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Peters.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Aron Murillo:

- Following up on his request and would like to know the status of the request of the Community Development "memo" item.

Sandra Moberly, County Administrative Officer:

- Informed Aron that his request will be heard at the 11/7 Board of Supervisors meeting.

Note:

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- No report.

4. DEPARTMENT/COMMISSION REPORTS

Wendy Sugimura, Community Development Director:

- Introduced the new Community Development Planner, Aaron Washco.

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 June 2023, regular meetings.

Action: 1. Approved the Board minutes from the June 6, 2023, regular meeting.

2. Approved the Board minutes from the June 13, 2023, regular meeting. 3.

Approved the Board minutes from the June 20, 2023, regular meeting.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No

M23-240

B. Amendment to the Mono County Allocation List for the Health and Human Services Department

Departments: Human Resources

Proposed resolution of the Mono County Board of Supervisors authorizing the CAO to amend the County of Mono List of Allocated Positions in the Department of Health and Human Services to eliminate one Fiscal & Administrative Services Officer and add one Fiscal & Administrative Services Officer I/II, add one Supervising Integrated Case Worker, and add one part time Senior Services Site Attendant. These positions were intended to be approved during the budget adoption, but there was an oversight, and this item corrects the error.

Action: Adopted Resolution R23-090, Authorizing the CAO to amend the County of Mono List of Allocated Positions in the Department of Health and Human Services to eliminate one Fiscal & Administrative Services Officer and add one Fiscal & Administrative Services Officer I/II, add one Supervising Integrated Case Worker, and add one part time Senior Services Site Attendant.

Gardner moved; Kreitz seconded

Note:

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

Vote: 5 Yes, 0 No
R23-090

C. Service/Lube Truck Acquisition

Departments: Public Works - Roads

Proposed purchase of 2024 Freightliner 108 SD from Valew Quality Truck Bodies.

Action: Authorized Public Works Director to purchase 2024 Freightliner 108 SD on behalf of the County in an amount not to exceed \$335,000.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No
M23-241

D. Contract Amendment with Mental Health Services Oversight and Accountability Commission for Mental Health School Services Act Grant Funds

Departments: Behavioral Health

Proposed contract amendment with Mental Health Services Oversight and Accountability Commission for Mental Health School Services Act grant funds.

Action: (1) Approved County entry into proposed contract amendment and authorize CAO to execute said contract amendment, and (2) Delegated authority to CAO to approve future minor changes or revisions that do not substantively alter the agreement or significantly change the contract amount and are approved as to form by County Counsel.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No
M23-242

E. Contract with Sierra Electronics for County Radio Systems

Departments: Information Technology

Proposed contract with Sierra Electronics pertaining to radio and technology support services through June 30, 2024.

Action: Approved contract with Sierra Electronics for radio and technology support services for the period July 1, 2023, through June 30, 2024, and a not-to-exceed amount of \$150,000.

Gardner moved; Kreitz seconded

Vote: 5 Yes, 0 No
M23-243

Note:

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

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. Job Description and Terms and Conditions of Employment - Clinical Services Manager

Departments: Behavioral Health

(Robin Roberts, Behavior Health Director) - Job description and resolution approving terms and conditions of employment for Adriana Niculescu as Clinical Services Manager (Behavioral Health).

Action: Announced Fiscal Impact. Approved job description and adopted Resolution R23-091, Approving terms and conditions of employment for Adriana Niculescu as Clinical Services Manager (Behavioral Health).

Fiscal Impact: The estimated increase in cost of this position for the remainder of the fiscal year is estimated at \$6,595, with \$4,844 as salary and \$1,751 as benefits. The overall cost of this position for the remainder of the fiscal year is, \$111,674, of which \$82,280 is salary and \$29,394 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$158,171 of which \$123,424 is salary and \$34,747 is benefits. This is included in the Department's FY 2023/24 adopted budget.

Gardner moved; Peters seconded

Vote: 5 Yes, 0 No

R23-091

Action: Authorized the Board Chair to execute said contract, approving terms, and conditions of employment for Adriana Niculescu as Clinical Services Manager (Behavioral Health) on behalf of the County.

Gardner moved; Peters seconded

Vote: 5 Yes, 0 No

M23-244

Robin Roberts, Behavior Health Director:

- Presented item.

B. Amendment to Agreements Regarding Terms and Conditions of Employment to Reflect Reimbursement for Moving Expenses

Departments: County Administrative Office

(Sandra Moberly, County Administrative Officer) - Proposed resolutions

Note:

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

approving an Amendment to the Agreement Regarding Terms and Conditions of Employment for Tyrone Grandstrand, Housing Opportunities Manager, Christine Bouchard, Assistant County Administrative Officer, and Michael Martinez, Director of Information Technology. The amendments add reimbursement for moving expenses, which was previously approved by the Board and inadvertently omitted from the original Agreements.

Action: Announced Fiscal Impact. Adopted Resolutions R23-092, R23-093, and R23-094, Approving Amendment to Agreements Regarding Terms and Conditions of Employment of Tyrone Grandstrand, Christine Bouchard, and Michael Martinez.

Fiscal Impact: The Amendment provides Mr. Grandstrand, Ms. Bouchard, and Mr. Martinez up to \$5,000 reimbursement for moving expenses, which must be reimbursed pro-rata if any of them voluntarily separates from employment within two years. This reimbursement is subject to income tax and subject to withholding from the employees' paychecks.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

R23-092, R23-093, R23-094

Action: Approved Amendment to Agreements Regarding Terms and Conditions of Employment of Tyrone Grandstrand, Christine Bouchard, and Michael Martinez and authorized the Board Chair to execute said Amendments on behalf of the County.

Kreitz moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-245

Sandra Moberly, County Administrative Officer:

- Presented item.

C. Department Overview - Clerk / Recorder / Registrar / Clerk of the Board of Supervisors

Departments: Clerk / Recorder / Registrar / Clerk of the Board of Supervisors

(Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors) - Presentation by Queenie Barnard regarding the Clerk / Recorder / Registrar / Clerk of the Board of Supervisors Overview.

Action: None.

Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors:

- Presented item.

D. Department Overview - Emergency Medical Services

Departments: Emergency Medical Services

Note:

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

(Bryan Bullock, Chief Emergency Medical Services) - Presentation by Bryan Bullock regarding Emergency Medical Services Department Overview.

Action: None.

Bryan Bullock, Chief Emergency Medical Services:

- Presented item.

Moved to Board Reports.

8. CLOSED SESSION

Closed Session: 10:55 AM

Reconvened: 11:44 AM

No action 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): Sandra Moberly, Mary Booher, Stacey Simon, Janet Dutcher, Jay Sloane, 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 - Public Employee Evaluation

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

9. BOARD MEMBER REPORTS

Chair Duggan:

- 10/11 – Participated in the NACO Policy Steering Committee meeting.
- 10/11 – Attended the NACO Woman's Leadership meeting.

Supervisor Gardner:

- Last Wednesday Oct. 11 I met with members of the Silver Lake Association to talk about their concerns regarding the impact of the Rush Creek Dam System and the SCE Recommissioning Project. The concern centers around the continued buildup of silt in Silver Lake over the years from the activities upstream.
- On Thursday Oct. 12 I participated in the quarterly meeting of the Yosemite Gateway Partnership. Topics at that meeting included a presentation from Mariposa Trails, an update about the seismic work at the Ahwahnee Hotel, a briefing from the Yosemite Conservancy, information from YARTS, and an update from Park Supt. Cicely Muldoon. We learned the Tuolumne Campground will be closed again next summer to complete

Note:

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the construction project.

- On Friday Oct. 13 I participated with Supervisor Kreitz and CAO Moberly in a meeting with Kutzadika Tribal Council members and others about a possible Homekey housing project. We agreed to continue to work on this idea in the future.

Supervisor Kreitz:

- October 11 – I participated in a call with Eastern Sierra Community Housing Executive Director and California Housing and Community Development Section Chief Lindy Sugg to discuss the Valley Apartments owned by IMACA and located in Bishop. The consensus is that for the property to be financially viable Housing Choice Vouchers will be necessary. The next step is to set up a call with the Stanislaus Housing Authority Executive Director to discuss the availability of Vouchers.
- Later that day I attended a special meeting of the Eastern Sierra Community Housing Board. The Board received an update on the Access Apartments and approved a resolution approving a grant application to the State Department of Housing and Community Development for the Emergency Solutions Grants Program in the amount of \$66, 677.
- October 12 – I participated in the CERF Equity, Climate and Labor Subcommittee meeting. We discussed the upcoming application for funding for our region and the five sectors currently being considered for funding and focus.
- Later that day I participated in a special meeting of the Local Agency Formation Commission. The Commission approved a Birchim Community Service District Sphere of Influence amendment, and the Birchim Community Service District Annexation.
- October 13 – I participated in a discussion about a possible Homekey Housing project with the Mono Lake Tribe.

Supervisor Peters:

- Attended the Bridgeport RPAC meeting.
- Mountain Warfare Training Community Leaders Luncheon was cancelled.

Supervisor Salcido:

- 10/16 – Attended the YARTS meeting.

Moved to Closed Session.

ADJOURNED at 11:45 AM.

ATTEST

**RHONDA DUGGAN
CHAIR OF THE BOARD**

Note:

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

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
Joint Town / County Special Meeting
STATE OF CALIFORNIA**

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

**Special Meeting
October 17, 2023**

4:01 PM Meeting called to order by Chair Duggan.

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Councilman Wentworth.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

2. AGENDA ITEMS

A. Update from Mono County and Town of Mammoth Lakes Staff Regarding Housing Programs and Projects

(Sandra Moberly, County Administrative Officer; Dan Holler, Town Manager) - Mono County and Town of Mammoth Lakes staff will provide an update on the current/anticipated housing programs and potential funding sources.

Action: None.

Sandra Moberly,

- Discussed the staff report and the current status of Mono County's Housing program.
- Announced the hiring of a Housing Authority's Manager.

Note:

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

Supervisor Kreitz:

- Discussed the County funding with the Eastern Sierra Community Housing and the hiring of one navigator.
- Stated that there was \$150,000 missing from the list that the Department of Social Services contributed to access apartments in the Town of Mammoth Lakes.

Nolan Bobroff, Associate Planner - Housing Coordinator Town of Mammoth Lakes

- Presented Town of Mammoth Lakes Housing Programs.

B. Update on the Eastern Sierra Climate and Communities Resilience Project (ESCCRP) (Mammoth Donut)

(Sandra Moberly, County Administrative Officer; Dan Holler, Town Manager) - The Eastern Sierra Climate and Communities Resilience Project (ESCCRP) is a 56,000-acre collaborative forest restoration project located on the Inyo National Forest in the Eastern Sierra, generally surrounding Town of Mammoth Lakes. The project is expected to take place over the next several years and will require many different funding sources to ensure completion.

Action: None.

Sandra Moberly, County Administrative Officer:

- Introduced item.

Dan Holler, Town Manager:

- Provided background.

Janet Hatfield, Eastern Sierra Climate and Communities Resilience Project:

- Discussed the current work with financial advisory team.
- Provided an update on work for the week.

Public Comment:

Fire Chief: Ales Tomaier:

- Discussed the “wicked problem” and the biomass problem.

C. Update from Mono County and Town of Mammoth Lakes Staff Regarding Potential Housing Funding Sources

(Sandra Moberly, County Administrative Officer; Dan Holler, Town Manager) - Mono County and Mammoth Lakes Town staff will provide an update on the various funding sources for housing projects and programs.

Action: None.

Dan Holler, Town Manager:

- Presented item.

D. Update from Mono County and Town of Mammoth Lakes Staff Regarding After Action Reports

Note:

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

(Sandra Moberly, County Administrative Officer; Dan Holler, Town Manager) - Opportunity for County and Town staff to provide an update on the after-action reports related to the 2023 Snow Emergency.

Action: None.

Sandra Moberly, County Administrative Officer:

- Provided a brief summary (staff report) of the County's process on the developing After-Action Report.

Chris Mokracek, Mono County Emergency Management:

- Provided an update on his process of the After-Action Report and the departments that he has been working with.
- Discussed the role of the County.
- Announced that October is Fire Prevention month.

Public Comment:

Archie Balish, Mammoth Lakes Fire District:

- Provided an update on the collaborative work with the Town.
- Suggested approaching Caltrans and the Forest Service.

ADJOURNED at 5:49 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
November 7, 2023**

Backup Recording

Minute Orders

Resolutions

Ordinance

Zoom

M23-246 – M23-260

R23-095 - R23-099

ORD23-007 Used

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

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Gardner.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Paula Richards, Rock Creek Ranch:

- Asked the Board to agendize her project.

2. RECOGNITIONS

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

Departments: Public Works - Facilities

Note:

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

(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.

Action: Approved proclamation recognizing Claude Fiddler as amended.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-246

Paul Roten, Public Works Director:

- Presented item.

Stacey Simon, County Counsel:

- Clarified the date and will update the proclamation.

3. COUNTY ADMINISTRATIVE OFFICER

Sandra Moberly, County Administrative Officer:

- Update on Tyrone Grandstrand and the Housing Authority position moving forward.

4. DEPARTMENT/COMMISSION REPORTS

Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors:

- Update on the Elections today for the Tri-Valley Ground Water Management District.
- Update on Primary Elections in March of 2024 for candidate filings.

Stacey Simon, County Counsel:

- Clarified bringing the Elections update back to the Board for further discussion as an agenda item.

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

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

Peters moved; Salcido seconded

Note:

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

Vote: 5 Yes, 0 No
M23-247

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.

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

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-248

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.

Action: Approved, and authorized 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.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-249

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.

Note:

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

Action: Adopted Resolution.R23-095, Amending 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.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-095

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.

Action: None, item pulled.

Pulled item.

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.

Action: Adopted Resolution R23-096, 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.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-096

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.

Action: Approved, and authorized Chair to sign, contract with Victoria L.

Note:

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

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.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-250

H. Public Works Reclassification

Departments: Public Works

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

Action: Approved 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.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-251

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.

Action: 1. Adopted Resolution R23-097, Authorizing entry into an agreement with California State Parks for snow removal services at Rock Creek SNO-Park.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-097

2. Authorized Public Works Director to sign agreement C23550014 between the California Department of Parks and Recreation and Mono County Public Works.

Peters moved; Salcido seconded

Vote: 5 Yes, 0 No

M23-252

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.

Action: Approved 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.

Note:

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

Peters moved; Salcido seconded
Vote: 5 Yes, 0 No
M23-253

K. Monthly Treasury Transaction Report

Departments: Finance

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

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

Peters moved; Salcido seconded
Vote: 5 Yes, 0 No
M23-254

L. Quarterly Investment Report

Departments: Finance

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

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

Peters moved; Salcido seconded
Vote: 5 Yes, 0 No
M23-255

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.

Supervisor Peters:

- Asked to agendize this for further discussion.

Note:

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

7. REGULAR AGENDA - MORNING

A. Winter Seasonal Outlook Presentation

Departments: Clerk of the Board

(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.

Action: None.

Dawn Johnson, National Weather Service (NWS) Reno:

- Presented item.

B. Winter Operations Update - Caltrans

Departments: Clerk of the Board

(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.

Action: None.

Ryan Dermody, District 9 Director:

- Presented item.

Terry Erlwein, Deputy District 9 Director:

- Presented item.

Joshua Luadquisa, Caltrans Maintenance Area Superintendent:

- Presented item.

Public Comment:

Sarah Walsh:

- Discussed the closure of highway 158 and the impact of the closure on the local businesses.

Wendy Sugimura, Community Development Director:

- Clarified signage update.

Break: 10: 40 AM

Reconvened: 10:58 AM

C. 2023 Winter Storm Response and 2024 Winter Preparedness

Departments: Emergency Management

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

Note:

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

Winter preparedness.

Action: None.

Chris Mokracek, Director of Emergency Management:

- Presented item.

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

Departments: County Administrative Office

(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.

Action: None.

Kristi More, TFG (The Ferguson Group):

- Presented item.
- Introduced Jeremiah Van Auken.

E. Mono County Jail Facility - Update

Departments: Public Works

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

Action: None.

Paul Roten, Public Works Director:

- Presented item.

Stacey Simon, County Counsel:

- Announced that we are moving to Closed Session, we will reconvene with Item #9a, and then move onto Item #7f.

Moved to Closed Session.

F. Capital Improvement Plan Workshop

Departments: Public Works

(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.

Action: None.

Paul Roten, Public Works Director:

Note:

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

- Presented item.

G. 2024 Calendar of Meetings of the Board of Supervisors

Departments: Clerk of the Board

(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 the 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.

Action: Approved calendar of meetings for 2024, with the cancellation of January 2, February 13, July 16, and November 19.

Kreitz moved; Peters seconded

Vote: 5 Yes, 0 No

M23-256

Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors:

- Presented item.

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

Departments: Clerk of the Board

(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.

Action: 1) Appointed Supervisor Duggan as the 2024 RCRC, GSFA, GSCA, and ESJPA Delegate; and 2) Appointed a Supervisor Salcido as the 2024 RCRC, GSFA, GSCA, and Supervisor Duggan as the ESJPA First Alternate; and 3) Appointed Chad Senior as the 2024 RCRC ESJPA Second Alternate.

Peters moved; Kreitz seconded

Vote: 5 Yes, 0 No

Note:

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M23-257

Queenie Barnard, Clerk-Recorder-Registrar-Clerk of the Board of Supervisors:

- Presented item.

RCRC

Duggan

Alt – Salcido

ESJPA Delegate – Chad Senior

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

Departments: Board of Supervisors

(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.

Action: Nominated Supervisor Peters 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, nominated Supervisor Kreitz as the alternate member.

Salcido moved; Gardner seconded

Vote: 5 Yes, 0 No

M23-258

Queenie Barnard, Clerk – Recorder – Registrar – Clerk of the Board of Supervisors:

- Presented item.

Supervisor Salcido:

- Nominated Supervisor Peters as member and Kreitz as alternate member.

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

Departments: Health and Human Services

(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.

Note:

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

Action: Announced fiscal impact and adopted Resolution R23-098, Approving Agreement Regarding Terms and Conditions of Employment for Thomas Boo, MD as Public Health Officer.

Gardner moved; Salcido seconded

Vote: 5 Yes, 0 No

R23-098

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.

Kathryn Peterson, Health, and Human Services Director:

- Presented item.

Moved to Item #9b.

8. CLOSED SESSION

Closed Session: 12:07 PM

Reconvened: 1:39 PM

Chair Duggan:

- Item d. – Directed staff to explore our uses for the property that meet our priorities.
- Item e. – Directed staff to move forward with the tax sale.

Stacey Simon, County Counsel:

- Clarification on Item e. sale will not move forward tomorrow due to a missed deadline for deposit therefore sale will be moved forward to February.

Moved to Item #9a.

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

Note:

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

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 Booher Negotiating Parties: Mono County Treasurer/Tax Collector Under 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
(Mary Booher, Retired Annuitant – Special Projects) - Presentation by Mary Booher providing an update on activities related to increasing housing in Mono County.

Action: None.

Mary Booher, Retired Annuitant – Special Projects:

- Presented item.

Sandra Moberly, County Administrative Officer:

- Offered to bring this item coming back for further discussion.

Note:

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

Public Comment:

Don Morton:

- Discussed the June Lake project.

Moved to Item #7f.

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

Departments: County Administrative Office

(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.

Action: Approved to allocate the \$600,000 to the Ad Hoc Committee in order to help close the gap for construction of the project.

Gardner moved; Salcido seconded

Vote: 4 Yes, 1 No

M23-260

Patricia Robertson, Mammoth Lakes Housing:

- Presented item.

Public Comment:

In person MLR

1. Sandy Logan, resident:
 - support for the project
2. Paul McFarlan:
 - support for the project
3. Jake Supa:
 - support for the project
4. Elin Ljung:
 - support for the project
5. Contractor:
 - Discussed the engineering of the project.

Vote:

Chair Duggan: Y

Supervisor Gardner: Y

Supervisor Kreitz: Y

Supervisor Peters: N

Supervisor Salcido: Y

Note:

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

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

Departments: Community Development

(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.

Action: Motion to reconsider (4/5 vote is required). Motion failed.

Wendy Sugimura, Community Development Director:

- Presented item.

Moved to Item 9e.

Vote:

Chair Duggan: N
Supervisor Gardner: Y
Supervisor Kreitz: N
Supervisor Peters: N
Supervisor Salcido: Y

Supervisor Kreitz left after this item.

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

Departments: Community Development

(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).

Action: None, item pulled.

Item pulled.

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

Departments: Community Development

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

Action: None, item tabled to 12/5 meeting.

Public Comment:

Elin Ljung:

Note:

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- Discussed the order of the housing items and suggested that the housing items be placed on the agenda earlier.

Jake Suppa:

- Discussed the possibility of provision options offered in the future.

Supervisor Gardner:

- Item tabled to the 12/5 meeting.

Moved to Adjournment.

10. BOARD MEMBER REPORTS

Chair Duggan:

- **No report.**

Supervisor Gardner:

- On Thursday Oct. 19 I participated in the regular meeting of the Eastern Sierra Council of Governments. Topics at that meeting included an update on regional air service in Bishop, a discussion about regional parks and athletic fields capacity, an update on the Community Economic Resiliency Fund (CERF), approval of the Comprehensive Economic Development Strategy (CEDs), and an update on Inyo Mono Broadband Consortium activities.
- Also, on Oct. 19 I participated in a meeting of the Financial Advisory Team which is part of the Eastern Sierra Climate and Community Resilience Project. We reviewed financial details and plans for the project.
- On Wednesday, Oct. 25 I attended a webinar about Mono Lake sponsored by the Southern California Water Dialogue.
- Also, on Oct. 25 I participated in a meeting of the Mono Basin RPAC. Topics at that meeting included the Regional Transportation Plan, and updates on the Pumice Valley Landfill and Conway Ranch.
- On Thursday, Oct. 26 I chaired the quarterly meeting of the Collaborative Planning Team. Topics at that meeting included a discussion about the use of RVs as residences and a presentation about the Regional Transportation Plan.
- On Oct. 27 I participated in a webinar with the Recreate Responsibly organization. This was an excellent review of ongoing responsible recreation activities across the nation and in California.
- Last Friday, Nov. 3, I participated in the monthly meeting of the Kutzadika Tribal Council. We discussed the status of the Tribe's Federal Recognition legislation in Congress.
- Yesterday I joined others in the region for the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. We reviewed several ongoing projects and got an update on the CERF status and ESCOG activities.
- Finally, last night I participated in the monthly meeting of the Mono Basin Housing Committee. We discussed the next steps in starting a Community Housing Trust.

Supervisor Kreitz:

- No report.

Supervisor Peters:

- No report.

Supervisor Salcido:

- October 17 - Joint meeting of Mono County Board of Supervisors and Mammoth Lakes Town Council. Items discussed included housing, EIFD and forest preservation funding.

Note:

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- October 18 - Town of Mammoth Lakes Council Meeting
- October 19 - ESCOG - received an update on winter regional air service. The new toilet is finally installed in Buttermilks.
- October 19 - ESCCRP Financial Advisory Team regarding the exploration of funding for forest preservation efforts and the work being advanced by White Bark and other agencies.
- October 20 - CERF Local Government Subcommittee
- October 27 - CERF - HRTC, High Road Transition Committee. Clarification of state guidance
- October 30 - CSAC Health and Human Services Policy Committee. Decision by group to take a “no position” on the upcoming ballot measure. Proposition 1 consists of proposed statutory changes to reform the state’s behavioral health system and create more supportive housing and behavioral health treatment resources.
- November 6 - ESSRP meeting with updates on agency activities.

ADJOURNED at 3:57PM.

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 December 5, 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 10/31/2023.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 10/31/2023.

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 10/31/2023

History

Time	Who	Approval
11/29/2023 1:20 PM	County Counsel	Yes
11/14/2023 10:26 AM	Finance	Yes
11/29/2023 1:52 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 9/30/2023, End Date: 10/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	10/13/2023	3137EAEU9	1,000,000.00	FHLMC 0.375 7/21/2025	92.05	920,470.00	854.17	5.13	921,324.17
Buy	10/16/2023	91282CCL3	1,000,000.00	T-Note 0.375 7/15/2024	96.34	963,437.50	947.69	5.43	964,385.19
Buy	10/18/2023	3133ELV92	1,000,000.00	FFCB 0.77 7/20/2027	85.70	856,990.00	1,882.22	4.99	858,872.22
Buy	10/24/2023	3133EPZN8	1,000,000.00	FFCB 5 10/24/2028	100.11	1,001,120.00	0.00	4.97	1,001,120.00
Subtotal			4,000,000.00			3,742,017.50	3,684.08		3,745,701.58
Deposit	10/2/2023	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	10/13/2023	LAIF6000Q	4,672.69	Local Agency Investment Fund LGIP	100.00	4,672.69	0.00	0.00	4,672.69
Deposit	10/19/2023	31846V203	245,000.00	First American Gov Fund MM	100.00	245,000.00	0.00	0.00	245,000.00
Deposit	10/19/2023	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	10/20/2023	31846V203	1,755,000.00	First American Gov Fund MM	100.00	1,755,000.00	0.00	0.00	1,755,000.00
Deposit	10/24/2023	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	10/24/2023	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	10/31/2023	CAMP60481	161,483.15	California Asset Management Program LGIP	100.00	161,483.15	0.00	0.00	161,483.15
Deposit	10/31/2023	OAKVALLEY0670	15,404.83	Oak Valley Bank Cash	100.00	15,404.83	0.00	0.00	15,404.83
Deposit	10/31/2023	OAKVALLEY0670	22,885,576.85	Oak Valley Bank Cash	100.00	22,885,576.85	0.00	0.00	22,885,576.85
Subtotal			29,067,137.52			29,067,137.52	0.00		29,067,137.52
Total Buy Transactions			33,067,137.52			32,809,155.02	3,684.08		32,812,839.10
Interest/Dividends									
Interest	10/1/2023	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	675.37	0.00	675.37
Interest	10/1/2023	369674CG9	0.00	General Electric Credit Union 5 1/30/2024		0.00	1,019.18	0.00	1,019.18
Interest	10/1/2023	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	982.36	0.00	982.36
Interest	10/1/2023	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	900.49	0.00	900.49
Interest	10/1/2023	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	900.49	0.00	900.49
Interest	10/1/2023	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	532.11	0.00	532.11
Interest	10/1/2023	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	984.62	0.00	984.62



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 9/30/2023, End Date: 10/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	10/1/2023	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	347.92	0.00	347.92
Interest	10/1/2023	33651FAF6	0.00	First Source FCU 4.85 1/31/2024		0.00	988.60	0.00	988.60
Interest	10/1/2023	25844MAK4	0.00	Dort Financial Credit Union 4.5 12/16/2027		0.00	2,801.59	0.00	2,801.59
Interest	10/1/2023	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62
Interest	10/1/2023	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	910.73	0.00	910.73
Interest	10/1/2023	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	382.60	0.00	382.60
Interest	10/1/2023	13063DLZ9	0.00	State of California 3 4/1/2024		0.00	7,500.00	0.00	7,500.00
Interest	10/1/2023	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	10/1/2023	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	920.96	0.00	920.96
Interest	10/2/2023	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	10/2/2023	3133EJD48	0.00	FFCB 3.05 10/2/2023		0.00	15,250.00	0.00	15,250.00
Interest	10/5/2023	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	654.90	0.00	654.90
Interest	10/5/2023	3133EMVD1	0.00	FFCB 0.33 4/5/2024-22		0.00	1,650.00	0.00	1,650.00
Interest	10/6/2023	3130AVL91	0.00	FHLB 3.75 4/6/2028		0.00	18,750.00	0.00	18,750.00
Interest	10/6/2023	61690U3V0	0.00	Morgan Stanley Bank 4.65 4/6/2028		0.00	5,735.17	0.00	5,735.17
Interest	10/7/2023	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	10/8/2023	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	982.36	0.00	982.36
Interest	10/8/2023	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	961.89	0.00	961.89
Interest	10/8/2023	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	10/8/2023	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	368.38	0.00	368.38
Interest	10/8/2023	3134GWY26	0.00	FHLMC 0.57 10/8/2025-21		0.00	2,850.00	0.00	2,850.00
Interest	10/8/2023	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,008.99	0.00	1,008.99
Interest	10/9/2023	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	706.07	0.00	706.07
Interest	10/9/2023	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	856.11	0.00	856.11
Interest	10/10/2023	7954502D6	0.00	Sallie Mae Bank/Salt Lake 2.75 4/10/2024		0.00	3,377.98	0.00	3,377.98
Interest	10/10/2023	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	869.79	0.00	869.79
Interest	10/10/2023	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	675.37	0.00	675.37



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 9/30/2023, End Date: 10/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	10/11/2023	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	143.26	0.00	143.26
Interest	10/12/2023	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	532.11	0.00	532.11
Interest	10/12/2023	3133ENUH1	0.00	FFCB 3.33 4/12/2027-23		0.00	16,650.00	0.00	16,650.00
Interest	10/12/2023	3133EPFU4	0.00	FFCB 3.5 4/12/2028		0.00	17,500.00	0.00	17,500.00
Interest	10/13/2023	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	603.74	0.00	603.74
Interest	10/13/2023	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	583.27	0.00	583.27
Interest	10/13/2023	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	409.32	0.00	409.32
Interest	10/13/2023	30960QAL1	0.00	Farmers Insurance Group FCU 5 12/13/2023		0.00	1,019.18	0.00	1,019.18
Interest	10/14/2023	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	10/14/2023	724468AC7	0.00	Pitney Bowes Bank 4.35 4/13/2028		0.00	5,321.54	0.00	5,321.54
Interest	10/14/2023	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	10/14/2023	12547CAX6	0.00	CIBC Bank 4.45 4/13/2028		0.00	5,443.87	0.00	5,443.87
Interest	10/14/2023	89841MAM9	0.00	Trustone Financial 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Interest	10/14/2023	3133EMCP5	0.00	FFCB 0.52 10/14/2025-21		0.00	2,600.00	0.00	2,600.00
Interest	10/14/2023	67886WAF4	0.00	Oklahomas Credit Union 5 12/14/2023		0.00	1,019.18	0.00	1,019.18
Interest	10/14/2023	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	972.12	0.00	972.12
Interest	10/14/2023	3133ENS50	0.00	FFCB 4.125 10/14/2027		0.00	20,625.00	0.00	20,625.00
Interest	10/15/2023	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	695.84	0.00	695.84
Interest	10/15/2023	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	583.27	0.00	583.27
Interest	10/15/2023	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	716.30	0.00	716.30
Interest	10/15/2023	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	613.97	0.00	613.97
Interest	10/15/2023	3130ALU51	0.00	FHLB 1.05 4/15/2026-21		0.00	5,250.00	0.00	5,250.00
Interest	10/16/2023	3133EK3B0	0.00	FFCB 1.5 10/16/2024		0.00	7,500.00	0.00	7,500.00
Interest	10/16/2023	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	409.32	0.00	409.32
Interest	10/17/2023	87165FZD9	0.00	Synchrony Bank 1.45 4/17/2025		0.00	1,802.93	0.00	1,802.93
Interest	10/17/2023	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	920.96	0.00	920.96



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 9/30/2023, End Date: 10/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	10/17/2023	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	532.11	0.00	532.11
Interest	10/18/2023	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	10/18/2023	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	10/18/2023	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	358.15	0.00	358.15
Interest	10/18/2023	202291AG5	0.00	Commercial Savings Bank 1.8 10/18/2024		0.00	2,229.09	0.00	2,229.09
Interest	10/19/2023	3133ENU57	0.00	FFCB 4.5 10/19/2023		0.00	22,500.00	0.00	22,500.00
Interest	10/19/2023	404730DA8	0.00	Haddon Savings Bank 0.35 10/20/2025		0.00	436.94	0.00	436.94
Interest	10/19/2023	474067AQ8	0.00	Jefferson Financial Credit Union 3.35 10/19/2023		0.00	4,114.99	0.00	4,114.99
Interest	10/20/2023	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	716.30	0.00	716.30
Interest	10/20/2023	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	583.27	0.00	583.27
Interest	10/20/2023	14042RQS3	0.00	Capital One NA 2.8 4/20/2027		0.00	3,453.44	0.00	3,453.44
Interest	10/20/2023	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	890.26	0.00	890.26
Interest	10/20/2023	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	900.49	0.00	900.49
Interest	10/21/2023	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	920.96	0.00	920.96
Interest	10/22/2023	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	583.27	0.00	583.27
Interest	10/22/2023	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	573.04	0.00	573.04
Interest	10/22/2023	89235MKY6	0.00	Toyota Financial Savings Bank 0.9 4/22/2026		0.00	1,119.06	0.00	1,119.06
Interest	10/22/2023	3133EMEC2	0.00	FFCB 0.53 10/22/2025-21		0.00	2,650.00	0.00	2,650.00
Interest	10/23/2023	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	419.55	0.00	419.55
Interest	10/23/2023	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	399.08	0.00	399.08
Interest	10/24/2023	06406RAL1	0.00	Bank of New York Mellon 2.1 10/24/2024		0.00	5,250.00	0.00	5,250.00
Interest	10/24/2023	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	706.07	0.00	706.07
Interest	10/24/2023	31422XN32	0.00	FAMC 4.72 10/24/2023		0.00	23,600.00	0.00	23,600.00
Interest	10/25/2023	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	920.96	0.00	920.96
Interest	10/25/2023	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	358.15	0.00	358.15



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 9/30/2023, End Date: 10/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	10/25/2023	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	613.97	0.00	613.97
Interest	10/26/2023	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	102.33	0.00	102.33
Interest	10/26/2023	3133ENV9	0.00	FFCB 2.875 4/26/2027		0.00	14,375.00	0.00	14,375.00
Interest	10/26/2023	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	521.88	0.00	521.88
Interest	10/26/2023	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	10/26/2023	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	532.11	0.00	532.11
Interest	10/26/2023	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	706.07	0.00	706.07
Interest	10/26/2023	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,019.18	0.00	1,019.18
Interest	10/26/2023	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,019.18	0.00	1,019.18
Interest	10/27/2023	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	869.79	0.00	869.79
Interest	10/27/2023	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	152.88	0.00	152.88
Interest	10/27/2023	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	573.04	0.00	573.04
Interest	10/27/2023	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	10/27/2023	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	10/28/2023	3130APL78	0.00	FHLB 1.375 10/28/2026-22		0.00	6,875.00	0.00	6,875.00
Interest	10/28/2023	3134GWYZ3	0.00	FHLMC 0.53 10/28/2025-22		0.00	2,650.00	0.00	2,650.00
Interest	10/28/2023	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	931.19	0.00	931.19
Interest	10/28/2023	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,019.18	0.00	1,019.18
Interest	10/29/2023	3130ALXJ8	0.00	FHLB 1.15 4/29/2026-21		0.00	5,750.00	0.00	5,750.00
Interest	10/29/2023	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	10/29/2023	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	10/30/2023	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	10/30/2023	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	839.10	0.00	839.10
Interest	10/30/2023	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	10/30/2023	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	900.49	0.00	900.49
Interest	10/30/2023	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,019.18	0.00	1,019.18



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 9/30/2023, End Date: 10/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	10/30/2023	15201QDK0	0.00	Centerstate Bank 1 4/30/2025		0.00	1,243.40	0.00	1,243.40
Interest	10/31/2023	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	422.96	0.00	422.96
Interest	10/31/2023	912828ZN3	0.00	T-Note 0.5 4/30/2027		0.00	2,500.00	0.00	2,500.00
Interest	10/31/2023	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	10/31/2023	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	890.26	0.00	890.26
Interest	10/31/2023	91282CDG3	0.00	T-Note 1.125 10/31/2026		0.00	11,250.00	0.00	11,250.00
Interest	10/31/2023	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	719.03	0.00	719.03
Interest	10/31/2023	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	10/31/2023	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51
Interest	10/31/2023	86777TAA4	0.00	Sunset Science Park FCU 5 12/14/2023		0.00	1,053.15	0.00	1,053.15
Interest	10/31/2023	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	15,404.83	0.00	15,404.83
Subtotal			0.00			0.00	323,933.98		323,933.98
Total Interest/Dividends			0.00			0.00	323,933.98		323,933.98
Sell Transactions									
Matured	10/2/2023	3133EJD48	1,000,000.00	FFCB 3.05 10/2/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	10/19/2023	3133ENU57	1,000,000.00	FFCB 4.5 10/19/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	10/19/2023	474067AQ8	245,000.00	Jefferson Financial Credit Union 3.35 10/19/2023	0.00	245,000.00	0.00	0.00	245,000.00
Matured	10/24/2023	90348JEV8	249,000.00	UBS Bank USA 3.45 10/24/2023	0.00	249,000.00	0.00	0.00	249,000.00
Matured	10/24/2023	31422XN32	1,000,000.00	FAMC 4.72 10/24/2023	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Matured	10/31/2023	67054NAM5	249,000.00	Numerica Credit Union 3.4 10/31/2023	0.00	249,000.00	0.00	0.00	249,000.00
Subtotal			3,743,000.00			3,743,000.00	0.00		3,743,000.00
Withdraw	10/26/2023	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	10/31/2023	OAKVALLEY0670	19,970,495.91	Oak Valley Bank Cash	0.00	19,970,495.91	0.00	0.00	19,970,495.91
Subtotal			20,970,495.91			20,970,495.91	0.00		20,970,495.91
Total Sell Transactions			24,713,495.91			24,713,495.91	0.00		24,713,495.91



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 9/30/2023, End Date: 10/31/2023

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Information Technology

TIME REQUIRED

SUBJECT Microsoft Office 365 Enterprise
Agreement Renewal

**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 Microsoft pertaining to our Enterprise Agreement renewal under which the County purchases a variety of software products including Office 365.

RECOMMENDED ACTION:

Approve and authorize Board Chair to sign contract with Microsoft for the Riverside County Master Agreement (Microsoft Enterprise Agreement) for the period December 1, 2023, through November 30, 2026 and a not-to-exceed amount of \$300,000.

FISCAL IMPACT:

The initial purchase price of Office 365 licenses under this new Enterprise Agreement is approximately \$97,773 which is fully within the Information Technology Internal Service Fund budget and billed back to user departments.

CONTACT NAME: Milan Salva

PHONE/EMAIL: 760-924-1696 / msalva@mono.ca.gov

SEND COPIES TO:

Only complete the bottom of page 1 of the Program Signature Form found in the Contract document (do not touch anything on page 2). Please also sign the Participation Agreement between Mono County and Dell Marketing.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Mono County Riverside Participation Agreement

[Mono County - Previous Enrollment Agreement Form](#)

[Extension Amendment](#)

[Riverside County Microsoft Enterprise Agreement](#)

[Microsoft Contract Documents](#)

[Participation Agreement](#)

History

Time	Who	Approval
11/29/2023 4:25 PM	County Counsel	Yes
11/30/2023 11:01 AM	Finance	Yes
11/30/2023 12:20 PM	County Administrative Office	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

PO Box 7657 | 1290 TAVERN ROAD MAMMOTH LAKES, CA 93546
(760) 924-1819 · FAX (760) 924-1697 · mmartinez@mono.ca.gov

Mike Martinez
Information Technology Director

December 5, 2023

To Honorable Board of Supervisors
From Mike Martinez, Information Technology Director
Subject Microsoft Office 365 Enterprise Agreement – 2023-2026

Recommendation

Approve and authorize Board Chair to sign contract with Microsoft under the Riverside County Master Agreement (Microsoft Enterprise Agreement) for the period December 01, 2023, through November, 30 2026 and a not-to-exceed amount of \$300,000.

Discussion

For the past several years, Mono County Information Technology has purchased software licenses (primarily Office 365) under an Enterprise Agreement with Microsoft. The current agreement expires on November 30, 2023, and must be renewed for us to continue to purchase on this volume licensing program.

Mono County takes advantage of an existing Master Enterprise Agreement between Microsoft and Riverside County which offers a larger pricing discount to other counties in the state. Under this agreement, the County acts through a reseller (Dell Marketing) and the reseller interacts with Microsoft.

The Chair should sign page 1 of the “Program Signature Form” and page 2 of the Participation Agreement. No other documents require signature.

Participation Agreement

This Participation Agreement (this "Agreement") is entered into by and between Mono County, California (the "County") and Dell Marketing L.P. ("Contractor"), with an effective date of December 1, 2023.

WHEREAS, the County of Riverside and Microsoft Corporation are parties to that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"); and

WHEREAS, Contractor and the County of Riverside are parties to that certain Licensing Solution Provider Agreement Number PSA-0001524 dated October 22, 2019 (the "LSPA"); and

WHEREAS, the County wishes to order certain product licenses, receive support, and otherwise participate as an Enrolled Affiliate (as defined in the LSPA), under and in accordance with the terms of the LSPA; and

WHEREAS, Contractor wishes to permit the County to become an Enrolled Affiliate in accordance with and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Contractor hereby agree as follows:

1. Defined Terms; Recitals. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the LSPA and the Master Agreement. The foregoing recitals are incorporated into and made a part of this Agreement.
2. Enrollment. As a condition to the County's participation as an Enrolled Affiliate under the LSPA, and by its signature of this Agreement, the County agrees to complete the enrollment and comply with and be bound by all terms and conditions set forth in the LSPA and the Master Agreement. Subject to such completion and compliance, the parties agree that the County shall constitute an Enrolled Affiliate. The County represents and warrants that it meets and will continue to meet throughout the term of this Agreement, the definition of "Enrolled Affiliate" set forth in the LSPA and the Master Agreement.
3. Term. The term of this Agreement shall commence on December 1, 2023 and will continue through November 30, 2026, unless terminated earlier in accordance with the LSPA or the Master Agreement.
4. Entire Agreement. This Agreement, the LSPA, and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and all agreements and representations between the parties made or dated prior to the date hereof. In the event of any conflict between this Agreement and the LSPA or the Master Agreement, the terms of the LSPA and the Master Agreement shall control. The County shall be bound by the terms of any subsequent amendment, modification, supplement, rider, addendum, renewal, extension or replacement of the LSPA or the Master Agreement, whether or not the County is a signatory thereto or had knowledge or received notice thereof.
5. Vendor Contact Information: Sam Andrews, (512) 720-4469, sam.andrews@dell.com

(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of December 1, 2023

MONO COUNTY, CALIFORNIA

DELL MARKETING L.P.

BY: _____

BY: _____

NAME: _____

NAME: _____

TITLE: _____

TITLE: _____

DATE: _____

DATE: _____

		<input type="checkbox"/>	<input type="checkbox"/>
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COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

Original Contract Term:	11/01/2019 through 10/31/2021
Original Contract ID:	PSA-0001524
Effective Date of Amendment:	04/01/2020
Original Annual Maximum Contract Amount:	\$0
Amended Annual Maximum Contract Amount:	\$0

This AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT with Dell Marketing L.P. (“First Amendment”), dated as of 01 April 2020, is entered into by and between the County of Riverside (“COUNTY”), a political subdivision of the State of California, and Dell Marketing L.P. (“CONTRACTOR”), a Texas corporation, sometimes collectively referred to as the “Parties”.

RECITALS

WHEREAS, COUNTY and Microsoft Corporation (“Microsoft”) have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the “Master Agreement”), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR and COUNTY entered into the aforementioned Licensing Solution Provider Agreement Number PSA-0001524 (the “Agreement”) to provide support services to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses; and

WHEREAS, COUNTY and CONTRACTOR now desire to amend the Agreement for the first time to extend the period of performance of the Agreement.

NOW, THEREFORE, for good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. The above recitals are true and correct, and are incorporated herein by reference.

2. Section 4 of the Agreement is hereby deleted in its entirety and replaced with the following:

“This Agreement shall be effective from November 1, 2019 through October 31, 2024, unless terminated earlier (the “Term”).”

3. Section 9 of the Agreement is hereby deleted in its entirety and replaced with the following:

“Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by December 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.”

4. Capitalized Terms/Amendment to Prevail. Unless defined herein or the context requires otherwise, all capitalized terms herein shall have the meaning defined in the Agreement, as heretofore

COUNTY OF RIVERSIDE
AMENDMENT NO. 1 TO THE LICENSING SOLUTION PROVIDER AGREEMENT
WITH
Dell Marketing L.P.

amended. The provisions of this First Amendment shall prevail over any inconsistency or conflicting provisions of the Agreement, as heretofore amended, and shall supplement the remaining provisions thereof.

5. Miscellaneous. Except as amended or modified herein, all the terms of the Agreement shall remain in full force and effect and shall apply with the same force and effect. Time is of the essence in this First Amendment and the Agreement and each and all of their respective provisions. Subject to the provisions of the Agreement as to assignment, the agreements, conditions and provisions herein contained shall apply to and bind the heirs, executors, administrators, successors and assigns of the parties hereto. If any provisions of this First Amendment or the Agreement shall be determined to be illegal or unenforceable, such determination shall not affect any other provision of the Agreement and all such other provisions shall remain in full force and effect. The language in all parts of the Agreement shall be construed according to its normal and usual meaning and not strictly for or against either COUNTY or CONTRACTOR.
6. Effective Date. This First Amendment shall not be binding or consummated until its approval by the Riverside County Board of Supervisors and fully executed by the Parties.

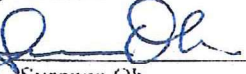
IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this First Amendment.

COUNTY OF RIVERSIDE, a political
subdivision of the State of California


By: 
Richard R. Hai
Senior Procurement Contract Specialist

Dated: 4/28/2020

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh
Deputy County Counsel

Dell Marketing L.P., a Texas corporation

By: 
Amanda E. Hudson
Contracts Manager

Dated: 4/17/20

Licensing Solution Provider Agreement Number PSA-0001524

This Licensing Solution Provider Agreement is made and entered into this 22nd day of October 2019, by and between Dell Marketing L.P., a Texas corporation ("CONTRACTOR"), and the COUNTY OF RIVERSIDE, a political subdivision of the State of California, ("COUNTY").

WHEREAS, COUNTY and Microsoft Corporation ("Microsoft") have entered into that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"), effective August 23, 2019, under which COUNTY has the ability to enter into one or more enrollments to order certain Microsoft product licenses;

WHEREAS, CONTRACTOR desires to provide support to COUNTY and its Enrolled Affiliates (as defined in the Master Agreement) for said licenses under this Agreement and hereby represents that it has the skills, experience, and knowledge necessary to perform under this Agreement; and

WHEREAS, COUNTY desires to accept CONTRACTOR's services under this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. This Agreement covers all enrollments for all products licensed under the Master Agreement. All terms and conditions of the Master Agreement, attached as Exhibit E of this Agreement and incorporated by reference, shall apply to the purchase of related products and services.
2. This Agreement is available for use by all government entities within the State of California (an "Enrolled Affiliate") for the duration of the Term (defined below in section 4). Enrollment documents will contain the terms and conditions specific to each entity.
3. CONTRACTOR agrees to extend the same pricing, terms, and conditions as stated in this agreement to each and every government entity in the State of California. Terms and conditions are governed by this Agreement, the Master Agreement, and the applicable enrollment documents for each entity. Entities shall make purchases in their own name, make direct payment to CONTRACTOR, and be liable directly to CONTRACTOR for all obligations.
 - 3.1 COUNTY shall in no way be responsible to CONTRACTOR for Enrolled Affiliates' purchases and obligations. COUNTY shall in no way be responsible to other entities for their purchases or any acts or omissions of CONTRACTOR, including but not limited to product selection or implementation, services or other related matters.
 - 3.2 CONTRACTOR shall notify Enrolled Affiliate in writing of the terms and conditions stated in Section 11.
4. This Agreement shall be effective from November 1, 2019 through October 31, 2021, unless terminated earlier (the "Term").
5. Hold Harmless/Indemnification:
 - 5.1 CONTRACTOR shall indemnify and hold harmless the County of Riverside, its Agencies, Districts, Special Districts and Departments, their respective directors, officers, Board of Supervisors, elected and appointed officials, employees, agents and representatives (individually and collectively hereinafter referred to as Indemnitees) from any liability, action, claim or damage

Licensing Solution Provider Agreement Number PSA-0001524

whatsoever, based or asserted upon any services, or acts or omissions, of CONTRACTOR, its officers, employees, subcontractors, agents or representatives arising out of or in any way relating to this Agreement, including but not limited to property damage, bodily injury, or death or any other element of any kind or nature. CONTRACTOR shall defend the Indemnitees at its sole expense including all costs and fees (including, but not limited, to attorney fees, cost of investigation, defense and settlements or awards) in any claim or action based upon such acts, omissions or services.

- 5.2 With respect to any action or claim subject to indemnification herein by CONTRACTOR, CONTRACTOR shall, at their sole cost, have the right to use counsel of their own choice and shall have the right to adjust, settle, or compromise any such action or claim without the prior consent of COUNTY; provided, however, that any such adjustment, settlement or compromise in no manner whatsoever limits or circumscribes CONTRACTOR indemnification to Indemnitees as set forth herein.
 - 5.3 CONTRACTOR'S obligation hereunder shall be satisfied when CONTRACTOR has provided to COUNTY the appropriate form of dismissal relieving COUNTY from any liability for the action or claim involved.
6. Contractor Responsibilities: CONTRACTOR will offer the following services to each Enrolled Affiliate at no additional charge. It is the responsibility of the Enrolled Affiliate to determine which products and/or services, if any, meet their needs and communicate that to the CONTRACTOR.
 - 6.1 Provide reports showing year to date annual spend according to Enrolled Affiliate's specifications. Frequency will be determined by each Enrolled Affiliate (monthly, quarterly, etc.).
 - 6.2 Provide a short synopsis of why an amendment is needed and the ramification of each amendment to an enrollment at the time of such amendment.
 - 6.3 Provide an updated price list on an annual basis or when requested by Enrolled Affiliate.
 7. CONTRACTOR's Microsoft Enterprise Agreement license subscription price attached hereto as Exhibit A and service rates attached hereto as Exhibit B.
 8. CONTRACTOR's Microsoft Enterprise Agreement Participation Form attached hereto as Exhibit C and incorporated herein by reference.
 9. Usage Reporting: CONTRACTOR will provide to COUNTY the Licensed Support Provider (LSP) Reporting of Active Enrollments to Master Microsoft Enterprise Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services, showing a list of enrollments by February 15th of each year. Forms shall be submitted electronically to MasterMicrosoftAdmin@rivco.org. A copy of the form is attached hereto as Exhibit D and incorporated herein by reference.
 10. Administrative fees: CONTRACTOR will be charged .5% of the annual enrollment amount to leverage the Riverside County Master Microsoft Agreement No. 8084445, Select Plus Agreement No. 7756479, Microsoft Premier, Unified, and MCS Support services. This will be an annual fee, per enrollment inclusive of Affiliates Shadow Enrollments. Example: A three-year aggregated agreement with a contract

Licensing Solution Provider Agreement Number PSA-0001524

amount of \$300K, divisible by three years will result in an LSP Participation Fee of \$500 annually (100K*.5%). RCIT will invoice the Awarded LSP annually based on the enrollments verified from the "Reporting of Active Enrollments" list submitted by December 15th of each year. Payment is due to Riverside County Information Technology thirty (30) days from invoice date.

10.1 Riverside County Information Technology (RCIT) will invoice the CONTRACTOR annually based on the enrollments verified. Payment is due to RCIT within thirty (30) days of invoice date. The COUNTY will not accept credit as a form of payment.

10.2 Failure to meet the administrative fee requirements herein and submit fees on a timely basis may constitute grounds for immediate termination of this Agreement.

11. Contract Management: The contacts for this Agreement for COUNTY shall be both RCIT and Purchasing as listed below.

COUNTY Primary Contact:
Jim Smith
3450 14th Street
Riverside, CA 92501

COUNTY Secondary Contact:
Rick Hai
2980 Washington Street
Riverside, CA 92504

CONTRACTOR contact:
Alisson Harrington
One Dell Way
Round Rock, TX 78682

11.1 Should Contract Management contact information change, the CONTRACTOR shall provide written notice with the updated information to the COUNTY no later than 10 business days after the change.

12. Termination:

12.1 COUNTY may terminate this Agreement without cause upon thirty (30) days written notice served upon the CONTRACTOR stating the extent and effective date of termination.

12.2 COUNTY may, upon five (5) days written notice terminate this Agreement for CONTRACTOR's default, if CONTRACTOR refuses or fails to comply with the terms of this Agreement or fails to make progress that may endanger performance and does not immediately cure such failure. In the event of such termination, the COUNTY may proceed with the work in any manner deemed proper by COUNTY.

12.3 CONTRACTOR's rights under this Agreement shall terminate (except for fees accrued prior to the date of termination) upon dishonesty or a willful or material breach of this Agreement by CONTRACTOR; or in the event of CONTRACTOR's unwillingness or inability for any reason whatsoever to perform the terms of this Agreement.

13. Conduct of Contractor:

13.1 The CONTRACTOR covenants that it presently has no interest, including, but not limited to, other projects or contracts, and shall not acquire any such interest, direct or indirect, which would

Licensing Solution Provider Agreement Number PSA-0001524

conflict in any manner or degree with CONTRACTOR's performance under this Agreement. The CONTRACTOR further covenants that no person or subcontractor having any such interest shall be employed or retained by CONTRACTOR under this Agreement. The CONTRACTOR agrees to inform the COUNTY of all the CONTRACTOR's interests, if any, which are or may be perceived as incompatible with the COUNTY's interests.

- 13.2 The CONTRACTOR shall not, under circumstances which could be interpreted as an attempt to influence the recipient in the conduct of his/her duties, accept any gratuity or special favor from individuals or firms with whom the CONTRACTOR is doing business or proposing to do business, in accomplishing the work under this Agreement.
- 13.3 The CONTRACTOR or its employees shall not offer gifts, gratuity, favors, and entertainment directly or indirectly to COUNTY employees.
- 13.4 CONTRACTOR shall establish adequate procedures for self-monitoring and quality control and assurance to ensure proper performance under this Agreement; and shall permit a COUNTY representative or other regulatory official to monitor, assess, or evaluate CONTRACTOR's performance under this Agreement at any time, upon reasonable notice to the CONTRACTOR.

14. Independent Contractor/Employment Eligibility/Non-Discrimination:

- 14.1 The CONTRACTOR is, for purposes relating to this Agreement, an independent contractor and shall not be deemed an employee of the COUNTY. It is expressly understood and agreed that the CONTRACTOR (including its employees, agents, and subcontractors) shall in no event be entitled to any benefits to which COUNTY employees are entitled, including but not limited to overtime, any retirement benefits, worker's compensation benefits, and injury leave or other leave benefits. There shall be no employer-employee relationship between the parties; and CONTRACTOR shall hold COUNTY harmless from any and all claims that may be made against COUNTY based upon any contention by a third party that an employer-employee relationship exists by reason of this Agreement. It is further understood and agreed by the parties that CONTRACTOR in the performance of this Agreement is subject to the control or direction of COUNTY merely as to the results to be accomplished and not as to the means and methods for accomplishing the results.
- 14.2 CONTRACTOR warrants that it shall make its best effort to fully comply with all federal and state statutes and regulations regarding the employment of aliens and others and to ensure that employees performing work under this Agreement meet the citizenship or alien status requirement set forth in federal statutes and regulations. CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal or state statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. CONTRACTOR shall retain all such documentation for all covered employees, for the period prescribed by the law.
- 14.3 CONTRACTOR shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel on the basis of ethnic group identification, race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status or sex in the performance of this Agreement; and, to the extent they shall

Licensing Solution Provider Agreement Number PSA-0001524

be found to be applicable hereto, shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code 12900 et. seq), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. S1210 et seq.) and all other applicable laws or regulations.

15. Entire Agreement: This Agreement, including any attachments or exhibits, constitutes the entire agreement of the parties with respect to its subject matter and supersedes all prior and contemporaneous representations, proposals, discussions and communications, whether oral or in writing. This Agreement may be changed or modified only by a written amendment signed by authorized representatives of both parties.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Agreement.

COUNTY OF RIVERSIDE, a political subdivision of the State of California

Dell Marketing L.P., a Texas corporation

By: 
Kevin Jeffries, Chairman
Board of Supervisors

By: 
Alison Harrington
Senior Commercial Counsel

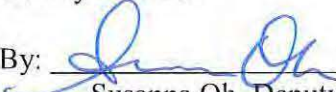
Dated: OCT 22 2019

Dated: October 11, 2019

ATTEST:
Kecia Harper
Clerk of the Board

By: 
Deputy

APPROVED AS TO FORM:
Gregory P. Priamos
County Counsel

By: 
Susanna Oh, Deputy County Counsel

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit A
Microsoft Enterprise license subscription and services**

Line	Description	Price Level	Markup %
1	Enterprise Online Services** (including Full USLs, From SA USLs, Add-ons and Step Ups) M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5.	Level D Minus 2%	-0.56
2	Enterprise Products Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite.	Level D	-0.43
3	Additional Products M365 F1, M365 E5 Compliancc, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server, etc.	Level D	-0.43
4	Server and Tools Product (applies to Server and Cloud Enrollments only) SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.	Level D	-0.43
5	All products for Select Plus Agreement No.7756479.		0.55
6	Microsoft Premier Support		2.00
7	Microsoft Unified Support Services		2.00
8	Microsoft Consulting Services		2.00

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit B
License Support Provider (LSP) service rates

Line	Description	Certified Competency (Yes/No)	Hourly Rate
Data and Artificial Intelligent			
1	Build Intelligent Apps	Yes	\$425
2	Build Intelligent Agents	Yes	\$425
3	Machine Learning	Yes	\$425
4	Internet of Things	Yes	\$425
5	Globally distributed data	Yes	\$425
6	OSS Databases	Yes	\$425
7	Cloud Scale Analytics	Yes	\$425
8	Data Platform Modernization to Azure	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425
12	Modern Business Intelligence	Yes	\$425
Biz Apps			
1	Customer Service	Yes	\$425
2	Field Service	Yes	\$425
3	Marketing	Yes	\$425
4	Talent	Yes	\$425
5	Finance and Operations	Yes	\$425
6	Business Central	Yes	\$425
7	Power Apps	Yes	\$425
8	Power BI	Yes	\$425
Apps and Infrastructure			
1	Azure Stack	Yes	\$425
2	High Performance Compute	Yes	\$425
3	Cloud Native Apps using Serverless	Yes	\$425
4	Modernize Apps	Yes	\$425
5	SAP on Azure	No	\$425
6	Linux on Azure	Yes	\$425
7	Dev Ops	Yes	\$425
8	Business Continuity & Disaster Recovery	Yes	\$425
9	Windows Server on Azure	Yes	\$425
10	Security & Management	Yes	\$425
11	Datacenter Migration	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit B (cont.)
License Support Provider (LSP) service rates**

Line	Description	Certified Competency (Yes/No)	Hourly Rate
	Modern Workplace		
1	User Adoption & Change Management	Yes	\$425
2	Security	Yes	\$425
3	GDPR & Compliance	Yes	\$425
4	Teamwork	Yes	\$425
5	Calling & Meetings	Yes	\$425
6	Modern Dcsktop	Yes	\$425
7	Office 365 Migration Assistance	Yes	\$425
7a	Mail	Yes	\$425
7b	Teams	Yes	\$425
7c	SharePoint	Yes	\$425
7d	OneDrive	Yes	\$425

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit C
Microsoft LSP Participation Form

DAVE ROGERS
Assistant Chief Executive Officer
Chief Information Officer

JIM SMITH
Chief Technology Officer



JENNIFER HILBER, ACIO
Enterprise Applications Bureau

GUSTAVO VAZQUEZ, ACIO
Converged Communications Bureau
Public Safety Enterprise Communications

GIL MEJIA, ACIO
Technology Services Bureau

Microsoft LSP Participation Form
(RFQ #RIVCO-2020-RFQ-0000048 Attachment 3)

<p>Complete this form and return to:</p> <p>Attention: Rick Har E-mail: RHar@rivco.org</p>	<p>Payment should be made to Riverside County Information Technology 3450 14th Street, Fourth Floor Riverside, CA 92501</p> <p>County of Riverside TIN # 95-6000930</p>
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Company Name Dell Marketing L.P.

Name Stacie Becker Title Proposal Manager

Address One Dell Way

City Round Rock Zip Code 78682 Telephone # 512-725-3007

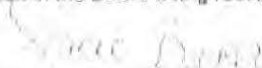
Fax # no/s Email Stacie.Becker@Dell.com

The County of Riverside is the host of the Microsoft Master Agreement No. 8084445. All questions regarding the products and licensing should be directed to Microsoft.

By signing below, I am agreeing to pay the participation fees for each enrollment that is established by leveraging the County of Riverside Master Agreement in accordance to the schedule referenced on RFQ #RIVCO-2020-RFQ-0000048 and any subsequent contracts and / or amendments.

By signing below, I also agree that all enrollments will be submitted to Microsoft direct, to report enrollment activity and comply to the payment schedule per RFQ #RIVCO-2020-RFQ-0000048 to Riverside County Information Technology.

Please reference the remittance information above for where to send the payment. Failure to comply may result in the award being rescinded.



 Signature
 Stacie Becker

 Printed Name

September 19, 2019

 Date
 Proposal Manager

 Title

Licensing Solution Provider Agreement Number PSA-0001524

Exhibit D
Microsoft LSP Reporting of Active Enrollments Form

LSP Name	<i>Company name</i>							
RIVCO Contract ID	<i>RIVCO-20800-00x-xx/xx</i>							
Microsoft Agreement Numbers	01E69633, 01E73134, AND NEW							
Master Enrollment	Enrollment Number:	Enrollment Entity:	Start Date:	End Date:	Annual Spend	Enrollment Contact:	Enrollment Contact Email:	Enrollment Contact Tel:
8084445	87654321	Riverside County Information Technology	1/01/12	12/31/16	\$645,000.00	John Doe	John.Doe@riverside.org	951-555-1212
							-	
							-	
							-	

Licensing Solution Provider Agreement Number PSA-0001524

**Exhibit E
Master Agreement**

Attached include the followings:

- 1) Signature Form
- 2) Microsoft Enterprise Agreement
- 3) Microsoft Enterprise Agreement Amendment

Microsoft Document Headersheet

** This is for informational purposes only **

MSE#:

5-0000004275258

(MSLI
Tracking
Number)

Doc Type:

Signature Form

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

Account Manager Name / Alias:

Country:

United States

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:



Program Signature Form

MBA/MBSA number		004-kaylead-S-04
Agreement number	8084445	

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

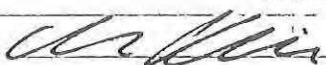

Contract Document	Number or Code
Enterprise Agreement	X20-10209
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Amendment to Contract Documents	CTM-CPT-OPT-FWK (new)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* County of Riverside
Signature* <i>[Signature]</i>
Printed First and Last Name* Richard R. Hai
Printed Title Sr. Procurement Contract Specialist
Signature Date* 08/22/2019
Tax ID

* indicates required field

FORM APPROVED COUNTY COUNSEL
 BY *[Signature]* 8/22/19
 SUSANNA N. OH DATE

Microsoft Affiliate	
Microsoft Corporation	
Signature 	 Microsoft Microsoft Corporation AUG 23 2019 Chance Krail Duly Authorized on behalf of Microsoft Corporation
Printed First and Last Name	
Printed Title	
Signature Date <small>(date Microsoft Affiliate countersigns)</small>	
Agreement Effective Date <small>(may be different than Microsoft's signature date)</small>	
8/23/2019	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature* _____	
Printed First and Last Name*	
Printed Title	
Signature Date*	

* indicates required field

If Customer requires physical media, additional contacts, or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept 551, Volume Licensing
 6100 Neil Road, Suite 210
 Reno, Nevada 89511-1137
 USA

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSLI
Tracking
Number)

5-0000004275258

Doc Type:

[REDACTED] Agreement

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

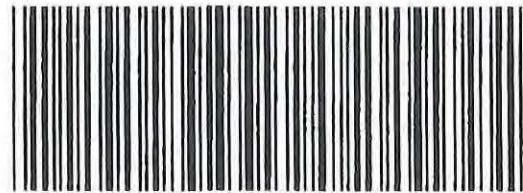
Account Manager Name / Alias:

Country:

United States

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

15

Comments:

Enterprise Agreement

State and Local

Not for Use with Microsoft Business Agreement or Microsoft Business and Services Agreement

This Microsoft Enterprise Agreement ("Agreement") is entered into between the entities identified on the signature form.

Effective date. The effective date of this Agreement is the earliest effective date of any Enrollment entered into under this Agreement or the date Microsoft accepts this Agreement, whichever is earlier.

This Agreement consists of (1) these Agreement terms and conditions, including any amendments and the signature form and all attachments identified therein, (2) the Product Terms applicable to Products licensed under this Agreement, (3) the Online Services Terms, (4) any Affiliate Enrollment entered into under this Agreement, and (5) any order submitted under this Agreement.

Please note: Documents referenced in this Agreement but not attached to the signature form may be found at <http://www.microsoft.com/licensing/contracts> and are incorporated in this Agreement by reference, including the Product Terms and Use Rights. These documents may contain additional terms and conditions for Products licensed under this Agreement and may be changed from time to time. Customer should review such documents carefully, both at the time of signing and periodically thereafter, and fully understand all terms and conditions applicable to Products licensed.

Terms and Conditions

1. Definitions.

"Affiliate" means

- a. with regard to Customer,
 - (i) any government agency, department, office, instrumentality, division, unit or other entity of the state or local government that is supervised by or is part of Customer, or which supervises Customer or of which Customer is a part, or which is under common supervision with Customer;
 - (ii) any county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state jurisdiction and geographic boundaries; and
 - (iii) any other entity in Customer's state expressly authorized by the laws of Customer's state to purchase under state contracts; provided that a state and its Affiliates shall not, for purposes of this definition, be considered to be Affiliates of the federal government and its Affiliates; and
- b. with regard to Microsoft, any legal entity that Microsoft owns, that owns Microsoft, or that is under common ownership with Microsoft.

"Customer" means the legal entity that has entered into this Agreement with Microsoft.

"Customer Data" means all data, including all text, sound, software, image, or video files that are provided to Microsoft by, or on behalf of, an Enrolled Affiliate and its Affiliates through use of Online Services.

"day" means a calendar day, except for references that specify "business day".

"Enrolled Affiliate" means an entity, either Customer or any one of Customer's Affiliates that has entered into an Enrollment under this Agreement.

"Enrollment" means the document that an Enrolled Affiliate submits under this Agreement to place orders for Products

"Enterprise" means an Enrolled Affiliate and the Affiliates for which it is responsible and chooses on its Enrollment to include in its enterprise.

"Fixes" means Product fixes, modifications or enhancements, or their derivatives, that Microsoft either releases generally (such as Product service packs) or provides to Customer to address a specific issue.

"License" means the right to download, install, access and use a Product. For certain Products, a License may be available on a fixed term or subscription basis ("Subscription License"). Licenses for Online Services will be considered Subscription Licenses

"Microsoft" means the Microsoft Affiliate that has entered into this Agreement or an Enrollment and its Affiliates, as appropriate

"Online Services" means the Microsoft-hosted services identified as Online Services in the Product Terms

"Online Services Terms" means the additional terms that apply to Customer's use of Online Services published on the Volume Licensing Site and updated from time to time

"Product" means all products identified in the Product Terms, such as all Software, Online Services and other web-based services, including pre-release or beta versions.

"Product Terms" means the document that provides information about Microsoft Products and Professional Services available through volume licensing. The Product Terms document is published on the Volume Licensing Site and is updated from time to time

"SLA" means Service Level Agreement, which specifies the minimum service level for Online Services and is published on the Volume Licensing Site.

"Software" means licensed copies of Microsoft software identified on the Product Terms. Software does not include Online Services, but Software may be part of an Online Service

"Software Assurance" is an offering by Microsoft that provides new version rights and other benefits for Products as further described in the Product Terms.

"Trade Secret" means information that is not generally known or readily ascertainable to the public, has economic value as a result, and has been subject to reasonable steps under the circumstances to maintain its secrecy.

"use" or "run" means to copy, install, use, access, display, run or otherwise interact

"Use Rights" means the use rights or terms of service for each Product published on the Volume Licensing Site and updated from time to time. The Use Rights supersede the terms of any end user license agreement that accompanies a Product. The Use Rights for Software are published by Microsoft in the Product Terms. The Use Rights for Online Services are published in the Online Services Terms.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site

2. How the Enterprise program works.

- a. **General.** The Enterprise program consists of the terms and conditions on which an Enrolled Affiliate may acquire Product Licenses. Under the Enterprise program, Customer and its Affiliates may order Licenses for Products by entering into Enrollments
- b. **Enrollments.** The Enterprise program gives Customer and/or its Affiliates the ability to enter into one or more Enrollments to order Products. Subscription Enrollments may be available for some of these Enrollments. Notwithstanding any other provision of this Agreement, only Enrolled Affiliates identified in an Enrollment will be responsible for complying with the terms of that Enrollment, including the terms of this Agreement incorporated by reference in that Enrollment

- c. **Licenses.** The types of Licenses available are (1) Licenses obtained under Software Assurance (L&SA), and (2) Subscription Licenses. These License types, as well as additional License Types, are further described in the Product List.

3. *Licenses for Products.*

- a. **License Grant.** Microsoft grants the Enterprise a non-exclusive, worldwide and limited right to download, install and use software Products, and to access and use the Online Services, each in the quantity ordered under an Enrollment. The rights granted are subject to the terms of this Agreement, the Use Rights and the Product Terms. Microsoft reserves all rights not expressly granted in this Agreement.
- b. **Duration of Licenses.** Subscription Licenses and most Software Assurance rights are temporary and expire when the applicable Enrollment is terminated or expires, unless the Enrolled Affiliate exercises a buy-out option, which is available for some Subscription Licenses. Except as otherwise noted in the applicable Enrollment or Use Rights, all other Licenses become perpetual only when all payments for that License have been made and the initial Enrollment term has expired.
- c. **Applicable Use Rights.**
- (i) **Products (other than Online Services)** The Use Rights in effect on the effective date of the applicable Enrollment term will apply to Enterprise's use of the version of each Product that is current at the time. For future versions and new Products, the Use Rights in effect when those versions and Products are first released will apply. Changes Microsoft makes to the Use Rights for a particular version will not apply unless the Enrolled Affiliate chooses to have those changes apply. The Use Rights applicable to perpetual Licenses that were acquired under a previous agreement or Enrollment are determined by the Agreement or Enrollment under which they were acquired. Renewal of Software Assurance does not change which Use Rights apply to those Licenses.
 - (ii) **Online Services.** For Online Services, the Use Rights in effect on the subscription start date will apply for the subscription term as defined in the Product Terms.
- d. **Downgrade rights.** Enrolled Affiliate may use an earlier version of a Product other than Online Services than the version that is current on the effective date of the Enrollment. For Licenses acquired in the current Enrollment term, the Use Rights for the current version apply to the use of the earlier version. If the earlier Product version includes features that are not in the new version, then the Use Rights applicable to the earlier version apply with respect to those features.
- e. **New Version Rights under Software Assurance.** Enrolled Affiliate must order and maintain continuous Software Assurance coverage for each License ordered. With Software Assurance coverage, Enterprise automatically has the right to use a new version of a licensed Product as soon as it is released, even if Enrolled Affiliate chooses not to use the new version immediately.
- (i) Except as otherwise permitted under an Enrollment, use of the new version will be subject to the new version's Use Rights.
 - (ii) If the License for the earlier version of the Product is perpetual at the time the new version is released, the License for the new version will also be perpetual. Perpetual Licenses obtained through Software Assurance replace any perpetual Licenses for the earlier version.
- f. **License confirmation.** This Agreement, the applicable Enrollment, Enrolled Affiliate's order confirmation, and any documentation evidencing transfers of perpetual Licenses, together with proof of payment, will be Enrolled Affiliate's evidence of all Licenses obtained under an Enrollment.

- g. **Reorganizations, consolidations and privatizations.** If the number of Licenses covered by an Enrollment changes by more than ten percent as a result of (1) a reorganization, consolidation or privatization of an entity or an operating division, (2) a privatization of an Affiliate or an operating division of Enrolled Affiliate or any of its Affiliates, or (3) a consolidation including a merger with a third party that has an existing agreement or Enrollment, Microsoft will work with Enrolled Affiliate in good faith to determine how to accommodate its changed circumstances in the context of this Agreement

4. **Making copies of Products and re-imaging rights.**

- a. **General.** Enrolled Affiliate may make as many copies of Products, as it needs to distribute them within the Enterprise. Copies must be true and complete (including copyright and trademark notices) from master copies obtained from a Microsoft approved fulfillment source. Enrolled Affiliate may use a third party to make these copies, but Enrolled Affiliate agrees it will be responsible for any third party's actions. Enrolled Affiliate agrees to make reasonable efforts to notify its employees, agents, and any other individuals who use the Products that the Products are licensed from Microsoft and subject to the terms of this Agreement.
- b. **Copies for training/evaluation and back-up.** For all Products other than Online Services, Enrolled Affiliate may (1) use up to 20 complimentary copies of any licensed Product in a dedicated training facility on its premises for purposes of training on that particular Product, (2) use up to 10 complimentary copies of any Products for a 60-day evaluation period, and (3) use one complimentary copy of any licensed Product for back-up or archival purposes for each of its distinct geographic locations. Trials for Online Services may be available if specified in the Use Rights.
- c. **Right to re-image.** In certain cases, re-imaging is permitted using the Product media. If the Microsoft Product is licensed (1) from an original equipment manufacturer (OEM), (2) as a full packaged Product through a retail source, or (3) under another Microsoft program, then media provided under this Agreement may generally be used to create images for use in place of copies provided through that separate source. This right is conditional upon the following:
 - (i) Separate Licenses must be acquired from the separate source for each Product that is re-imaged.
 - (ii) The Product, language, version, and components of the copies made must be identical to the Product, language, version, and all components of the copies they replace and the number of copies or instances of the re-imaged Product permitted remains the same.
 - (iii) Except for copies of an operating system and copies of Products licensed under another Microsoft program, the Product type (e.g. Upgrade or full License) re-imaged must be identical to the Product type licensed from the separate source.
 - (iv) Enrolled Affiliate must adhere to any Product-specific processes or requirements for re-imaging identified in the Product Terms.

Re-imaged Products remain subject to the terms and use rights of the License acquired from the separate source. This subsection does not create or extend any Microsoft warranty or support obligation.

5. **Transferring and reassigning Licenses.**

- a. **License transfers.** License transfers are not permitted, except that Customer or an Enrolled Affiliate may transfer only fully-paid perpetual Licenses to:
 - (i) an Affiliate, or
 - (ii) a third party solely in connection with the transfer of hardware or employees to whom the Licenses have been assigned as part of (A) a privatization of an Affiliate or agency or of an

operating division of Enrolled Affiliate or an Affiliate (B) a reorganization, or (C) a consolidation.

Upon such transfer, Customer or Enrolled Affiliate must uninstall and discontinue using the licensed Product and render any copies unusable.

- b. **Notification of License Transfer.** Enrolled Affiliate must notify Microsoft of a License transfer by completing a license transfer form, which can be obtained from <http://www.microsoft.com/licensing/contracts> and sending the completed form to Microsoft before the License transfer. No License transfer will be valid unless Enrolled Affiliate provides to the transferee, and the transferee accepts in writing, documents sufficient to enable the transferee to ascertain the scope, purpose and limitations of the rights granted by Microsoft under the licenses being transferred (including the applicable Use Rights, use and transfer restrictions, warranties and limitations of liability). Any License transfer not made in compliance with this section will be void.
- c. **Internal Assignment of Licenses and Software Assurance.** Licenses and Software Assurance must be assigned to a single user or device within the Enterprise. Licenses and Software Assurance may be reassigned within the Enterprise as described in the Use Rights.

6. *Term and termination.*

- a. **Term.** The term of this Agreement will be 36 full calendar months from the effective date unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.
- b. **Termination without cause.** Either party may terminate this Agreement, without cause, upon 60 days' written notice. In the event of termination, new Enrollments will not be accepted, but any existing Enrollment will continue for the term of such Enrollment and will continue to be governed by this Agreement.
- c. **Mid-term termination for non-appropriation of Funds.** Enrolled Affiliate may terminate this Agreement or an Enrollment without liability, penalty or further obligation to make payments if funds to make payments under the Agreement or Enrollment are not appropriated or allocated by the Enrolled Affiliate for such purpose.
- d. **Termination for cause.** Without limiting any other remedies it may have, either party may terminate an Enrollment if the other party materially breaches its obligations under this Agreement, including any obligation to submit orders or pay invoices. Except where the breach is by its nature not curable within 30 days, the terminating party must give the other party 30 days' notice of its intent to terminate and an opportunity to cure the breach.

If Microsoft gives such notice to an Enrolled Affiliate, Microsoft also will give Customer a copy of that notice and Customer agrees to help resolve the breach. If the breach affects other Enrollments and cannot be resolved between Microsoft and Enrolled Affiliate, together with Customer's help, within a reasonable period of time, Microsoft may terminate this Agreement and all Enrollments under it. If an Enrolled Affiliate ceases to be Customer's Affiliate, it must promptly notify Microsoft, and Microsoft may terminate the former Affiliate's Enrollment. If an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or if Microsoft terminates an Enrollment because Enrolled Affiliate ceases to be Customer's Affiliate, then Enrolled Affiliate will have the early termination rights described in the Enrollment.

- e. **Early termination.** If (1) an Enrolled Affiliate terminates its Enrollment as a result of a breach by Microsoft, or (2) if Microsoft terminates an Enrollment because the Enrolled Affiliate has ceased to be an Affiliate of Customer, or (3) Enrolled Affiliate terminates an Enrollment for non-appropriation of funds, or (4) Microsoft terminates an Enrollment for non-payment due to non-appropriation of funds, then the Enrolled Affiliate will have the following options:

- (i) It may immediately pay the total remaining amount due, including all installments, in which case, the Enrolled Affiliate will have perpetual rights for all Licenses it has ordered, or

(ii) It may pay only amounts due as of the termination date, in which case the Enrolled Affiliate will have perpetual Licenses for:

- 1) all copies of Products (including the latest version of Products ordered under SA coverage in the current term) for which payment has been made in full, and
- 2) the number of copies of Products it has ordered (including the latest version of Products ordered under Software Assurance coverage in current term) that is proportional to the total of installment payments paid versus total amounts due (paid and payable) if the early termination had not occurred.

(iii) In the case of early termination under subscription Enrollments, Enrolled Affiliate will have the following options:

- 1) For eligible Products, Enrolled Affiliate may obtain perpetual Licenses as described in the section of the Enrollment titled "Buy-out option," provided that Microsoft receives the buy-out order for those Licenses within 60 days after Enrolled Affiliate provides notice of termination.
- 2) In the event of a breach by Microsoft, if Customer chooses not to exercise a buy-out option, Microsoft will issue Enrolled Affiliate a credit for any amount paid in advance for Subscription Licenses that the Enterprise will not be able to use to do the termination of the Enrollment.

Nothing in this section shall affect perpetual License rights acquired either in a separate agreement or in a prior term of the terminated Enrollment.

f. Effect of termination or expiration. When an Enrollment expires or is terminated,

- (i) Enrolled Affiliate must order Licenses for all copies of Products it has run for which it has not previously submitted an order. Any and all unpaid payments for any order of any kind remain due and payable, except as provided in the subsection titled "Early termination," all unpaid payments for Licenses immediately become due and payable.
- (ii) Enrolled Affiliate's right to Software Assurance benefits under this Agreement ends if it does not renew Software Assurance.

g. Modification or termination of an Online Service for regulatory reasons. Microsoft may modify or terminate an Online Service where there is any current or future government requirement or obligation that: (1) subjects Microsoft to any regulation or requirement not generally applicable to businesses operating in the jurisdiction, (2) presents a hardship for Microsoft to continue operating the Online Service without modification; and/or (3) causes Microsoft to believe these terms or the Online Service may conflict with any such requirement or obligation.

h. Program updates. Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at the time of an Enrollment renewal.

7. Use, ownership, rights, and restrictions.

- a. Products.** Unless otherwise specified in a supplemental agreement, use of any Product is governed by the Use Rights specific to each Product and version and by the terms of the applicable supplemental agreement.
- b. Fixes.** Each Fix is licensed under the same terms as the Product to which it applies. If a Fix is not provided for a specific Product, any use rights Microsoft provides with the Fix will apply.
- c. Non-Microsoft software and technology.** Enrolled Affiliate is solely responsible for any non-Microsoft software or technology that it installs or uses with the Products or Fixes.

- d. **Restrictions.** Enrolled Affiliate must not (and is not licensed to) (1) reverse engineer, decompile, or disassemble any Product or Fix, (2) install or use non-Microsoft software or technology in any way that would subject Microsoft's intellectual property or technology to any other license terms; or (3) work around any technical limitations in a Product or Fix or restrictions in Product documentation. Customer must not (and is not licensed to) (i) separate and run parts of a Product or Fix on more than one device, upgrade or downgrade parts of a Product or Fix at different times, or transfer parts of a Product or Fix separately; or (ii) distribute, sublicense, rent, lease, lend any Products or Fixes in whole or in part, or use them to offer hosting services to a third party.
- e. **Reservation of rights.** Products and Fixes are protected by copyright and other intellectual property rights laws and international treaties. Microsoft reserves all rights not expressly granted in this agreement. No rights will be granted or implied by waiver or estoppel. Rights to access or use Software on a device do not give Customer any right to implement Microsoft patents or other Microsoft intellectual property in the device itself or in any other software or devices.

8. Confidentiality.

"Confidential Information" is non-public information that is designated "confidential" or that a reasonable person should understand is confidential, including Customer Data. Confidential Information does not include information that (a) becomes publicly available without a breach of this agreement, (b) the receiving party received lawfully from another source without a confidentiality obligation, (c) is independently developed, or (d) is a comment or suggestion volunteered about the other party's business products or services.

Each party will take reasonable steps to protect the other's Confidential Information and will use the other party's Confidential Information only for purposes of the parties' business relationship. Neither party will disclose that Confidential Information to third parties, except to its employees, Affiliates, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as this agreement. Each party remains responsible for the use of the Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party.

A party may disclose the other's Confidential Information if required by law, but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.

Neither party is required to restrict work assignments of its Representatives who have had access to Confidential Information. Each party agrees that the use of information retained in Representatives' unaided memories in the development or deployment of the parties' respective products or services does not create liability under this Agreement or trade secret law, and each party agrees to limit what it discloses to the other accordingly.

These obligations apply (i) for Customer Data until it is deleted from the Online Services, and (ii) for all other Confidential Information, for a period of five years after a party receives the Confidential Information.

9. Privacy and compliance with laws.

- a. Enrolled Affiliate consents to the processing of personal information by Microsoft and its agents to facilitate the subject matter of this Agreement. Enrolled Affiliate will obtain all required consents from third parties under applicable privacy and data protection law before providing personal information to Microsoft.
- b. Personal information collected under this agreement (i) may be transferred, stored and processed in the United States or any other country in which Microsoft or its service providers maintain facilities and (ii) will be subject to the privacy terms specified in the Use Rights. Microsoft will abide by the requirements of European Economic Area and Swiss data protection

law regarding the collection, use, transfer, retention, and other processing of personal data from the European Economic Area and Switzerland.

- c. **U.S. export.** Products and Fixes are subject to U.S. export jurisdiction. Enrolled Affiliate must comply with all applicable international and national laws, including the U.S. Export Administration Regulations and International Traffic in Arms Regulations, and end-user, end use and destination restrictions issued by U.S. and other governments related to Microsoft products, services and technologies.

10. **Warranties.**

a. **Limited warranties and remedies.**

- (i) **Software.** Microsoft warrants that each version of the Software will perform substantially as described in the applicable Product documentation for one year from the date the Enterprise is first licensed for that version. If it does not and the Enterprise notifies Microsoft within the warranty term, then Microsoft will, at its option (1) return the price Enrolled Affiliate paid for the Software license, or (2) repair or replace the Software.
- (ii) **Online Services.** Microsoft warrants that each Online Service will perform in accordance with the applicable SLA during the Enterprise's use. The Enterprise's remedies for breach of this warranty are in the SLA.

The remedies above are the Enterprise's sole remedies for breach of the warranties in this section. Customer waives any breach of warranty claims not made during the warranty period.

- b. **Exclusions.** The warranties in this agreement do not apply to problems caused by accident, abuse, or use in a manner inconsistent with this Agreement, including failure to meet minimum system requirements. These warranties do not apply to free, trial, pre-release, or beta products, or to components of Products that Enrolled Affiliate is permitted to redistribute.
- c. **Disclaimer.** Except for the limited warranties above, Microsoft provides no other warranties or conditions and disclaims any other express, implied, or statutory warranties, including warranties of quality, title, non-infringement, merchantability, and fitness for a particular purpose.

11. **Defense of third party claims.**

The parties will defend each other against the third-party claims described in this section and will pay the amount of any resulting adverse final judgment or approved settlement, but only if the defending party is promptly notified in writing of the claim and has the right to control the defense and any settlement of it. The party being defended must provide the defending party with all requested assistance, information, and authority. The defending party will reimburse the other party for reasonable out-of-pocket expenses it incurs in providing assistance. This section describes the parties' sole remedies and entire liability for such claims.

- a. **By Microsoft.** Microsoft will defend Enrolled Affiliate against any third-party claim to the extent it alleges that a Product or Fix made available by Microsoft for a fee and used within the scope of the license granted (unmodified from the form provided by Microsoft and not combined with anything else) misappropriates a trade secret or directly infringes a patent, copyright, trademark or other proprietary right of a third party. If Microsoft is unable to resolve a claim of infringement under commercially reasonable terms, it may, at its option, either (1) modify or replace the Product or Fix with a functional equivalent, or (2) terminate Enrolled Affiliate's license and refund any prepaid license fees (less depreciation on a five-year, straight-line basis) for perpetual licenses and any amount paid for Online Services for any usage period after the termination date. Microsoft will not be liable for any claims or damages due to Enrolled Affiliate's continued use of a Product or Fix after being notified to stop due to a third-party claim.
- b. **By Enrolled Affiliate.** To the extent permitted by applicable law, Enrolled Affiliate will defend Microsoft against any third-party claim to the extent it alleges that: (1) any Customer Data or

non-Microsoft software hosted in an Online Service by Microsoft on Enrolled Affiliate's behalf misappropriates a trade secret or directly infringes a patent, copyright, trademark, or other proprietary right of a third party, or (2) Enrolled Affiliate's use of any Product or Fix, alone or in combination with anything else, violates the law or damages a third party

12. *Limitation of liability.*

For each Product, each party's maximum, aggregate liability to the other under this Agreement is limited to direct damages finally awarded in an amount not to exceed the amounts Enrolled Affiliate was required to pay for the applicable Products during the term of this Agreement, subject to the following:

- a. **Online Services.** For Online Services, Microsoft's maximum liability to Enrolled Affiliate for any incident giving rise to a claim will not exceed the amount Enrolled Affiliate paid for the Online Service during the 12 months before the incident.
- b. **Free Products and Distributable Code.** For Products provided free of charge and code that Enrolled Affiliate is authorized to redistribute to third parties without separate payment to Microsoft, Microsoft's liability is limited to direct damages finally awarded up to US\$5,000.
- c. **Exclusions.** In no event will either party be liable for indirect, incidental, special, punitive, or consequential damages, or for loss of use, loss of business information, loss of revenue, or interruption of business, however caused or on any theory of liability.
- d. **Exceptions.** No limitation or exclusions will apply to liability arising out of either party's (1) confidentiality obligations (except for all liability related to Customer Data, which will remain subject to the limitations and exclusions above), (2) defense obligations; or (3) violation of the other party's intellectual property rights.

13. *Verifying compliance.*

- a. **Right to verify compliance.** Enrolled Affiliate must keep records relating to all use and distribution of Products by Enrolled Affiliate and its Affiliates. Microsoft has the right, at its expense, to the extent permitted by applicable law, to verify compliance with the Product's license terms. Enrolled Affiliate must promptly provide the independent auditor with any information the auditor reasonably requests in furtherance of the verification, including access to systems running the Products and evidence of Licenses for Products Enrolled Affiliate hosts, sublicenses, or distributes to third parties. Enrolled Affiliate agrees to complete Microsoft's self-audit process, which Microsoft may require as an alternative to a third party audit.
- b. **Remedies for non-compliance.** If verification or self-audit reveals any unlicensed use or distribution, then within 30 days, (1) Enrolled Affiliate must order sufficient Licenses to cover that use or distribution, and (2) if unlicensed use or distribution is 5% or more, Enrolled Affiliate must reimburse Microsoft for the cost Microsoft has incurred in verification and acquire the necessary additional licenses at 125% of the price based on the then-current price list and Enrolled Affiliate price level. The unlicensed use percentage is based on the total number of licenses purchased compared to actual install base. If there is no unlicensed use, Microsoft will not subject Enrolled Affiliate to another verification for at least one year. By exercising the rights and procedures described above, Microsoft does not waive its rights to enforce this Agreement or to protect its intellectual property by any other means permitted by law.
- c. **Verification process.** Microsoft will notify Enrolled Affiliate at least 30 days in advance of its intent to verify Enrolled Affiliate's compliance with the license terms for the Products Enrolled Affiliate and its Affiliates use or distribute. Microsoft will engage an independent auditor, which will be subject to a confidentiality obligation. Any information collected in the self-audit will be used solely for purposes of determining compliance. This verification will take place during normal business hours and in a manner that does not interfere unreasonably with Enrolled Affiliate's operations.

14. *Miscellaneous.*

- a. **Use of contractors.** Microsoft may use contractors to perform services, but will be responsible for their performance subject to the terms of this Agreement.
- b. **Microsoft as independent contractor.** The parties are independent contractors. Enrolled Affiliate and Microsoft each may develop products independently without using the other's Confidential Information.
- c. **Notices.** Notices to Microsoft must be sent to the address on the signature form. Notices must be in writing and will be treated as delivered on the date shown on the return receipt or on the courier or fax confirmation of delivery. Microsoft may provide information to Enrolled Affiliate about upcoming ordering deadlines, services, and subscription information in electronic form, including by email to contacts provided by Enrolled Affiliate. Emails will be treated as delivered on the transmission date.
- d. **Agreement not exclusive.** Customer is free to enter into agreements to license, use or promote non-Microsoft products.
- e. **Amendments.** Any amendment to this Agreement must be executed by both parties, except that Microsoft may change the Product Terms and the Use Rights from time to time in accordance with the terms of this Agreement. Any conflicting terms and conditions contained in an Enrolled Affiliate's purchase order will not apply. Microsoft may require Customer to sign a new agreement or an amendment before an Enrolled Affiliate enters into an Enrollment under this agreement.
- f. **Assignment.** Either party may assign this Agreement to an Affiliate, but must notify the other party in writing of the assignment. Any other proposed assignment must be approved by the non-assigning party in writing. Assignment will not relieve the assigning party of its obligations under the assigned agreement. Any attempted assignment without required approval will be void.
- g. **Applicable law; dispute resolution.** The terms of this Agreement will be governed by the laws of Customer's state, without giving effect to its conflict of laws. Disputes relating to this Agreement will be subject to applicable dispute resolution laws of Customer's state.
- h. **Severability.** If any provision in this agreement is held to be unenforceable, the balance of the agreement will remain in full force and effect.
- i. **Waiver.** Failure to enforce any provision of this agreement will not constitute a waiver. Any waiver must be in writing and signed by the waiving party.
- j. **No third-party beneficiaries.** This Agreement does not create any third-party beneficiary rights.
- k. **Survival.** All provisions survive termination or expiration of this Agreement except those requiring performance only during the term of the Agreement.
- l. **Management and Reporting.** Customer and/or Enrolled Affiliate may manage account details (e.g., contacts, orders, Licenses, software downloads) on Microsoft's Volume Licensing Service Center ("VLSC") web site (or successor site) at <https://www.microsoft.com/licensing/servicecenter>. Upon the effective date of this Agreement and any Enrollments, the contact(s) identified for this purpose will be provided access to this site and may authorize additional users and contacts.
- m. **Order of precedence.** In the case of a conflict between any documents in this Agreement that is not expressly resolved in those documents, their terms will control in the following order from highest to lowest priority: (1) this Enterprise Agreement, (2) any Enrollment, (3) the Product Terms, (4) the Online Services Terms, (5) orders submitted under this Agreement, and (6) any other documents in this Agreement. Terms in an amendment control over the amended document and any prior amendments concerning the same subject matter.

- n. **Free Products.** It is Microsoft's intent that the terms of this Agreement and the Use Rights be in compliance with all applicable federal law and regulations. Any free Product provided to Enrolled Affiliate is for the sole use and benefit of the Enrolled Affiliate, and is not provided for use by or personal benefit of any specific government employee.
- o. **Voluntary Product Accessibility Templates.** Microsoft supports the government's obligation to provide accessible technologies to its citizens with disabilities as required by Section 508 of the Rehabilitation Act of 1973, and its state law counterparts. The Voluntary Product Accessibility Templates ("VPATs") for the Microsoft technologies used in providing the Online Services can be found at Microsoft's VPAT page. Further information regarding Microsoft's commitment to accessibility can be found at <http://www.microsoft.com/enable>
- p. **Natural disaster.** In the event of a "natural disaster," Microsoft may provide additional assistance or rights by posting them on <http://www.microsoft.com> at such time.
- q. **Copyright violation.** Except as set forth in the section above entitled "Transferring and reassigning Licenses", the Enrolled Affiliate agrees to pay for, and comply with the terms of this Agreement and the Use Rights, for the Products it uses. Except to the extent Enrolled Affiliate is licensed under this Agreement, it will be responsible for its breach of this contract and violation of Microsoft's copyright in the Products, including payment of License fees specified in this Agreement for unlicensed use.

Supplemental Contact Information Form

This form can be used in combination with MBSA, Agreement, and Enrollment/Registration. However, a separate form must be submitted for each enrollment/registration, when more than one is submitted on a signature form. For the purposes of this form, "entity" can mean the signing entity, Customer, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement. Primary and Notices contacts in this form will not apply to enrollments or registrations.

This form applies to:

- MBSA
- Agreement
- Enrollment/Affiliate Registration Form

Insert primary entity name if more than one Enrollment/Registration Form is submitted

Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields; if the entity chooses to designate other contact types, the same required fields must be completed for each section. By providing contact information, entity consents to its use for purposes of administering the Enrollment by Microsoft and other parties that help Microsoft administer this Enrollment. The personal information provided in connection with this agreement will be used and protected according to the privacy statement available at <https://licensing.microsoft.com>.

1. Additional notices contact.

This contact receives all notices that are sent from Microsoft. No online access is granted to this individual.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861
Country* USA
Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

2. Software Assurance manager.

This contact will receive online permissions to manage the Software Assurance benefits under the Enrollment or Registration.

Name of entity* County of Riverside
Contact name*: First Regina Last Funderburk
Contact email address* RFunderburk@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

3. *Subscriptions manager.*

This contact will assign MSDN, Expression, and TechNet Plus subscription licenses to the individual subscribers under this Enrollment or Registration. Assignment of the subscription licenses is necessary for access to any of the online benefits, such as subscription downloads. This contact will also manage any complimentary or additional media purchases related to these subscriptions.

Name of entity* County of Riverside

Contact name*: First Regina Last Funderburk

Contact email address* RFunderburk@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-2265 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

4. *Online services manager.*

This contact will be provided online permissions to manage the online services ordered under the Enrollment or Registration.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

This contact is a third party (not the entity). Warning: This contact receives personally identifiable information of the entity.

5. *Customer Support Manager (CSM).*

This person is designated as the Customer Support Manager (CSM) for support-related activities.

Name of entity* County of Riverside

Contact name*: First Luis Last Flores

Contact email address* LFFlores@rivco.org

Street address* 3450 14th Street, 4th Floor

City* Riverside State/Province* California Postal code* 92501-3861

Country* USA

Phone* 951-955-8114 Fax

6. *Primary contact information.*

An individual from inside the organization must serve as the primary contact. This contact receives online administrator permissions and may grant online access to others. This contact also receives all notices unless Microsoft is provided written notice of a change.

Name of entity* County of Riverside

Contact name*: First Jim Last Smith
Contact email address* jimsmith@rivco.org
Street address* 3450 14th Street, 4th Floor
City* Riverside State/Province* CA Postal code* 92501-3861
Country* US
Phone* 951-231-5909 Fax

7. Notices contact and online administrator information.

This individual receives online administrator permissions and may grant online access to others. This contact also receives all notices

Same as primary contact

Name of entity*

Contact name*: First Last

Contact email address*

Street address*

City* State/Province* Postal code*

Country*

Phone* Fax

This contact is a third party (not the entity) Warning This contact receives personally identifiable information of the entity

Microsoft Document Headersheet

* This is for informational purposes only *

MSE#:

(MSL
Tracking
Number)

5-0000004275258

Doc Type:

Amendments

Do not modify the formatting or spacing of this Form above this text

Subsidiary:

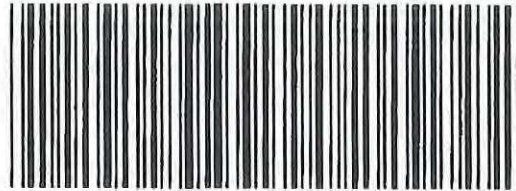
Account Manager Name / Alias:

Country:

United States

LAR/LAD/ESA:

Insight Direct USA, Inc.



Program/Version

EA 6 2016

(Scanning Code)

ACCOUNT: County of Riverside

3

Outsourcer Name:

Business Agreement Number:

Master Agreement Number: **8084445**

Agreement Number:

Purchase Order Number:

Comments:

Amendment to Contract Documents

Agreement Number:

808445
004-kaylead-S-04

This amendment ("Amendment") is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Agreement Custom Terms CTM

1. Section 6(a, "Term", is hereby amended and restated as follows:
 - a. **Term.** The term of this Agreement will remain in effect unless terminated by either party as described below. Each Enrollment will have the term provided in that Enrollment.

2. The pricing that Microsoft will offer Enrolled Affiliate's Reseller for Enrollments effective between November 1, 2019 through October 31, 2021, and that will apply for the entire initial term of such Enrollments, is as follows:

Product	Price Level	Examples include but are not limited to the following*:
Enterprise Online Services** (including Full USLs, From SA USLs, Add ons and Step Ups)	Level D minus 2%	M365 E3 and E5, Enterprise Mobility + Security E3 and E5, Office 365 Enterprise E1 or E3, Windows 10 Enterprise E3 or E5
Enterprise Products	Level D	Office 365 Pro Plus, Windows 10 Enterprise, Core CAL Suite, Enterprise CAL Suite
Additional Products	Level D	M365 F1, M365 E5 Compliance, M365 E5 Security, Office 365 Enterprise F1, Project Online, Visio Online Plan 1 or Plan 2, Dynamics 365, Azure, SQL Server, Windows Server etc
Server and Tools Product (applies to Server and Cloud Enrollments only)	Level D	SharePoint Server, SQL Server, BizTalk Server, Visual Studio, Core Infrastructure Suites, etc.

*The examples include online services that are available in either the commercial or government cloud offerings.

**Qualifying Enterprise Online Services are identified in the Product Terms with the cell value of "EO" in the tables for "Program Availability". The scope of Enterprise Online Services is subject to change as Enterprise Online Services are added, updated/revised or removed from the Enterprise program offering.

Exclusions apply to the additional 2% discount on Enterprise Online Services as follows:

- The price list month that applies to an order is not a factor in determining whether the additional 2% discount on Enterprise Online Services may be applied to an order. The only applicable factor is the effective date of the Enrollment.
- The discount does not apply to any extensions of the initial Term or renewal Enrollments.
- The discount does not apply to any promotional SKUs. Enrolled Affiliate is entitled to the lower of the promotional price or discounted price.

The price level that applies to Enrollments effective on or after November 1, 2021 is Level D for all Products.

The Reseller and the Enrolled Affiliate will determine the Enrolled Affiliate's actual price and payment terms.

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

Riverside County EA Amend 8.7.docx	CTM	CIM-CPT-OPT-FWK	BD
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Program Signature Form

MBA/MBSA number

8084445

5-0000010719307

Agreement number

8084445

Note: Enter the applicable active numbers associated with the documents below. Microsoft requires the associated active number be indicated here, or listed below as new.

For the purposes of this form, "Customer" can mean the signing entity, Enrolled Affiliate, Government Partner, Institution, or other party entering into a volume licensing program agreement.

This signature form and all contract documents identified in the table below are entered into between the Customer and the Microsoft Affiliate signing, as of the effective date identified below.

Contract Document	Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
<Choose Agreement>	Document Number or Code
Enterprise Enrollment	X20-10635
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
<Choose Enrollment/Registration>	Document Number or Code
Product Selection Form	2581969.002
Amendment	M97 (New)

By signing below, Customer and the Microsoft Affiliate agree that both parties (1) have received, read and understand the above contract documents, including any websites or documents incorporated by reference and any amendments and (2) agree to be bound by the terms of all such documents.

Customer
Name of Entity (must be legal entity name)* Mono County
Signature* _____
Printed First and Last Name*
Printed Title
Signature Date*
Tax ID

* indicates required field

Microsoft Affiliate	
Microsoft Corporation	
Signature	<i>Shirley Snyder</i>
Printed First and Last Name	Shirley Snyder
Printed Title	Microsoft Corporation Authorized Signatory
Signature Date (date Microsoft Affiliate countersigns)	November 21, 2023
Agreement Effective Date (may be different than Microsoft's signature date)	

Optional 2nd Customer signature or Outsourcer signature (if applicable)

Customer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

Outsourcer	
Name of Entity (must be legal entity name)*	
Signature*	_____
Printed First and Last Name*	
Printed Title	
Signature Date*	

** indicates required field*

If Customer requires additional contacts or is reporting multiple previous Enrollments, include the appropriate form(s) with this signature form.

After this signature form is signed by the Customer, send it and the Contract Documents to Customer's channel partner or Microsoft account manager, who must submit them to the following address. When the signature form is fully executed by Microsoft, Customer will receive a confirmation copy.

Microsoft Corporation
 Dept. 551, Volume Licensing
 6880 Sierra Center Parkway
 Reno, Nevada 89511
 USA

Enterprise Enrollment

State and Local

Enterprise Enrollment number <i>(Microsoft to complete)</i>		Framework ID <i>(if applicable)</i>	
Previous Enrollment number <i>(Reseller to complete)</i>	9174872		

This Enrollment must be attached to a signature form to be valid.

This Microsoft Enterprise Enrollment is entered into between the entities as identified in the signature form as of the effective date. Enrolled Affiliate represents and warrants it is the same Customer, or an Affiliate of the Customer, that entered into the Enterprise Agreement identified on the program signature form.

This Enrollment consists of: (1) these terms and conditions, (2) the terms of the Enterprise Agreement identified on the signature form, (3) the Product Selection Form, (4) the Product Terms, (5) the Online Services Terms, (6) any Supplemental Contact Information Form, Previous Agreement/Enrollment form, and other forms that may be required, and (7) any order submitted under this Enrollment. This Enrollment may only be entered into under a 2011 or later Enterprise Agreement. By entering into this Enrollment, Enrolled Affiliate agrees to be bound by the terms and conditions of the Enterprise Agreement.

All terms used but not defined are located at <http://www.microsoft.com/licensing/contracts>. In the event of any conflict the terms of this Agreement control.

Effective date. If Enrolled Affiliate is renewing Software Assurance or Subscription Licenses from one or more previous Enrollments or agreements, then the effective date will be the day after the first prior Enrollment or agreement expires or terminates. If this Enrollment is renewed, the effective date of the renewal term will be the day after the Expiration Date of the initial term. Otherwise, the effective date will be the date this Enrollment is accepted by Microsoft. Any reference to “anniversary date” refers to the anniversary of the effective date of the applicable initial or renewal term for each year this Enrollment is in effect.

Term. The initial term of this Enrollment will expire on the last day of the month, 36 full calendar months from the effective date of the initial term. The renewal term will expire 36 full calendar months after the effective date of the renewal term.

Terms and Conditions

1. Definitions.

Terms used but not defined in this Enrollment will have the definition in the Enterprise Agreement. The following definitions are used in this Enrollment:

“Additional Product” means any Product identified as such in the Product Terms and chosen by Enrolled Affiliate under this Enrollment.

“Community” means the community consisting of one or more of the following: (1) a Government, (2) an Enrolled Affiliate using eligible Government Community Cloud Services to provide solutions to a Government or a qualified member of the Community, or (3) a Customer with Customer Data that is subject to Government regulations for which Customer determines and Microsoft agrees that the use of Government Community Cloud Services is appropriate to meet Customer’s regulatory requirements.

Membership in the Community is ultimately at Microsoft's discretion, which may vary by Government Community Cloud Service.

"Enterprise Online Service" means any Online Service designated as an Enterprise Online Service in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Online Services are treated as Online Services, except as noted.

"Enterprise Product" means any Desktop Platform Product that Microsoft designates as an Enterprise Product in the Product Terms and chosen by Enrolled Affiliate under this Enrollment. Enterprise Products must be licensed for all Qualified Devices and Qualified Users on an Enterprise-wide basis under this program.

"Expiration Date" means the date upon which the Enrollment expires.

"Federal Agency" means a bureau, office, agency, department or other entity of the United States Government.

"Government" means a Federal Agency, State/Local Entity, or Tribal Entity acting in its governmental capacity.

"Government Community Cloud Services" means Microsoft Online Services that are provisioned in Microsoft's multi-tenant data centers for exclusive use by or for the Community and offered in accordance with the National Institute of Standards and Technology (NIST) Special Publication 800-145. Microsoft Online Services that are Government Community Cloud Services are designated as such in the Use Rights and Product Terms.

"Industry Device" (also known as line of business device) means any device that: (1) is not useable in its deployed configuration as a general purpose personal computing device (such as a personal computer), a multi-function server, or a commercially viable substitute for one of these systems; and (2) only employs an industry or task-specific software program (e.g. a computer-aided design program used by an architect or a point of sale program) ("Industry Program"). The device may include features and functions derived from Microsoft software or third-party software. If the device performs desktop functions (such as email, word processing, spreadsheets, database, network or Internet browsing, or scheduling, or personal finance), then the desktop functions: (1) may only be used for the purpose of supporting the Industry Program functionality; and (2) must be technically integrated with the Industry Program or employ technically enforced policies or architecture to operate only when used with the Industry Program functionality.

"Managed Device" means any device on which any Affiliate in the Enterprise directly or indirectly controls one or more operating system environments. Examples of Managed Devices can be found in the Product Terms.

"Qualified Device" means any device that is used by or for the benefit of Enrolled Affiliate's Enterprise and is: (1) a personal desktop computer, portable computer, workstation, or similar device capable of running Windows Pro locally (in a physical or virtual operating system environment), or (2) a device used to access a virtual desktop infrastructure ("VDI"). Qualified Devices do not include any device that is: (1) designated as a server and not used as a personal computer, (2) an Industry Device, or (3) not a Managed Device. At its option, the Enrolled Affiliate may designate any device excluded above (e.g., Industry Device) that is used by or for the benefit of the Enrolled Affiliate's Enterprise as a Qualified Device for all or a subset of Enterprise Products or Online Services the Enrolled Affiliate has selected.

"Qualified User" means a person (e.g., employee, consultant, contingent staff) who: (1) is a user of a Qualified Device, or (2) accesses any server software requiring an Enterprise Product Client Access License or any Enterprise Online Service. It does not include a person who accesses server software or an Online Service solely under a License identified in the Qualified User exemptions in the Product Terms.

"Reseller" means an entity authorized by Microsoft to resell Licenses under this program and engaged by an Enrolled Affiliate to provide pre- and post-transaction assistance related to this agreement;

"Reserved License" means for an Online Service identified as eligible for true-ups in the Product Terms, the License reserved by Enrolled Affiliate prior to use and for which Microsoft will make the Online Service available for activation.

"State/Local Entity" means (1) any agency of a state or local government in the United States, or (2) any United States county, borough, commonwealth, city, municipality, town, township, special purpose district, or other similar type of governmental instrumentality established by the laws of Customer's state and located within Customer's state's jurisdiction and geographic boundaries.

"Tribal Entity" means a federally-recognized tribal entity performing tribal governmental functions and eligible for funding and services from the U.S. Department of Interior by virtue of its status as an Indian tribe.

"Use Rights" means, with respect to any licensing program, the use rights or terms of service for each Product and version published for that licensing program at the Volume Licensing Site and updated from time to time. The Use Rights include the Product-Specific License Terms, the License Model terms, the Universal License Terms, the Data Protection Terms, and the Other Legal Terms. The Use Rights supersede the terms of any end user license agreement (on-screen or otherwise) that accompanies a Product.

"Volume Licensing Site" means <http://www.microsoft.com/licensing/contracts> or a successor site.

2. Order requirements.

- a. Minimum order requirements.** Enrolled Affiliate's Enterprise must have a minimum of 250 Qualified Users or Qualified Devices. The initial order must include at least 250 Licenses for Enterprise Products or Enterprise Online Services.
 - (i) Enterprise commitment.** Enrolled Affiliate must order enough Licenses to cover all Qualified Users or Qualified Devices, depending on the License Type, with one or more Enterprise Products or a mix of Enterprise Products and the corresponding Enterprise Online Services (as long as all Qualified Devices not covered by a License are only used by users covered with a user License).
 - (ii) Enterprise Online Services only.** If no Enterprise Product is ordered, then Enrolled Affiliate need only maintain at least 250 Subscription Licenses for Enterprise Online Services.
- b. Additional Products.** Upon satisfying the minimum order requirements above, Enrolled Affiliate may order Additional Products.
- c. Use Rights for Enterprise Products.** For Enterprise Products, if a new Product version has more restrictive use rights than the version that is current at the start of the applicable initial or renewal term of the Enrollment, those more restrictive use rights will not apply to Enrolled Affiliate's use of that Product during that term.
- d. Country of usage.** Enrolled Affiliate must specify the countries where Licenses will be used on its initial order and on any additional orders.
- e. Resellers.** Enrolled Affiliate must choose and maintain a Reseller authorized in the United States. Enrolled Affiliate will acquire its Licenses through its chosen Reseller. Orders must be submitted to the Reseller who will transmit the order to Microsoft. The Reseller and Enrolled Affiliate determine pricing and payment terms as between them, and Microsoft will invoice the Reseller based on those terms. Throughout this Agreement the term "price" refers to reference price. Resellers and other third parties do not have authority to bind or impose any obligation or liability on Microsoft.
- f. Adding Products.**
 - (i) Adding new Products not previously ordered.** New Enterprise Products or Enterprise Online Services may be added at any time by contacting a Microsoft Account Manager or Reseller. New Additional Products, other than Online Services, may be used if an order is placed in the month the Product is first used. For Additional Products that are Online Services, an initial order for the Online Service is required prior to use.

- (ii) **Adding Licenses for previously ordered Products.** Additional Licenses for previously ordered Products other than Online Services may be added at any time but must be included in the next true-up order. Additional Licenses for Online Services must be ordered prior to use, unless the Online Services are (1) identified as eligible for true-up in the Product Terms or (2) included as part of other Licenses.
- g. True-up requirements.** Enrolled Affiliate must submit an annual true-up order that accounts for any changes since the initial order or last order. If there are no changes, then an update statement must be submitted instead of a true-up order.
- (i) **Enterprise Products.** For Enterprise Products, Enrolled Affiliate must determine the number of Qualified Devices and Qualified Users (if ordering user-based Licenses) at the time the true-up order is placed and must order additional Licenses for all Qualified Devices and Qualified Users that are not already covered by existing Licenses, including any Enterprise Online Services.
- (ii) **Additional Products.** For Additional Products that have been previously ordered under this Enrollment, Enrolled Affiliate must determine the maximum number of Additional Products used since the latter of the initial order, the last true-up order, or the prior anniversary date and submit a true-up order that accounts for any increase.
- (iii) **Online Services.** For Online Services identified as eligible for true-up in the Product Terms, Enrolled Affiliate may place a reservation order for the additional Licenses prior to use and payment may be deferred until the next true-up order. Microsoft will provide a report of Reserved Licenses ordered but not yet invoiced to Enrolled Affiliate and its Reseller. Reserved Licenses will be invoiced retrospectively to the month in which they were ordered.
- (iv) **Subscription License reductions.** Enrolled Affiliate may reduce the quantity of Subscription Licenses at the Enrollment anniversary date on a prospective basis if permitted in the Product Terms, as follows:
- 1) For Subscription Licenses that are part of an Enterprise-wide purchase, Licenses may be reduced if the total quantity of Licenses and Software Assurance for an applicable group meets or exceeds the quantity of Qualified Devices and Qualified Users (if ordering user-based Licenses) identified on the Product Selection Form, and includes any additional Qualified Devices and Qualified Users added in any prior true-up orders. Step-up Licenses do not count towards this total count.
 - 2) For Enterprise Online Services that are not a part of an Enterprise-wide purchase, Licenses can be reduced as long as the initial order minimum requirements are maintained.
 - 3) For Additional Products available as Subscription Licenses, Enrolled Affiliate may reduce the Licenses. If the License count is reduced to zero, then Enrolled Affiliate's use of the applicable Subscription License will be cancelled.
- Invoices will be adjusted to reflect any reductions in Subscription Licenses at the true-up order Enrollment anniversary date and effective as of such date.
- (v) **Update statement.** An update statement must be submitted instead of a true-up order if, since the initial order or last true-up order, Enrolled Affiliate's Enterprise: (1) has not changed the number of Qualified Devices and Qualified Users licensed with Enterprise Products or Enterprise Online Services; and (2) has not increased its usage of Additional Products. This update statement must be signed by Enrolled Affiliate's authorized representative.
- (vi) **True-up order period.** The true-up order or update statement must be received by Microsoft between 60 and 30 days prior to each Enrollment anniversary date. The third-year true-up order or update statement is due within 30 days prior to the Expiration Date, and any license reservations within this 30 day period will not be accepted. Enrolled Affiliate

may submit true-up orders more often to account for increases in Product usage, but an annual true-up order or update statement must still be submitted during the annual order period.

- (vii) **Late true-up order.** If the true-up order or update statement is not received when due, Microsoft will invoice Reseller for all Reserved Licenses not previously invoiced and Subscription License reductions cannot be reported until the following Enrollment anniversary date (or at Enrollment renewal, as applicable).
- h. **Step-up Licenses.** For Licenses eligible for a step-up under this Enrollment, Enrolled Affiliate may step-up to a higher edition or suite as follows:
 - (i) For step-up Licenses included on an initial order, Enrolled Affiliate may order according to the true-up process.
 - (ii) If step-up Licenses are not included on an initial order, Enrolled Affiliate may step-up initially by following the process described in the Section titled “Adding new Products not previously ordered,” then for additional step-up Licenses, by following the true-up order process.
- i. **Clerical errors.** Microsoft may correct clerical errors in this Enrollment, and any documents submitted with or under this Enrollment, by providing notice by email and a reasonable opportunity for Enrolled Affiliate to object to the correction. Clerical errors include minor mistakes, unintentional additions and omissions. This provision does not apply to material terms, such as the identity, quantity or price of a Product ordered.
- j. **Verifying compliance.** Microsoft may, in its discretion and at its expense, verify compliance with this Enrollment as set forth in the Enterprise Agreement.

3. Pricing.

- a. **Price Levels.** For both the initial and any renewal term Enrolled Affiliate’s Price Level for all Products ordered under this Enrollment will be Level “D” throughout the term of the Enrollment.
- b. **Setting Prices.** Enrolled Affiliate’s prices for each Product or Service will be established by its Reseller. Except for Online Services designated in the Product Terms as being exempt from fixed pricing, As long as Enrolled Affiliate continues to qualify for the same price level, Microsoft’s prices for Resellers for each Product or Service ordered will be fixed throughout the applicable initial or renewal Enrollment term. Microsoft’s prices to Resellers are reestablished at the beginning of the renewal term.

4. Payment terms.

For the initial or renewal order, Microsoft will invoice Enrolled Affiliate’s Reseller in three equal annual installments. . The first installment will be invoiced upon Microsoft’s acceptance of this Enrollment and remaining installments will be invoiced on each subsequent Enrollment anniversary date. Subsequent orders are invoiced upon acceptance of the order and Enrolled Affiliate may elect to pay annually or upfront for Online Services and upfront for all other Licenses.

5. End of Enrollment term and termination.

- a. **General.** At the Expiration Date, Enrolled Affiliate must immediately order and pay for Licenses for Products it has used but has not previously submitted an order, except as otherwise provided in this Enrollment.
- b. **Renewal option.** At the Expiration Date of the initial term, Enrolled Affiliate can renew Products by renewing this Enrollment for one additional 36-month term or by signing a new Enrollment. Microsoft must receive a Renewal Form, Product Selection Form, and renewal order prior to or at the Expiration Date. Microsoft will not unreasonably reject any renewal.

Microsoft may make changes to this program that will make it necessary for Customer and its Enrolled Affiliates to enter into new agreements and Enrollments at renewal.

c. If Enrolled Affiliate elects not to renew.

(i) **Software Assurance.** If Enrolled Affiliate elects not to renew Software Assurance for any Product under its Enrollment, then Enrolled Affiliate will not be permitted to order Software Assurance later without first acquiring a new License with Software Assurance.

(ii) **Online Services eligible for an Extended Term.** For Online Services identified as eligible for an Extended Term in the Product Terms, the following options are available at the end of the Enrollment initial or renewal term.

1) **Extended Term.** Licenses for Online Services will automatically expire in accordance with the terms of the Enrollment. An extended term feature that allows Online Services to continue month-to-month (“Extended Term”) is available. During the Extended Term, Online Services will be invoiced monthly at the then-current published price as of the Expiration Date plus a 3% administrative fee for up to one year. If Enrolled Affiliate wants an Extended Term, Enrolled Affiliate must submit a request to Microsoft at least 30 days prior to the Expiration Date.

2) **Cancellation during Extended Term.** At any time during the first year of the Extended Term, Enrolled Affiliate may terminate the Extended Term by submitting a notice of cancellation to Microsoft for each Online Service. Thereafter, either party may terminate the Extended Term by providing the other with a notice of cancellation for each Online Service. Cancellation will be effective at the end of the month following 30 days after Microsoft has received or issued the notice.

(iii) **Subscription Licenses and Online Services not eligible for an Extended Term.** If Enrolled Affiliate elects not to renew, the Licenses will be cancelled and will terminate as of the Expiration Date. Any associated media must be uninstalled and destroyed and Enrolled Affiliate’s Enterprise must discontinue use. Microsoft may request written certification to verify compliance.

d. Termination for cause. Any termination for cause of this Enrollment will be subject to the “Termination for cause” section of the Agreement. In addition, it shall be a breach of this Enrollment if Enrolled Affiliate or any Affiliate in the Enterprise that uses Government Community Cloud Services fails to meet and maintain the conditions of membership in the definition of Community.

e. Early termination. Any early termination of this Enrollment will be subject to the “Early Termination” Section of the Enterprise Agreement.

For Subscription Licenses, in the event of a breach by Microsoft, or if Microsoft terminates an Online Service for regulatory reasons, Microsoft will issue Reseller a credit for any amount paid in advance for the period after termination.

6. Government Community Cloud.

a. Community requirements. If Enrolled Affiliate purchases Government Community Cloud Services, Enrolled Affiliate certifies that it is a member of the Community and agrees to use Government Community Cloud Services solely in its capacity as a member of the Community and, for eligible Government Community Cloud Services, for the benefit of end users that are members of the Community. Use of Government Community Cloud Services by an entity that is not a member of the Community or to provide services to non-Community members is strictly prohibited and could result in termination of Enrolled Affiliate’s license(s) for Government Community Cloud Services without notice. Enrolled Affiliate acknowledges that only Community members may use Government Community Cloud Services.

b. All terms and conditions applicable to non-Government Community Cloud Services also apply

to their corresponding Government Community Cloud Services, except as otherwise noted in the Use Rights, Product Terms, and this Enrollment.

- c. Enrolled Affiliate may not deploy or use Government Community Cloud Services and corresponding non-Government Community Cloud Services in the same domain.
- d. **Use Rights for Government Community Cloud Services.** For Government Community Cloud Services, notwithstanding anything to the contrary in the Use Rights:
 - (i) Government Community Cloud Services will be offered only within the United States.
 - (ii) Additional European Terms, as set forth in the Use Rights, will not apply.
 - (iii) References to geographic areas in the Use Rights with respect to the location of Customer Data at rest, as set forth in the Use Rights, refer only to the United States.



Enrollment Details

1. Enrolled Affiliate's Enterprise.

- a. Identify which Agency Affiliates are included in the Enterprise. (Required) Enrolled Affiliate's Enterprise must consist of entire offices, bureaus, agencies, departments or other entities of Enrolled Affiliate, not partial offices, bureaus, agencies, or departments, or other partial entities. Check only one box in this section. If no boxes are checked, Microsoft will deem the Enterprise to include the Enrolled Affiliate only. If more than one box is checked, Microsoft will deem the Enterprise to include the largest number of Affiliates:

Enrolled Affiliate only

Enrolled Affiliate and all Affiliates

Enrolled Affiliate and the following Affiliate(s) (Only identify specific affiliates to be included if fewer than all Affiliates are to be included in the Enterprise):

Enrolled Affiliate and all Affiliates, with following Affiliate(s) excluded:

- b. Please indicate whether the Enrolled Affiliate's Enterprise will include all new Affiliates acquired after the start of this Enrollment: Exclude future Affiliates

2. Contact information.

Each party will notify the other in writing if any of the information in the following contact information page(s) changes. The asterisks (*) indicate required fields. By providing contact information, Enrolled Affiliate consents to its use for purposes of administering this Enrollment by Microsoft, its Affiliates, and other parties that help administer this Enrollment. The personal information provided in connection with this Enrollment will be used and protected in accordance with the privacy statement available at <https://www.microsoft.com/licensing/servicecenter>.

- a. **Primary contact.** This contact is the primary contact for the Enrollment from within Enrolled Affiliate's Enterprise. This contact is also an Online Administrator for the Volume Licensing Service Center and may grant online access to others. The primary contact will be the default contact for all purposes unless separate contacts are identified for specific purposes

Name of entity (must be legal entity name)* Mono County

Contact name* First Milan Last Salva

Contact email address* msalva@mono.ca.gov

Street address* 1290 Tavern Road

City* Mammoth Lakes

State* CA
Postal code* 93546-6601
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country* United States
Phone* (760) 924-1696
Tax ID

** indicates required fields*

- b. Notices contact and Online Administrator.** This contact (1) receives the contractual notices, (2) is the Online Administrator for the Volume Licensing Service Center and may grant online access to others, and (3) is authorized to order Reserved Licenses for eligible Online Services, including adding or reassigning Licenses and stepping-up prior to a true-up order.

Same as primary contact (default if no information is provided below, even if the box is not checked).

Contact name* First Last
Contact email address*
Street address*
City*
State*
Postal code* -
(Please provide the zip + 4, e.g. xxxxx-xxxx)
Country*
Phone*

Language preference. Choose the language for notices. English
 This contact is a third party (not the Enrolled Affiliate). Warning: This contact receives personally identifiable information of the Customer and its Affiliates.

** indicates required fields*

- c. Online Services Manager.** This contact is authorized to manage the Online Services ordered under the Enrollment and (for applicable Online Services) to add or reassign Licenses and step-up prior to a true-up order.

Same as notices contact and Online Administrator (default if no information is provided below, even if box is not checked)

Contact name*: First Last
Contact email address*
Phone*

This contact is from a third party organization (not the entity). Warning: This contact receives personally identifiable information of the entity.

** indicates required fields*

- d. Reseller information.** Reseller contact for this Enrollment is:

Reseller company name* Dell Inc.
Street address (PO boxes will not be accepted)* One Dell Way
City* Round Rock
State* TX
Postal code* 78682
Country* United States
Contact name* Government Contract Admin
Phone* 847-465-3700
Contact email address* US_MS_VL_Admin@Dell.com

** indicates required fields*

By signing below, the Reseller identified above confirms that all information provided in this Enrollment is correct.

Signature* <u>RoseAnn Bretzmann</u>
Printed name* RoseAnn Bretzmann
Printed title* Analyst
Date* 11/21/2023

* indicates required fields

Changing a Reseller. If Microsoft or the Reseller chooses to discontinue doing business with each other, Enrolled Affiliate must choose a replacement Reseller. If Enrolled Affiliate or the Reseller intends to terminate their relationship, the initiating party must notify Microsoft and the other party using a form provided by Microsoft at least 90 days prior to the date on which the change is to take effect.

- e. If Enrolled Affiliate requires a separate contact for any of the following, attach the Supplemental Contact Information form. *Otherwise, the notices contact and Online Administrator remains the default.*
- (i) Additional notices contact
 - (ii) Software Assurance manager
 - (iii) Subscriptions manager
 - (iv) Customer Support Manager (CSM) contact

3. **Financing elections.**

Is a purchase under this Enrollment being financed through MS Financing? Yes, No.

If a purchase under this Enrollment is financed through MS Financing, and Enrolled Affiliate chooses not to finance any associated taxes, it must pay these taxes directly to Microsoft.

Amendment to Contract Documents

Enrollment Number

5-0000010719307

This amendment (“Amendment”) is entered into between the parties identified on the attached program signature form. It amends the Enrollment or Agreement identified above. All terms used but not defined in this Amendment will have the same meanings provided in that Enrollment or Agreement.

Enterprise Enrollment Invoice for Quoted Price Amendment ID M97

The price quoted to Enrolled Affiliate is a fixed price based on an estimated order submission date. Microsoft will invoice Enrolled Affiliate based on this fixed price quote. If this order is submitted later than the estimated order submission date, Enrolled Affiliate will be charged for net new Monthly Subscriptions (including Online Services) for the period during which these services were not provided. For Indirect models, Pricing to Enrolled Affiliate is agreed between Enrolled Affiliate and Enrolled Affiliate’s Reseller.

SKU Number	SKU Description	Existing Quantity	Incremental quantities
AAD-32907	EMS G3 GCC ALng Sub Per User	273	0
U4S-00002	O365 G1 GCC Sub Per User	62	0
3GU-00001	Defender O365 P1 GCC Sub Per User	309	0
4ES-00001	EOA Exchange Online GCC Sub Per User	62	0
3NS-00003	Exchange Online P2 GCC Sub Per User	36	0
M9T-00002	O365 Extra File Storage GCC Sub Add-on Extra Storage 1 GB	500	0
NYH-00001	Teams AC with Dial Out US/CA GCC Sub Add-on	0	273
AAA-11894	O365 G3 GCC Sub Per User	211	0

Except for changes made by this Amendment, the Enrollment or Agreement identified above remains unchanged and in full force and effect. If there is any conflict between any provision in this Amendment and any provision in the Enrollment or Agreement identified above, this Amendment shall control.

This Amendment must be attached to a signature form to be valid.

Microsoft Internal Use Only:

(M97)EnrAmend(Ind)(InvoiceforQuotedPrice)(WW)(ENG)(Jan2023)v2(IU).docx		M97	B
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Proposal ID

2581969.002

Enrollment Number

Language: English (United States)

Enrolled Affiliate's Enterprise Products and Enterprise Online Services summary for the initial order:				
Profile	Qualified Devices	Qualified Users	Device / User Ratio	CAL Licensing Model
Enterprise	25	273	0.1	User Licenses

Products	Enterprise Quantity
Office Professional Plus	
Office Professional Plus	25
Office 365 Plans	
O365 G1 GCC	62
O365 G3 GCC	211
Enterprise Mobility and Security (EMS)	
Enterprise Mobility and Security USL	273

Enrolled Affiliate's Product Quantities:				
Price Group	1	2	3	4
Enterprise Products	Office Professional Plus + M365 Apps for Enterprise + Office 365 (Plans E3 and E5) + Microsoft 365 Enterprise	Client Access License + Office 365 (Plans E1, E3 and E5) + Microsoft 365 Enterprise	Client Access License + Windows Intune + EMS USL + Microsoft 365 Enterprise	Win E3 + Win E5 + Win VDA + Microsoft 365 Enterprise
Quantity	236	273	273	0

Enrolled Affiliate's Price Level:	
Product Offering / Pool	Price Level
Enterprise Products and Enterprise Online Services USLs: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Groups 1 through 4.	D
Additional Product Application Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 1.	D
Additional Product Server Pool: Unless otherwise indicated in associated contract documents, Price level set using the highest quantity from Group 2 or 3.	D
Additional Product Systems Pool: Unless otherwise indicated in associated contract documents, Price level set using quantity from Group 4.	D

Notes	
Unless otherwise indicated in the associated contract documents, the price level for each Product offering / pool is set as described above, based upon the quantity to price level mapping below:	
Quantity of Licenses and Software Assurance	Price Level
2,399 and below	A
2,400 to 5,999	B
6,000 to 14,999	C
15,000 and above	D
Note 1: Enterprise Online Services may not be available in all locations. Please see the Product List for a list of locations where these may be purchased.	
Note 2: If Enrolled Affiliate does not order an Enterprise Product or Enterprise Online Service associated with an applicable Product pool, the price level for Additional Products in the same pool will be price level "A" throughout the term of the Enrollment. Refer to the Qualifying Government Entity Addendum pricing provision for more details on price leveling.	

Participation Agreement

This Participation Agreement (this "Agreement") is entered into by and between Mono County, California (the "County") and Dell Marketing L.P. ("Contractor"), with an effective date of December 1, 2023.

WHEREAS, the County of Riverside and Microsoft Corporation are parties to that certain Microsoft Enterprise Agreement (Master Agreement No. 8084445; the "Master Agreement"); and

WHEREAS, Contractor and the County of Riverside are parties to that certain Licensing Solution Provider Agreement Number PSA-0001524 dated October 22, 2019 (the "LSPA"); and

WHEREAS, the County wishes to order certain product licenses, receive support, and otherwise participate as an Enrolled Affiliate (as defined in the LSPA), under and in accordance with the terms of the LSPA; and

WHEREAS, Contractor wishes to permit the County to become an Enrolled Affiliate in accordance with and subject to the terms of this Agreement.

NOW THEREFORE, in consideration of the premises set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the County and Contractor hereby agree as follows:

1. Defined Terms; Recitals. Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the LSPA and the Master Agreement. The foregoing recitals are incorporated into and made a part of this Agreement.
2. Enrollment. As a condition to the County's participation as an Enrolled Affiliate under the LSPA, and by its signature of this Agreement, the County agrees to complete the enrollment and comply with and be bound by all terms and conditions set forth in the LSPA and the Master Agreement. Subject to such completion and compliance, the parties agree that the County shall constitute an Enrolled Affiliate. The County represents and warrants that it meets and will continue to meet throughout the term of this Agreement, the definition of "Enrolled Affiliate" set forth in the LSPA and the Master Agreement.
3. Term. The term of this Agreement shall commence on December 1, 2023 and will continue through November 30, 2026, unless terminated earlier in accordance with the LSPA or the Master Agreement.
4. Entire Agreement. This Agreement, the LSPA, and the Master Agreement constitute the entire agreement between the parties with respect to the subject matter hereof and all agreements and representations between the parties made or dated prior to the date hereof. In the event of any conflict between this Agreement and the LSPA or the Master Agreement, the terms of the LSPA and the Master Agreement shall control. The County shall be bound by the terms of any subsequent amendment, modification, supplement, rider, addendum, renewal, extension or replacement of the LSPA or the Master Agreement, whether or not the County is a signatory thereto or had knowledge or received notice thereof.
5. Vendor Contact Information: Sam Andrews, (512) 720-4469, sam.andrews@dell.com

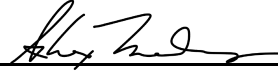
(Signatures follow on next page)

IN WITNESS WHEREOF, the parties have entered into this Agreement as of December 1, 2023

MONO COUNTY, CALIFORNIA

DELL MARKETING L.P.

BY: _____

BY:  _____

NAME: _____

NAME: Alex Medrano

TITLE: _____

TITLE: Senior Legal Counsel

DATE: _____

DATE: 11/28/23



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Sheriff's Office

TIME REQUIRED

SUBJECT Resolution Authorizing Amendment of
the Mono County Allocation List --
Sheriff's Office

**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 authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to eliminate one Fiscal Technical Specialist VIII/III and add one Fiscal Technical Specialist IV in the Office of the Sheriff.

RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

FISCAL IMPACT:

None. There is sufficient funding in the Sheriff's Office budget for the position.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 760-932-7549 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution

History

Time	Who	Approval
11/29/2023 1:25 PM	County Counsel	Yes
11/27/2023 4:25 PM	Finance	Yes

11/29/2023 2:31 PM

County Administrative Office

Yes

MONO COUNTY
SHERIFF
A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: December 5, 2023
TO: The Honorable Board of Supervisors

Clint Dohmen
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: Allocation List Change in the Sheriff's Office

DISCUSSION:

During Budget Hearing for the Fiscal Year 2023/2024 Budget, the Board of Supervisors approved a Policy Item authorizing a Fiscal Technical Specialist I/II/III/IV position to be shared by the Sheriff's Office and the Probation Department. However, the Allocation List shows a Fiscal Technical Specialist I/II/III, not the full range approved by the Board. This allocation list resolution will ensure that the position is accurately reflected.

FINANCIAL IMPACT:

There is sufficient funding in the budget for a Fiscal Technical Specialist IV.

Respectfully submitted,

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

Ingrid Braun
Sheriff-Coroner



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 I/II/III AND ADD ONE
FISCAL TECHNICAL SPECIALIST IV IN THE OFFICE OF THE SHERIFF**

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 I/II/III.
2 Salary Range MCPE 51/55/59 (new total zero).

3 Add the allocation of one full-time permanent Fiscal Technical Specialist IV. Salary
4 Range MCPE 63 (new total one).

5
6 **PASSED, APPROVED and ADOPTED** this _____ day of _____, 2023,
7 by the 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 December 5, 2023

Departments: Public Works - Facilities

TIME REQUIRED

SUBJECT Public Works - Parks and Facilities
Supervisor

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Eric Eilts is being recommended for promotion from Craftworker Step E to a Parks and Facilities Supervisor Step C.

RECOMMENDED ACTION:

Authorize the promotion of existing employee Eric Eilts from Craftworker Step E to a Parks and Facilities Supervisor Step C.

FISCAL IMPACT:

This position is funded by the General Fund. Eric Eilts will be filling the Supervisor position at a Step C which was previously held by Claude Fiddler at a step E, so there will be budget savings of approximately \$4,700 for the remainder of this fiscal year.

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> Staff Report</p>

History

Time	Who	Approval
11/29/2023 1:21 PM	County Counsel	Yes
11/27/2023 5:05 PM	Finance	Yes
11/29/2023 1:58 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: December 5, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Subject: Public Works Parks and Facilities Supervisor

Background:

Eric Eilts is presently working for Mono County as a Crafts worker. On the retirement of Claude Fiddler, the position of Parks and Facilities Supervisor became open. Eric, one of two applicants, with a very good interview performance, was selected as the candidate for the position.

Based on Mono County Policy, as an employee is promoted, 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:

As Eric Eilts has demonstrated exceptional qualifications and service to Mono County, I recommend starting him in the position of Parks and Facilities Supervisor at Step C.

Eric has been performing the job of Parks and Facilities Supervisor out of class as Claude Fiddler prepared for retirement. Before that he operated as a Craftsworker, which presently requires the highest skill level.

Eric Eilts brings to the table 25 years of experience specializing in all areas of construction including but not limited to:

- Overseeing and coordinating all aspects of projects
- Managing crew of both experienced and unexperienced workers.
- Coordinating materials deliveries for efficient work efforts.
- Understanding of building codes and requirements that are not always specified in his work tasks.
- Knowledge of OSHA safety requirements
- Coordinating work with inspectors, geotechnical experts, and engineers.
- Managing outside contracts to make sure that work is done to the County Standards.
- Skilled in electrical, plumbing, concrete, irrigation, and flood control.
- Helps with snow removal for roads department, such as last year, when Mono City was shut off to the outside world.

Also of importance, every person in the crew respects Eric Eilts, his skill, his demeanor, and his guidance. Eric has integrity in everything that he does and is 100% honest. He takes care of County tools, equipment and vehicles the same as he would his own. Eric always answers his phone and always does that bit extra. On Character, Eric skied in and out of Mono City last winter, bringing in supplies for those that needed it. Eric is a lifelong local resident and fully deserves to start at C in this new position.

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,

A handwritten signature in blue ink, appearing to read "Paul Roten", with a stylized flourish at the end.

Paul Roten
Director of Public Works



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Elections

TIME REQUIRED

SUBJECT Consolidation of Elections -
Mammoth 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)

Consolidation of School Bond Election of the Mammoth Unified School District with the Statewide Primary Election on March 5, 2024, and direction to the Mono County Elections Division to conduct the election and canvass the returns.

RECOMMENDED ACTION:

Consider and potentially adopt proposed Resolution, Consolidating the School Bond Election called by the Mammoth Unified School District for the Purpose of Submitting to the Voters of the District a measure entitled "Mammoth Unified School District Educator Housing and School Safety and Renovation Measure".

FISCAL IMPACT:

Additional costs associated with adding an extra contest to the ballot. These costs will not be known until after the election. In accordance with Elections Code Section 10002, the Board of Education of the Mammoth Unified School District shall reimburse the County for these additional costs.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Staff Report MUSD
<input type="checkbox"/> MUSD Resolution and Full Text for Measure
<input type="checkbox"/> Mono County Draft Resolution for MUSD Consolidation

History

Time	Who	Approval
11/28/2023 1:20 PM	County Counsel	Yes
11/27/2023 4:27 PM	Finance	Yes
11/28/2023 1:34 PM	County Administrative Office	Yes



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

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

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

December 5, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Registrar of Voters

Re: Consolidation of Elections - Mammoth Unified School District

Discussion:

At the November 16, 2023 meeting of the Board of Education of the Mammoth Unified School District, Resolution #(23/24)-04 was adopted calling for and giving notice of a School Bond Election to be held on March 5, 2024, for the purpose of approving a measure titled, "Mammoth Unified School District Educator Housing and School Safety and Renovation Measure."

Resolution #(23/24)-04 also requests that the Mono County Board of Supervisors consent and agree to consolidate the School Bond Election with the statewide primary election to be held on the same date.

As part of this resolution, the Board of Education of the Mammoth Unified School District is requesting that the Mono County Elections Division be responsible for the conduct of the consolidated election.

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

Queenie Barnard
Mono County Registrar of Voters
760-932-5534
qbarnard@mono.ca.gov

Attachments:

1. MUSD Resolution and Full Text for Measure
2. Mono County Draft Resolution for MUSD Consolidation



MAMMOTH
UNIFIED SCHOOL DISTRICT

Superintendent
Dr. Annie Rinaldi
Board President
Alonso Escobar

Board of Education
Shana Stapp
Lou Stewart
Chelsea Nash
Marty Thompson

November 17, 2023

Queenie Barnard
Clerk of the Board of Supervisors
County of Mono
74 North School Street, Annex I
Bridgeport, CA 93517


Re: General Obligation Bond Election — March 5, 2024

Dear Ms. Barnard:

Please find enclosed a certified copy of a resolution adopted on November 16, 2023, by the Board of Education of the Mammoth Unified School District ordering a school bond election to be held in the District (the "Resolution") and consolidated with any other elections held in the same territory on March 5, 2024, delivered to you in accordance with Elections Code Section 10403.

The District requests that you see that this election is consolidated as requested in Section 3 of the Resolution.

Thank you for your assistance. If you require any further information or have any questions, please do not hesitate to contact me at (760) 934-6802 ext. 511 or the District's bond counsel, Don Field of Orrick, Herrington & Sutcliffe LLP, at (949) 852-7727.

Very truly yours,


Annie Rinaldi, Superintendent

RESOLUTION #(23/24)-04

**RESOLUTION OF THE BOARD OF EDUCATION OF THE
MAMMOTH UNIFIED SCHOOL DISTRICT ORDERING A
SCHOOL BOND ELECTION, AND AUTHORIZING
NECESSARY ACTIONS IN CONNECTION THEREWITH**

WHEREAS, the Board of Education (the “Board”) of the Mammoth Unified School District (the “District”), located in the County of Mono (the “County), is authorized to order elections within the District and to designate the specifications thereof, pursuant to Sections 5304 and 5322 of the California Education Code; and

WHEREAS, the Board is specifically authorized to order elections for the purpose of submitting to the electors the question of whether bonds of the District shall be issued and sold for the purpose of raising money for the purposes authorized pursuant to California Education Code Sections 15100 *et seq.*; and

WHEREAS, pursuant to a two-thirds vote of the school district board and subject to Section 15100 of the California Education Code, under paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the Constitution of the State of California (the “California Constitution”) and subdivision (b) of Section 18 of Article XVI of the California Constitution, and Section 15266 of the California Education Code, school districts may seek approval of bonds and levy an *ad valorem* tax to repay those bonds upon a 55% vote of the voters of the district voting on the proposition for the purposes hereinafter specified, provided certain accountability requirements are included in the proposition, including (a) that the proceeds from the sale of the bonds be used only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses, (b) that a list of the specific school facilities projects to be funded be included, and certification that the school district board has evaluated safety, class size reduction, and information technology needs in developing that list, (c) that the school district board conduct an annual, independent performance audit to ensure that the funds have been expended only on the specific projects listed, and (d) that the school district board conduct an annual, independent financial audit of the proceeds from the sale of the bonds until all of those proceeds have been expended for the school facilities projects; and

WHEREAS, the Board deems it necessary and advisable to submit such a bond proposition to the electors, which, if approved by at least 55% of the votes cast, would permit the District to issue its bonds; and

WHEREAS, the Board has evaluated the facilities needs of the District in order to determine which projects to finance from a local bond at this time; and

WHEREAS, in order to address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed under the heading

entitled “BOND PROJECT LIST” included in the full text of the bond proposition set forth in Exhibit A attached hereto (the “Bond Project List”); and

WHEREAS, the Board has determined that the projects listed on the Bond Project List are authorized to be financed with bonds of the District under subsection (a) of Section 15100 of the California Education Code and are for purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and not for any other purpose, including teacher and administrator salaries and other school operating expenses; and

WHEREAS, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond proposition, the Board has evaluated safety, class size reduction and information technology needs in developing the Bond Project List; and

WHEREAS, in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond proposition, annual, independent performance and financial audits shall be required as part of the bond proposition; and

WHEREAS, pursuant to Section 15278 of the California Education Code, if a bond proposition is authorized in accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, the governing board of the school district shall establish and appoint members to an independent citizens’ oversight committee to ensure that (a) bond revenues are expended only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses; and

WHEREAS, in accordance with Section 15278 of the California Education Code, and as provided in the full text of the bond proposition, an independent citizens’ oversight committee shall be required as part of the bond proposition; and

WHEREAS, a bond election authorized pursuant to paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, must be conducted concurrent with a statewide primary election, general election or special election, or at a regularly scheduled local election at which all of the electors of the District are entitled to vote, as required by Section 15266 of the California Education Code; and

WHEREAS, on March 5, 2024, a statewide primary election is scheduled to be conducted throughout the District; and

WHEREAS, subsection (c) of Section 15100 of the California Education Code provides that, before the governing board of a school district may order an election pursuant to California Education Code Sections 15100 *et seq.*, it shall obtain reasonable and informed projections of assessed property valuations that take into consideration projections of assessed property valuations made by the county assessor; and

WHEREAS, although the County Assessor does not make projections of assessed property valuations beyond the next succeeding tax year, the Board has been presented with projections of assessed property valuations of the property within the boundaries of the District in connection with developing the bond proposition that take into consideration, among other things, the long-term historical average growth rates of assessed property valuations of the property within the boundaries of the District and the Board finds those projections to be reasonable and informed; and

WHEREAS, the Board has determined that, based upon such projections of assessed property valuation, if approved by voters, the tax rate levied to meet the debt service requirements of the bonds proposed to be issued will not exceed the maximum tax rate permitted by Section 15270 of the California Education Code; and

WHEREAS, Section 9400 *et seq.* of the California Elections Code requires that a tax information statement be contained in all official materials, including any voter information guide prepared, sponsored or distributed by the District, relating to the election; and

WHEREAS, the Board now desires to authorize the filing of a ballot argument in favor of the bond proposition to be submitted to the voters at the election; and

WHEREAS, the District expects to pay certain expenditures (the "Reimbursement Expenditures") in connection with the projects listed in the Bond Project List prior to financing the costs associated with such projects on a long-term basis; and

WHEREAS, the District reasonably expects that certain of the proceeds of the bonds proposed to be issued under the bond proposition, if approved by voters, will be used to reimburse the Reimbursement Expenditures; and

WHEREAS, Section 1.150-2 of the Treasury Regulations requires the District to declare its reasonable official intent to reimburse prior expenditures for the projects listed in the Bond Project List with proceeds of a subsequent borrowing; and

WHEREAS, if any project to be funded by the bonds will require State of California matching grant funds for any phase, the sample ballot must contain a statement, in the form prescribed by law, advising the voters that such project is subject to the approval of State matching funds and, therefore, passage of the bond proposition is not a guarantee that the project will be completed, and the Board finds that completion of no portion of the projects listed in the Bond Project List will require State matching grant funds for any phase thereof;

NOW, THEREFORE, be it resolved, determined and ordered by the Board of Education of the Mammoth Unified School District as follows:

Section 1. **Recitals.** All of the above recitals are true and correct.

Section 2. **Specifications of Election Order; Required Certification.** Pursuant to California Education Code Sections 5304, 5322, 15100 *et seq.*, and 15266, and paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution and subdivision (b) of Section 18 of Article XVI of the California Constitution, a special election shall be held

within the boundaries of the District on March 5, 2024, for the purpose of submitting to the registered voters of the District the bond proposition contained in Exhibit A attached hereto and incorporated herein. In accordance with paragraph (3) of subdivision (b) of Section 1 of Article XIII A of the California Constitution, and as provided in the full text of the bond proposition, the Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

Section 3. Conduct of Election. (a) *Request to County Officers.* Pursuant to Section 5303 of the California Education Code, the Registrar of Voters of the County (the “Registrar of Voters”) is required to, and is hereby requested to, take all steps to hold the election in accordance with law and these specifications.

(b) *Abbreviation of Proposition.* Pursuant to Sections 13119 and 13247 of the California Elections Code and Sections 5322 and 15122 of the California Education Code, the Board hereby directs the Registrar of Voters to use the following statement of the bond proposition on the ballot:

“With funds that cannot be taken by the State and spent elsewhere, shall Mammoth Unified School District’s measure to construct below-market rental housing to attract/retain qualified teachers/staff, classrooms, and physical education facilities; repair roofs; and update heating/air conditioning be adopted, authorizing \$70 million in bonds, at legal rates, levying approximately \$37 per \$100,000 of assessed valuation (raising \$4.5 million annually) while bonds are outstanding, with citizen oversight, independent audits, and full disclosure of spending?”

(c) *Voter Pamphlet.* The Registrar of Voters is hereby requested to reprint the full text of the bond proposition as set forth in Exhibit A in its entirety in the voter information pamphlet to be distributed to voters.

(d) *State Matching Funds.* The District has determined that the projects to be funded from the proposed bonds will not require State matching funds for any phase thereof, and that Section 15122.5 of the California Education Code does not apply to the bond proposition, and accordingly, the Registrar of Voters is directed not to include the disclosure otherwise required by Section 15122.5 of the California Education Code.

(e) *Consolidation Requirement.* Pursuant to Section 15266(a) of the California Education Code, the election shall be consolidated with the statewide primary election on March 5, 2024, and pursuant to California Education Code Section 5342 and Part 3 (commencing with Section 10400) of Division 10 of the California Elections Code, the Registrar of Voters and the Board of Supervisors of the County are hereby requested to order consolidation of the election with such other elections as may be held on the same day in the same territory or in territory that is in part the same. The District hereby acknowledges that the consolidated election will be held and conducted in the manner prescribed by Section 10418 of the California Elections Code.

(f) *Canvass of Results.* The Board of Supervisors of the County is authorized and requested to canvass the returns of the election, pursuant to Section 10411 of the California Elections Code.

(g) *Required Vote.* Pursuant to Section 18 of Article XVI and Section 1 of Article XIII A of the California Constitution, the bond proposition shall become effective upon the affirmative vote of at least 55% of the voters of the District voting on the proposition.

(h) *Election Costs.* The District shall pay all costs of the election approved by the Board of Supervisors of the County pursuant to California Education Code Section 5421.

Section 4. Delivery of Order of Election to County Officers. The Clerk of the Board of the District is hereby directed to cause to be filed as soon as practicable, and in any event no later than December 8, 2023 (which date is not fewer than 88 days prior to the date set for the election), one copy of this Resolution to the Registrar of Voters, including the tax information statement attached hereto as Exhibit B, containing the information required by California Elections Code Section 9400 *et seq.*, completed and signed by the Superintendent of the District, with such technical corrections or additions as deemed necessary by the Superintendent of the District, and shall file a copy of this Resolution with the Clerk of the Board of Supervisors of the County. With respect to the tax information statement attached hereto as Exhibit B, the Board hereby adopts the procedures set forth in Election Code Section 9405.

Section 5. Ballot Arguments. The President of the Board, or any member or members of the Board as the President shall designate, are hereby authorized, but not directed, to prepare and file with the Registrar of Voters a ballot argument in favor of the bond proposition and a rebuttal argument to the argument against the bond proposition, if any, within the time established by the Registrar of Voters, which shall be considered the official ballot argument of the Board as sponsor of the bond proposition.

Section 6. Declaration of Official Intent to Reimburse. The District hereby declares its official intent to use proceeds of the bonds proposed to be issued under the bond proposition to reimburse itself for Reimbursement Expenditures. This declaration is made solely for purposes of establishing compliance with the requirements of Section 1.150-2 of the Treasury Regulations. This declaration does not bind the District to make any expenditure, incur any indebtedness, or proceed with the projects listed in the Bond Project List.

Section 7. Further Authorization. The members of the Board, the Superintendent of the District, and all other officers of the District are hereby authorized and directed, individually and collectively, to do any and all things that they deem necessary or advisable in order to effectuate the purposes of this resolution in accordance with the terms hereof and of applicable provisions of law.

Section 7. Effective Date. This Resolution shall take effect upon its adoption by a two-thirds vote.

PASSED AND ADOPTED this day, November 16, 2023, by the following vote:

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 0

APPROVED:



President of the Board of Education of the
Mammoth Unified School District

Attest:



Clerk of the Board of Education of the
Mammoth Unified School District

EXHIBIT A

FULL TEXT OF BOND PROPOSITION

MAMMOTH UNIFIED SCHOOL DISTRICT EDUCATOR HOUSING AND SCHOOL SAFETY AND RENOVATION MEASURE

This proposition may be known and referred to as the “Mammoth Unified School District Educator Housing and School Safety and Renovation Measure” or as “Measure ___”. *[designation to be assigned by County Registrar of Voters]*

BOND AUTHORIZATION

By approval of this proposition by at least 55% of the voters of the Mammoth Unified School District (the “District”) voting on the proposition, the District shall be authorized to issue and sell bonds of up to \$70,000,000 in aggregate principal amount to provide financing for the specific school facilities projects listed under the heading entitled “BOND PROJECT LIST” below (the “Bond Project List”), and allow the District to qualify to receive potential State of California matching grant funds, subject to all of the accountability safeguards specified below.

ACCOUNTABILITY SAFEGUARDS

The provisions in this section are specifically included in this proposition in order that the voters and taxpayers of the District may be assured that their money will be spent to address specific school facilities needs of the District, all in compliance with the requirements of Article XIII A, Section 1(b)(3) of the Constitution of the State of California (the “California Constitution”), and the Strict Accountability in Local School Construction Bonds Act of 2000 (codified at Sections 15264 and following of the California Education Code).

Evaluation of Needs. The Board of Education of the District (the “Board”) has evaluated the facilities needs of the District in order to determine which projects to finance from a local bond at this time. In order to address the facilities needs of the District, the Board deems it necessary and advisable to fund the specific school facilities projects listed in the Bond Project List. The Board hereby certifies that it has evaluated safety, class size reduction and information technology needs in developing the Bond Project List.

Limitations on Use of Bonds. Proceeds from the sale of bonds authorized by this proposition shall be used only for the construction, reconstruction, rehabilitation, or replacement of school facilities, including the furnishing and equipping of school facilities, or the acquisition or lease of real property for school facilities, and not for any other purpose, including teacher and administrator salaries and other school operating expenses. More specifically, the Bond Project List provides for the specific projects the District proposes to finance with proceeds from the sale of bonds authorized by this proposition and such proceeds shall be applied only to those specific purposes.

Independent Citizens' Oversight Committee. In accordance with and pursuant to California Education Code Section 15278 *et seq.*, the Board shall establish an independent citizens' oversight committee, within 60 days of the date that the Board enters the election results on its minutes pursuant to Section 15274 of the California Education Code, to ensure that (a) bond revenues are expended only for the purposes specified in Article XIII A, Section 1(b)(3) of the California Constitution, and (b) that no funds are used for any teacher or administrative salaries or other school operating expenses. In accordance with Section 15282 of the California Education Code, the citizens' oversight committee shall consist of at least seven members and shall include a member active in a business organization representing the business community located within the District, a member active in a senior citizens' organization, a member active in a bona fide taxpayers' organization, a member that is a parent or guardian of a child enrolled in the District, and a member that is both a parent or guardian of a child enrolled in the District and active in a parent-teacher organization. No employee or official of the District and no vendor, contractor or consultant of the District shall be appointed to the citizens' oversight committee.

Annual Performance Audits. In compliance with the requirements of Article XIII A, Section 1(b)(3)(C) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent performance audit to ensure that the proceeds from the sale of bonds authorized by this proposition have been expended only on the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for performance audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

Annual Financial Audits. In compliance with the requirements of Article XIII A, Section 1(b)(3)(D) of the California Constitution, and the Strict Accountability in Local School Construction Bonds Act of 2000, the Board shall conduct an annual, independent financial audit of the proceeds from the sale of bonds authorized by this proposition until all of those proceeds have been spent for the school facilities projects listed in the Bond Project List. These audits shall be conducted in accordance with the Government Auditing Standards issued by the Comptroller General of the United States for financial audits. The results of these audits shall be made publicly available and shall be submitted to the citizens' oversight committee in accordance with Section 15286 of the California Education Code.

Special Bond Proceeds Account; Annual Report to Board. In compliance with the requirements of California Government Code Section 53410 and following, upon approval of this proposition and the sale of any bonds approved, the Board shall take actions necessary to establish an account in which proceeds of the sale of bonds authorized by this proposition shall be deposited. In compliance with the requirements of California Government Code Section 53411, as long as any proceeds of the bonds remain unexpended, the chief fiscal officer of the District shall cause a report to be filed with the Board at least once a year,

stating (a) the amount of funds collected and expended in that year, and (b) the status of any project required or authorized to be funded from bond proceeds. The report may relate to the calendar year, fiscal year, or other appropriate annual period as the chief fiscal officer of the District shall determine, and may be incorporated into the annual budget, audit, or other appropriate routine report to the Board.

FURTHER SPECIFICATIONS

Joint-Use Projects. The District may enter into agreements with other public agencies or nonprofit organizations for joint use of the school facilities financed with the proceeds from the sale of bonds authorized by this proposition in accordance with California Education Code Section 17077.42 (or any successor provision). The District may seek State grant funds for eligible joint-use projects as permitted by law, and this proposition hereby specifies and acknowledges that, subject to the limitations on the uses provided for herein, the proceeds from the sale of bonds authorized by this proposition will or may be used to fund all or a portion of the local share for any eligible joint-use projects identified in the Bond Project List or as otherwise permitted by California State regulations, as the Board shall determine.

Single Purpose. All of the purposes enumerated in this proposition shall be united and voted upon as one single proposition, pursuant to California Education Code Section 15100, and all the enumerated purposes shall constitute the specific single purpose of the bonds, and the proceeds from the sale of bonds authorized by this proposition shall be spent only for such purpose, pursuant to California Government Code Section 53410.

Other Terms of the Bonds. When sold, the bonds shall bear interest at an annual rate not exceeding the statutory maximum, and that interest shall be made payable at the time or times permitted by law. The bonds may be issued and sold in several series, and no bond shall be made to mature more than the statutory maximum number of years from the date borne by that bond.

BOND PROJECT LIST

The Bond Project List below lists the specific projects the District proposes to finance with proceeds of the bonds. The Bond Project List shall be considered a part of this bond proposition and shall be reproduced in any official document required to contain the full statement of the bond proposition. Listed projects will be completed as needed at a particular school or school facility site according to Board-established priorities, and the order in which such projects appear on the Bond Project List is not an indication of priority for funding or completion. In so far as permitted by law, each project is assumed to include its share of costs of the election and bond issuance, construction-related costs, such as project and construction management, architectural, engineering, permitting and entitlements, inspection and similar planning and testing costs, demolition and interim housing costs, legal, accounting and similar fees, costs related to the independent annual financial and performance audits, a contingency for unforeseen design and construction costs, and other costs incidental to or

necessary for completion of the listed projects (whether the related work is performed by the District or third parties). The final cost of each project will be determined as plans are finalized, construction bids are awarded, and projects are completed. In addition, certain project funds expected from non-local bond sources, including State of California grant funds for eligible projects, have not yet been secured. Therefore, the Board cannot guarantee that the bond proceeds will provide sufficient funds to allow completion of all listed projects. Alternatively, if the District obtains unexpected funds from non-local bond sources with respect to listed projects, such projects may be enhanced, supplemented or expanded to the extent of such funds. Some projects may be subject to further government approvals, including by State officials and boards and/or local environmental or agency approval. Inclusion of a project on the Bond Project List is not a guarantee that the project will be completed (regardless of whether bond funds are available).

The specific projects authorized to be financed with proceeds from the sale of bonds authorized by this proposition are as follows:

CONSTRUCT EDUCATOR HOUSING
Acquisition and construction of rental housing units for teachers and staff, including:
<ul style="list-style-type: none"> • Acquisition of land and any rights-of-way and easements made necessary by construction of such facilities. • Planning, designing and constructing such facilities. • Associated onsite and offsite development and other improvements made necessary by construction of such facilities. • Acquisition and installation of furnishings and equipment related to the newly constructed facilities.
All or portions of this project may be used as a joint-use project within the meaning of Section 17077.42(c) of the California Education Code (or any successor provision).
MAMMOTH ELEMENTARY SCHOOL PROJECTS
The following projects are authorized to be financed at Mammoth Elementary School:
<ul style="list-style-type: none"> • Acquire and install new flooring in the multi-purpose room. • Construct transitional kindergarten classrooms, restrooms and related facilities. • Construct a new playground area and acquire and install playground equipment, surface and fixtures for such playground. • Renovate playfield and existing playground and replace existing playground equipment, surface and fixtures with new equipment, surface and fixtures. • Repair, renovate and/or replace asphalt, concrete and other hard surfaces. • Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment. • Replace, renovate, acquire and/or install casework and other interior finishes. • Improve, correct, restore and/or renovate grounds, buildings, and structures or portions thereof to eliminate or mitigate health and safety risks and/or comply with

local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).

MAMMOTH MIDDLE SCHOOL PROJECTS

The following projects are authorized to be financed at Mammoth Middle School:

- Replace roofs and remove leaking skylights.
- Update play areas, including relocating playground area and acquiring and installing new playground equipment, surface and fixtures.
- Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment.
- Repair, renovate and/or replace asphalt, concrete and other hard surfaces.
- Improve, correct, restore and/or renovate grounds, buildings, and structures or portions thereof to eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).

MAMMOTH HIGH SCHOOL PROJECTS

The following projects are authorized to be financed at Mammoth High School:

- Construct a field house and related amenities, including a track, restrooms and storage rooms, to hold physical education classes and sports practices indoors.
- Renovate site entrance to improve visitor access and campus security.
- Make campus safety improvements and ingress/egress, traffic flow, pick-up/drop-off and parking area improvements.
- Repair, renovate and/or replace asphalt, concrete and other hard surfaces.
- Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment.
- Make structural improvements to and/or retrofit existing gymnasium to meet current building codes.
- Install electric vehicle charging stations.
- Improve, correct, restore and/or renovate grounds, buildings, and structures or portions thereof to eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).

SIERRA HIGH SCHOOL PROJECTS

The following projects are authorized to be financed at Sierra High School and District Office:

- Acquire and install heating, ventilation and air conditioning (HVAC) systems and equipment.
- Improve, correct, restore and/or renovate grounds, buildings, and structures or

portions thereof to eliminate or mitigate health and safety risks and/or comply with local, state and federal building, health, safety, access and other related requirements, including access requirements of the Americans with Disabilities Act (ADA).

MISCELLANEOUS

All listed bond projects include the following as needed:

- Planning, designing and providing temporary housing necessary for listed bond projects.
- The inspection, sampling and analysis of grounds, buildings and building materials to determine the presence of hazardous materials or substances, including asbestos, lead, etc., and the encapsulation, removal, disposal and other remediation or control of such hazardous materials and substances.
- Seismic and historical evaluations, site surveys (including topographic, geological and utility surveys), and infrastructure analyses.
- Necessary onsite and offsite preparation or restoration in connection with new construction, renovation or remodeling, or installation or removal of relocatable buildings or other temporary buildings, including demolition of structures; removing, replacing, or installing irrigation, drainage, utility lines (gas, water, sewer, electrical, data and voice, etc.), trees and landscaping; and relocating fire access roads or ingress/egress pathways.
- Address other unforeseen conditions revealed by construction, renovation or modernization (including plumbing or gas line breaks, dry rot, seismic and structural deficiencies, etc.).
- Acquire or construct other improvements required to comply with building codes, including seismic safety requirements, the Field Act, and access requirements.
- Acquisition of any rights-of-way, easements, licenses and/or real property made necessary by listed bond projects, or lease of real property made necessary by the listed bond projects.
- Acquire or construct storage facilities and other space on an interim basis, as needed to accommodate construction materials, equipment, and personnel.
- Furnishing and equipping of classrooms and other school facilities; furnishing and equipping shall include initial purchases, and scheduled and necessary replacements, upgrades and updating of technology.
- All other costs and work necessary or incidental to the listed bond projects.

PROJECTS INVOLVING RENOVATION, REHABILITATION OR REPAIR

For any project involving renovation, rehabilitation or repair of a building or the major portion of a building, the District shall be authorized to proceed with new replacement construction instead (including any necessary demolition) if the Board of Education determines that replacement new construction is more practical than renovation, rehabilitation or repair, considering the building's age, condition, expected remaining life, comparative cost and other relevant factors.

GENERAL PROVISIONS

Interpretation. The terms of this bond proposition and the words used in the Bond Project List shall be interpreted broadly to effect the purpose of providing broad and clear authority for the officers and employees of the District to provide for the school facilities projects the District proposes to finance with the proceeds of the sale of bonds authorized by this proposition within the authority provided by law, including Article XIII A, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. Without limiting the generality of the foregoing, such words as repair, improve, upgrade, expand, modernize, renovate, and reconfigure are used in the Bond Project List to describe school facilities projects in plain English and are not intended to expand the nature of such projects beyond, or have an effect on, and shall be interpreted to only permit, what is authorized under Article XIII A, Section 1(b)(3) of the California Constitution, California Education Code Section 15000 *et seq.* and the Strict Accountability in Local School Construction Bonds Act of 2000. In this regard, the Bond Project List does not authorize, and shall not be interpreted to authorize, expending proceeds of the sale of bonds authorized by this proposition for current maintenance, operation or repairs. The school facilities projects on the Bond Project List only authorize capital expenditures.

Estimated Ballot Information. The Board hereby declares, and the voters by approving this bond proposition concur, that the information included in the statement of the bond proposition to be voted on pursuant to Section 13119 of the California Elections Code is based upon the District's projections and estimates only and is not binding upon the District. The amount of money to be raised annually and the rate and duration of the tax to be levied for the bonds may vary from those presently estimated due to variations from these estimates in the timing of bond sales, the amount of bonds sold and market interest rates at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount of bonds sold at any given time will be determined by the District based on need for project funds and other factors. The actual interest rates at which the bonds will be sold will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process.

Headings. The headings or titles of the sections of the bond proposition, including any headings or titles included in the Bond Project List, are solely for convenience of reference and shall not affect the meaning, construction or effect of the bond proposition.

Severability. The Board hereby declares, and the voters by approving this bond proposition concur, that every section and part of this bond proposition has independent value, and the Board and the voters would have adopted each provision hereof regardless of every other provision hereof. Upon approval of this bond proposition by the voters, should any part be found by a court of competent jurisdiction to be invalid for any reason, all remaining parts hereof shall remain in

full force and effect to the fullest extent allowed by law, and to this end the provisions of this bond proposition are severable.

EXHIBIT B

TAX INFORMATION STATEMENT

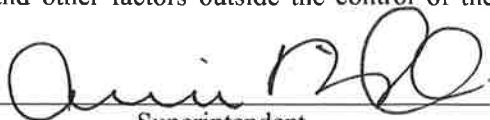
An election will be held in the Mammoth Unified School District (the "District") on March 5, 2024, to authorize the sale of up to \$70,000,000 in bonds of the District to finance school facilities as described in the proposition. If the bond proposition is approved by at least 55% of the voters of the District voting on the bond proposition, the District expects to issue the bonds in multiple series over time. Principal and interest on the bonds will be payable from the proceeds of tax levies made upon the taxable property in the District. The following information is provided in compliance with Sections 9400 through 9405 of the California Elections Code.

1. The best estimate of the average annual tax rate that would be required to be levied to fund this bond issue over the entire duration of the bond debt service, based on assessed valuations available at the time of filing of this statement, is \$36.89 per \$100,000 (3.689 cents per \$100) of assessed valuation. The final fiscal year in which the tax to be levied to fund this bond issue is anticipated to be collected is fiscal year 2054-55.
2. The best estimate of the highest tax rate that would be required to be levied to fund this bond issue, based on estimated assessed valuations available at the time of filing of this statement, is \$41.33 per \$100,000 (4.133 cents per \$100) of assessed valuation in fiscal year 2026-27.
3. The best estimate of the total debt service, including the principal and interest, that would be required to be repaid if all of the bonds are issued and sold is approximately \$130,535,869.

Voters should note that estimated tax rates are based on the *ASSESSED VALUE* of taxable property on the County's official tax rolls, *not* on the property's market value, which could be more or less than the assessed value. In addition, taxpayers eligible for a property tax exemption, such as the homeowner's exemption, will be taxed at a lower effective tax rate than described above. Property owners should consult their own property tax bills and tax advisors to determine their property's assessed value and any applicable tax exemptions.

Attention of all voters is directed to the fact that the foregoing information is based upon the District's projections and estimates only, which are not binding upon the District. The average annual tax rate, the highest tax rate, the final fiscal year in which the tax is anticipated to be collected and the year or years in which they will apply, and the actual total debt service, may vary from those presently estimated for a variety of reasons, including, without limitation, due to variations in the timing of bond sales, the amount or amortization of bonds sold, market conditions at the time of each sale, and actual assessed valuations over the term of repayment of the bonds. The dates of sale and the amount or amortization of bonds sold at any given time will be determined by the District based on need for project funds and other factors, including the legal limitations on bonds approved by a 55% affirmative vote. Market conditions, including, without limitation, interest rates, are affected by economic and other factors beyond the control of the District and will depend on the bond market at the time of each sale. Actual future assessed valuation will depend upon the amount and value of taxable property within the District as determined by the County Assessor in the annual assessment and the equalization process. The growth or decline in assessed valuation is the result of a number of economic and other factors outside the control of the District.

Dated: 11/20, 2023.


Superintendent
Mammoth Unified School District

CLERK'S CERTIFICATE

I, Lou Stewart, Clerk of the Board of Education of the Mammoth Unified School District, County of Mono, California, hereby certify as follows:

The attached is a full, true and correct copy of a resolution duly adopted at a regular meeting of the Board of Education of the District held at the regular meeting place thereof on November 16, 2023, and entered in the minutes thereof, of which meeting all of the members of the Board of Education had due notice and at which a quorum thereof was present. The resolution was adopted by the following vote:

AYES: 5

NOES: 0

ABSTAIN: 0

ABSENT: 0

An agenda of the meeting was posted at least 72 hours beforehand at 461 Sierra Park Road Mammoth Lakes, California, a location freely accessible to members of the public, and on the District's website at https://simbli.eboardsolutions.com/SB_Meetings/SB_MeetingListing.aspx?S=36030319, and a brief description of the adopted resolution appeared on the agenda. A copy of the agenda is attached hereto. The resolution has not been amended, modified or rescinded since the date of its adoption, and the same is now in full force and effect.

WITNESS my hand this 16th day of November, 2023.



Clerk of the Board of Education
Mammoth Unified School District



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
CONSOLIDATING THE SCHOOL BOND ELECTION CALLED BY THE
MAMMOTH UNIFIED SCHOOL DISTRICT FOR THE PURPOSE OF
SUBMITTING TO THE VOTERS OF THE DISTRICT A MEASURE WITH
THE MARCH 5, 2024, STATEWIDE PRIMARY ELECTION**

WHEREAS, the Board of Education of the Mammoth Unified School District called a School Bond Election to be held on March 5, 2024, for the purpose of approving a Measure known as the "Mammoth Unified School District Educator Housing and School Safety and Renovation Measure"; and

WHEREAS, it is desirable that the School Bond Election be consolidated with the Statewide Primary Election to be held on the same date, and that within the District, the precincts, polling places and election officers of the two elections be the same, and that the Mono County Elections Division canvass the returns of the School Bond Election, and that the election be held in all respects as if there were only one election; and

WHEREAS, the Board of Supervisors is requested to consent and agree to the consolidation of a School Bond Election with the Statewide Primary Election, and issue instructions to the Mono County Elections Division to take any and all steps necessary for the holding of the consolidated election.

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors as follows:

SECTION 1: Pursuant to §10400, *et seq.*, of the California Elections Code, the Mono County Board of Supervisors consents and agrees to the consolidation of the School Bond Election called by the Mammoth Unified School District by Resolution #(23/24)-04 with the Statewide Primary Election on Tuesday, March 5, 2024, for the purpose of submitting to the voters of the District a Measure titled "Mammoth Unified School District Educator Housing and School Safety and Renovation Measure."

SECTION 2: The Mono County Elections Division is instructed to take any and all steps necessary for the holding of the consolidated election. The election shall be held in all respects as if there were only one election. Only one form of ballot shall be used and shall be in form and content as required by law.

1 **SECTION 3:** The Mono County Elections Division is authorized to canvass the returns
2 of the Primary Election.

3 **SECTION 4:** Pursuant to California Elections Code § 10002, the Mono County Elections
4 Division will bill the Mammoth Unified School District for any costs incurred because of this
5 consolidation and shall be reimbursed by the Mammoth Unified School District accordingly.

6 **PASSED, APPROVED and ADOPTED** this 5th day of December 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 December 5, 2023

Departments: County Administrative Office

TIME REQUIRED

SUBJECT Cancellation of December 19, 2023,
Regular Meeting of the Board of
Supervisors

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Cancellation of the December 19, 2023, Board of Supervisors regular meeting.

RECOMMENDED ACTION:

Approve the cancellation of the December 19, 2023, Board of Supervisors regular meeting.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
11/29/2023 1:03 PM	County Counsel	Yes
11/27/2023 2:47 PM	Finance	Yes
11/29/2023 1:48 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

TIME REQUIRED

SUBJECT Caltrans Clean California Agreement
Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Correspondence from Marcella Rose, Sustainable Recreation Coordinator regarding an update on the Caltrans Clean California agreement.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Update</p>

History

Time	Who	Approval
11/28/2023 1:53 PM	County Counsel	Yes
11/27/2023 5:07 PM	Finance	Yes
11/29/2023 1:48 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 09, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Marcella Rose, Sustainable Recreation Coordinator
Re: CalTrans Clean CA District Maintenance Agreement

Background:

In Spring of 2022, Matt Paruolo, Sustainable Recreation Coordinator at that time, began planning with California Department of Transportation (CalTrans) District 9 staff for Clean CA grant funds intended to be spent on placing temporary restroom and dumpster infrastructure along CalTrans highways within Mono County to mitigate waste and trash from recreationists. During the District Maintenance Agreement (Agreement) review, CalTrans decided they did not want to fund temporary restrooms, leaving the project to only include dumpsters.

With Matt's resignation, Marcella Rose was selected as the Sustainable Recreation Coordinator and renewed the County's efforts to sign the Agreement to secure \$100,100 for the remaining dumpster services between November 2022 and June 2024. The County re-negotiated the Agreement terms with CalTrans District 9 Clean CA staff, meeting all terms required by CalTrans. This Agreement was approved by the Board of Supervisors on June 13, 2023 with Minute Order M23-121.

Discussion:

In July 2023, Mono County received an email from CalTrans (attached below) noting that it had been decided that the Agreement will not be funded since the entire Clean CA program is set to end in less than a year (June 2024). Mono County vocalized protest to this decision, citing the work and significant need for the temporary infrastructure despite the short timeline, however CalTrans remained firm in their decision.

CalTrans' decision to rescind the Clean CA funding of \$100,100 to Mono County results in a loss of anticipated funds intended to pay for 16 dumpsters along eight locations within Mono County. This has no impact on the general fund or other funding sources, as the dumpsters will not be placed.

No action is required at this time; however, the Recreation division intends to continue to seek funding opportunities to mitigate recreation impacts.

Please contact me at (760) 616-4953 or mrose@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,

Marcella Rose, Sustainable Recreation Coordinator

[Attachment below]

From: Heckman, Mark A@DOT <mark.heckman@dot.ca.gov>

Sent: Wednesday, July 12, 2023 5:39 PM

To: Marcella Rose <mrose@mono.ca.gov>

Cc: Reistetter, Mark V@DOT <mark.reistetter@dot.ca.gov>; Erlwein, Terry J@DOT <terry.erlwein@dot.ca.gov>

Subject: RE: Mono County Clean CA Encroachment Permit

Marcella-

I met with my counterparts at Headquarters on Monday and after discussing the Mono County DMA, along with the whole Clean CA Statewide program it has been decided that this DMA will not be funded since the entire Clean CA program is set to end in less than a year (June 2024).

Your work on this DMA was exceptional.

Mark A. Heckman
District 9 Clean California Program Manager
500 South Main Street
Bishop, CA 93514
760-874-8325





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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: County Administrative Office

TIME REQUIRED 20 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Letter from United States Postal
Service (USPS) regarding Bridgeport
Post Office

AGENDA DESCRIPTION:

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

Discussion on the letter from United States Postal Service (USPS) regarding Bridgeport Post Office.

RECOMMENDED ACTION:

None, informational only. Provide desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
11/28/2023 1:52 PM	County Counsel	Yes
11/27/2023 5:06 PM	Finance	Yes
11/29/2023 1:51 PM	County Administrative Office	Yes

From: Horvat, Chelyssa <Chelyssa.Horvat@mail.house.gov>

Sent: Monday, November 27, 2023, 3:12 PM

To: John Peters <jpeters@mono.ca.gov>

Cc: Sandra Moberly <smoberly@mono.ca.gov>; Rhonda Duggan <rduggan@mono.ca.gov>; Wendy Sugimura <wsugimura@mono.ca.gov>; Mary Booher <mbooher@mono.ca.gov>; Jeff Simpson <jsimpson@mono.ca.gov>

Subject: RE: Bridgeport Post Office

[EXTERNAL EMAIL]

Good afternoon, Sandra,

I wanted to follow up with you on your inquiry related to whether the USPS may be able to utilize a temporary building while they wait for the leased premises to undergo necessary repairs. My contacts at USPS looked into the matter further, and unfortunately moving into a temporary location is not viable for them due to insurance reasons.

I am waiting to hear back from USPS about scheduling an on-site visit/meeting on December 5. I will be in touch with you all in that regard as soon as possible.

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 December 5, 2023

Departments: County Administrative Office

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

SUBJECT Input to the Inyo National Forest and
Bureau of Land Management
Regarding Proposed Wild Horse
Gathering

AGENDA DESCRIPTION:

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

Input to the Inyo National Forest (Inyo) and Bureau of Land Management (BLM) regarding proposed wild horse gathering.

RECOMMENDED ACTION:

Approve, and authorize Chair to sign, proposed comment letter to Inyo and the BLM regarding wild horse gathering.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter
Draft letter

History

Time	Who	Approval
11/30/2023 11:17 AM	County Counsel	Yes
11/30/2023 11:01 AM	Finance	Yes

11/30/2023 12:18 PM

County Administrative Office

Yes



U.S. Department of the Interior
Bureau of Land Management



U.S. Department of Agriculture
U.S. Forest Service, Inyo National Forest

News Release

BLM Central California District

Media Contacts: BLM: Philip Oviatt, 661-391-6117, poviatt@blm.gov

Inyo National Forest: Lisa Cox, 760-873-2427, Lisa.Cox@usda.gov

November 7, 2023

CA-CC-23-43

Inyo National Forest, BLM seek input on proposed wild horse gather

BISHOP, Calif. – [Inyo National Forest](#), in coordination with the Bureau of Land Management [Bishop Field Office](#), is seeking public input on proposed gathers of wild horses outside the Montgomery Pass Wild Horse Territory in Mono County, California. The proposed gathers would maintain sustainable wild horse herd management levels, protect resources on public and private lands, protect proposed critical habitat for the bi-state distinct population segment of greater sage-grouse, and address public safety concerns for motorists.

The Montgomery Pass Wild Horse Territory (Territory) is managed for a wild horse population of between 138 to 230 animals under the 2019 Inyo National Forest Land Management Plan. A 2020 aerial survey of the Territory and surrounding areas counted 654 horses, with most of the horses located outside of the Territory. This is at least triple the appropriate management level, a situation that is unsafe for horses and damaging to public resources and wildlife habitat.

The wild horses are now residing 20 miles west of the Territory on the shores of Mono Lake and are a safety concern for motorists traveling on Highway 6 and Highway 120 east.

“The BLM is motivated to work with the Inyo National Forest to improve wildlife habitat, increase public safety along roadways, and protect horses and people by reducing the risk of horse collisions with vehicles,” said **BLM Bishop Field Manager Sherri Lisius**.

“As the lead agency, the Inyo National Forest is happy to partner with BLM in managing the Montgomery Pass Wild Horse Territory herd,” said **Inyo National Forest Mono Lake District Ranger Stephanie Heller**. “The current size and locations of the herd are causing significant resource damage and safety issues.”

The Inyo National Forest is the lead agency responsible for managing the Territory, in coordination with the BLM Bishop Field Office, [BLM Carson City District](#), and the [Humboldt-Toiyabe National Forest](#). The BLM is the lead agency for preparing the environmental assessment for the gather plan and the Inyo National Forest would be the lead agency for an initial gather.

More information about the project can be found online at the [BLM National NEPA Register](#), where comments can be submitted. The 30-day public scoping period is open until Dec. 7.

Comments may also be submitted via mail to: 351 Pacu Lane, Bishop, CA 93514, or via email: BLM_CA_Bishop_MPWHT@blm.gov. Written comments must be postmarked on or before Dec. 7.

Should you have any questions or access issues, email BLM_CA_Bishop_MPWHT@blm.gov.

The BLM manages more than 245 million acres of public land located primarily in 12 western states, including Alaska, on behalf of the American people. The BLM also administers 700 million acres of sub-surface mineral estate throughout the nation. Our mission is to sustain the health, diversity, and productivity of America's public lands for the use and enjoyment of present and future generations.

The mission of the U.S. Forest Service, part of the U.S. Department of Agriculture, is to sustain the health, diversity and productivity of the nation's forests and grasslands to meet the needs of present and future generations. The agency manages 193 million acres of public land, provides assistance to state and private landowners, and maintains the largest forestry research organization in the world. Public lands the Forest Service manages contribute more than \$13 billion to the economy each year through visitor spending alone. Those same lands provide 20 percent of the nation's clean water supply, a value estimated at \$7.2 billion per year. The agency has either a direct or indirect role in stewardship of about 80 percent of the 850 million forested acres within the U.S., of which 100 million acres are urban forests where most Americans live.

-BLM/USFS-

BLM [Bishop Field Office/Inyo National Forest](#), 351 Pacu Lane, Bishop, CA 93514
Follow the [Bureau of Land Management California](#) on [Twitter](#), [Facebook](#), and [Flickr](#)
Follow the [Inyo National Forest](#) on [Facebook](#) and [Flickr](#)



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

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

December 5, 2023

Jeff Starosta
Inyo National Forest
Bureau of Land Management
351 Pacu Lane
Bishop, CA 93514

Submitted electronically: <https://eplanning.blm.gov/eplanning-ui/project/2026934/51>

Re: Mono County scoping comments on proposed gather and removal of excess wild horses outside of the Montgomery Pass Wild Horse Territory (MPWHT)

Dear Mr. Starosta,

Thank you for the opportunity to provide input on the scoping phase of the proposed Environmental Assessment (EA) to gather and remove excess wild horses located outside of the MPWHT. Wild horses have long been a part of the eastern edge of Mono County's landscape, but their increasing numbers and range expansion, well beyond the MPWHT, have consequences for (1) public safety along roads and highways, (2) the conservation of the Bi-State distinct population segment of greater sage grouse, (3) protection of other wildlife habitat, streams, springs, and wetlands; and (4) the long-term management, health and safety, of a sustainable, wild horse herd.

Compromised highway safety in Mono County

Increasing numbers of wild horses and their range expansion pose a growing threat to motorists in Mono County. Highway 6 and Highway 120 East have a history of vehicle-horse collisions and horses are extending territory closer to Highway 395. Horses have repeatedly appeared on Highway 120E through the late summer and fall 2023. As recently as late October, a semi-truck struck and killed three horses at night on Highway 120E along Little Sand Flat below Sagehen Summit. While the driver was reportedly only slightly injured, it illustrates that horses are often on this roadway and that the potential for future accidents involving both horses and motorists is an ongoing concern.

Wild horses are regularly appearing along the south shore of Mono Lake and entering the Rush Creek drainage, and as many as 200 appeared between South Tufa and Rush Creek in December 2022. In 2021 approximately 40 horses were within 2 miles of Highway 395. Without management, horses can be expected to wander onto the much busier high-speed traffic of Highway 395, especially during the night

or during periods of pogonip fog in the Mono Basin. Collisions would be a stress for EMS and volunteer first responder resources and catastrophic and possibly fatal for travelers, Mono County residents, and horses.

Impacts to proposed critical habitat for Sage Grouse

Mono County has a long record of working collaboratively with the Inyo National Forest and Bureau of Land Management on issues that have been of mutual interest to the broader public and Mono County residents. Of note is Mono County's involvement in efforts to preserve the Bi-State Distinct Population Segment of the greater sage grouse ("Bi-State Sage Grouse" or "Sage Grouse") for the last twenty years. Mono County is a member of the Bi-State Local Area Working Group in addition to federal, state, local agencies, nonprofit organizations, and tribal representatives. Mono County helped develop and implement the 2012 Bi-State Conservation Action Plan (the "2012 Action Plan") to prevent the decline of the species and prevent listing under the Endangered Species Act (ESA). Working collaboratively to prevent listing has value for Mono County residents, offering a reasonable strategy to avoid undue, burdensome sage grouse regulations that might limit what private landowners and business owners can do within the County.

Sage Grouse are currently proposed for listing under the ESA as threatened, with proposed critical habitat. Wild horse numbers and presence has expanded across Adobe Meadows, into Sagehen Meadows, into the Mono Basin and into the forested areas leading to the edge of Long Valley—all of which contain active Sage Grouse lek sites and summer/wet meadow breeding habitat. The 2012 Action Plan recognized that grazing by wild horses was a factor in the destruction, modification, or curtailment of Sage Grouse habitat or range. Free-roaming horses are known to interfere with lekking sites and negatively influence the reproductive success of sage grouse in the Great Basin (Muñoz, D.A., Coates, P.S., Ricca M.A. 2020.) Unmanaged horses will upend the management and recovery of sage grouse and exacerbate the species ESA status.

Timely and appropriate management for horses in and outside of the MPWHT is required.

The scoping notice indicates that, based on the 2020 census by the Inyo National Forest (INF), that 654 horses were counted inside and outside the MPWHT, approximately three times the appropriate management level (AML) for the territory (138-230 horses as per the 2019 INF Land Management Plan) with 76% of the 654 roaming beyond the MPWHT. Based on recent aerial photographic evidence at Mono Lake, 440 horses were observed on August 10, 2021 while the following year 557 horses were recorded on August 21, 2022. With the knowledge that large numbers of horses are always present in Adobe Valley, recent data suggests that the actual number of horses in the region may be larger and steadily increasing from those counted in 2020.

If they find optimum conditions and habitat, wild horses can double in population every 5 years. These numbers are unsustainable for the health of public lands and the available resources in Mono County, and the multiple use goals of the Inyo National Forest. Too many horses inside and outside the MPWHT degrade important water sources like springs, seeps, wet meadows, and riparian streams needed to sustain fisheries, deer, pronghorn, and sage grouse. Wild horses may eventually expand and compete with long-established ranching and agricultural resources in Mono County, and they have already overwhelmed a valuable and much-visited Mono County tourism site as large numbers of horses overwintered during the harsh winter months at South Tufa in early 2023, some of which tragically died

of starvation. If left unmanaged, it is reasonable to assume that horses could expand to the Upper Owens River Watershed, Long Valley, Hot Creek, and Conway and Mattley Ranches.

Adhere to Comprehensive Animal Welfare Program (CAWP) standards and develop a robust adoption program.

Horses must be treated in a strictly-enforced ethical and humane manner on the range, during gathers, and throughout the process of transport to off-range corrals, eventual adoption, and placement. BLM must demonstrate CAWP compliance standards for all contractors and BLM staff involved in the project. Even the most well-planned and implemented gathers will lead to stress for the animals with the potential for injuries or worse. However, the highest level of training, vigilance, and care must be required and demonstrated by contractors under CAWP. Strict adherence will minimize incidents and discomfort for the horses. It will also build trust between the public, agencies, and contractors.

The Inyo and BLM should focus additional resources and engage partners on developing a specific adoption program focusing on the Montgomery Pass horses in order to expedite the adoption process and minimize the time and number of horses that remain in off-range corrals. Montgomery Pass horses are highly regarded, and these horses may be quickly adopted if they are properly handled and supported through a strong and dedicated outreach and social media program.

Manage for a sustainable wild horse herd and invest in long-term monitoring and fertility control.

Mono County values its wild horses and recognizes that their current population and range expansion is not sustainable. The time to manage these horses is now, because if left alone the impacts to the land, public safety, and the health and welfare of horses will escalate.

The INF, as the lead agency, must prioritize the development of a long-term management plan that includes monitoring and strategies that keep the AML to a reasonable level. After a gather, the agency should consider non-permanent fertility control and other methods (bait and capture for example) as an ongoing tool to keep horses within the territory at sustainable levels.

Thank you again for considering these comments.

Sincerely,

Rhonda Duggan, Chair
Mono County Board of Supervisors
rduggan@mono.ca.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Board of Supervisors, Sponsored by Supervisor Gardner

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Scott Armstrong, Regional Broadband Coordinator

SUBJECT United States Department of Agriculture (USDA) Rural Development Broadband Technical Assistance Grant for Hammil Valley Last-Mile Network Design

AGENDA DESCRIPTION:

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

To discuss the United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) Grant Award for Last-Mile Network Design in Hammil Valley, California.

RECOMMENDED ACTION:

Approve the USDA RD BTA Grant Award, approve the Grant agreements, and authorize the County Administrator to sign the appropriate USDA RD grant forms and agreements.

FISCAL IMPACT:

Grant award is for actual costs incurred estimated at \$83,000, with no matching required from Mono County.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Application Narrative
<input type="checkbox"/> Cooperative Agreement
<input type="checkbox"/> BTA Award Letter
<input type="checkbox"/> Vendor Form

History

Time	Who	Approval
11/29/2023 3:32 PM	County Counsel	Yes
11/27/2023 5:26 PM	Finance	Yes
11/29/2023 3:54 PM	County Administrative Office	Yes



COUNTY OF INYO

SCOTT ARMSTRONG
REGIONAL BROADBAND COORDINATOR



DATE: December 5, 2023
TO: Mono County Board of Supervisors
FROM: Scott Armstrong, Regional Broadband Coordinator

Subject

Accept the United States Department of Agriculture (USDA) Rural Development (RD) Broadband Technical Assistance (BTA) Grant Award for Last-Mile Network Design in Hammil, California.

Recommended Action

Accept the USDA RD BTA Grant Award, approve the Grant agreements, and authorize the County Administrator to sign the appropriate USDA RD grant forms and agreements.

Discussion

On behalf of Mono County, Scott Armstrong submitted a grant application (GRANT13921203) on June 20, 2023, for USDA RD BTA funding to develop shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the unincorporated, exceptionally rural, agricultural area of Hammil, California. The USDA selected this project proposal for funding in the amount of \$83,000 -- \$66,000 for contractor design work and \$17,000 for staff time. The Award Letter dated November 13, 2023, is attached.

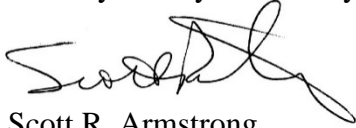
Tasks associated with this grant award include: 1) hire a design engineering contractor through the County's RFP process; 2) catalog all locations to be included in the detailed engineering designs; 3) develop and deliver detailed engineering designs along with all required environmental review documentation. The resulting designs will support the required minimum grant speed of 100Mbps download and 20Mbps upload, with the stated preference of 1Gbps symmetrical service. All tasks are required to be completed in close coordination with USDA RD staff. This work will likely be completed by August or September 2024, and the grant funds must be expended by September 30, 2025.

In order to formally accept this grant, Mono County must sign the Award Letter, the Cooperative Agreement, and the Assurance Agreement before December 13, 2023.

Fiscal Impact

No fiscal impact. This is a reimbursement grant based on actual expenditures and costs incurred.

Thank you very much for your consideration,



Scott R. Armstrong
Regional Broadband Coordinator
For the Eastern Sierra Council of Governments
County of Inyo, California

Attachments: BTA Award Letter (requires signature)
Cooperative Agreement (requires signature)
Assurance Agreement 400-0004 (requires signature)
FMMI Vendor Form (for reference)
BTA Grant Application Narrative (for reference)

USDA RD BTA Grant Application Narrative

Project Location: Hammil, Mono County, California

Funding Category: Technical Assistance Recipient

The County of Inyo application for the USDA Rural Development Broadband Technical Assistance Grant is intended to result in shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the unincorporated, exceptionally rural, agricultural area of Hammil, California. We intend to hire a contractor through the County-required competitive selection process, and to work with that contractor to develop the shovel-ready, last-mile detailed network engineering designs for the residences and businesses in Hammil, California.

There is currently no wireline Internet service available in Hammil, California, despite there already being Gigabit fiber service in Benton to the north and Chalfant to the south. There has been little interest by incumbent providers in constructing and providing wireline broadband Internet service in and around Hammil because the community is too small to provide a reliable return on an investment that includes constructing infrastructure.

With funding from this BTA grant, we plan to develop an efficient, last-mile Internet service solution design for the Hammil area that will enable either a community-based cooperative or regional provider to deliver Internet service to that area. A regional open-access, middle-mile, fiber-optic network passes through Hammil. Following the completion of the network engineering designs, we plan to seek funding for the construction of the last-mile infrastructure, making it more feasible for Internet service providers to deliver services in this area. We will also work with the contractor during the network design phase to consider creative and flexible approaches that would benefit this community and other exceptionally rural areas in the County.

Project Work Plan (30 points)

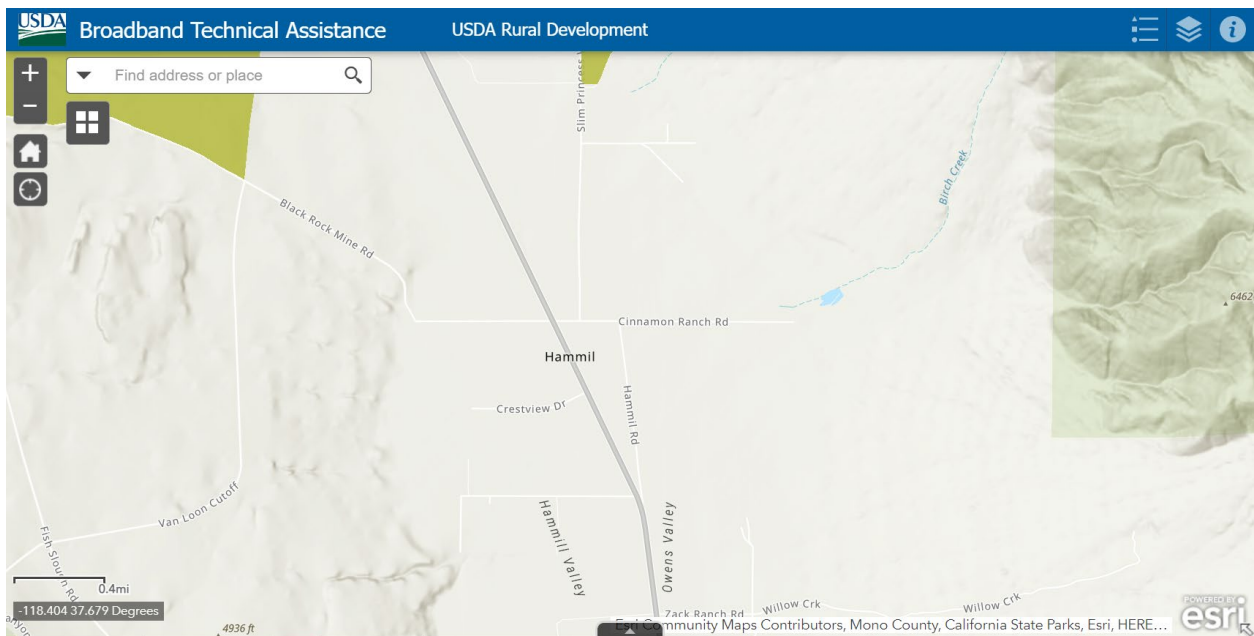
Work Plan Approach:

- Project Objectives:
 - o Hire a qualified network design contractor through the County-required competitive selection process.
 - o With the contractor, identify and catalog all locations in the Hammil area, including residences, businesses, and organizations, that may benefit from being connected to broadband Internet infrastructure.
 - o Through a contractor, develop creative and flexible, shovel-ready, last-mile detailed engineering designs to connect as many of the cataloged locations in the Hammil area as practicable to multiple broadband Internet service delivery connection locations.

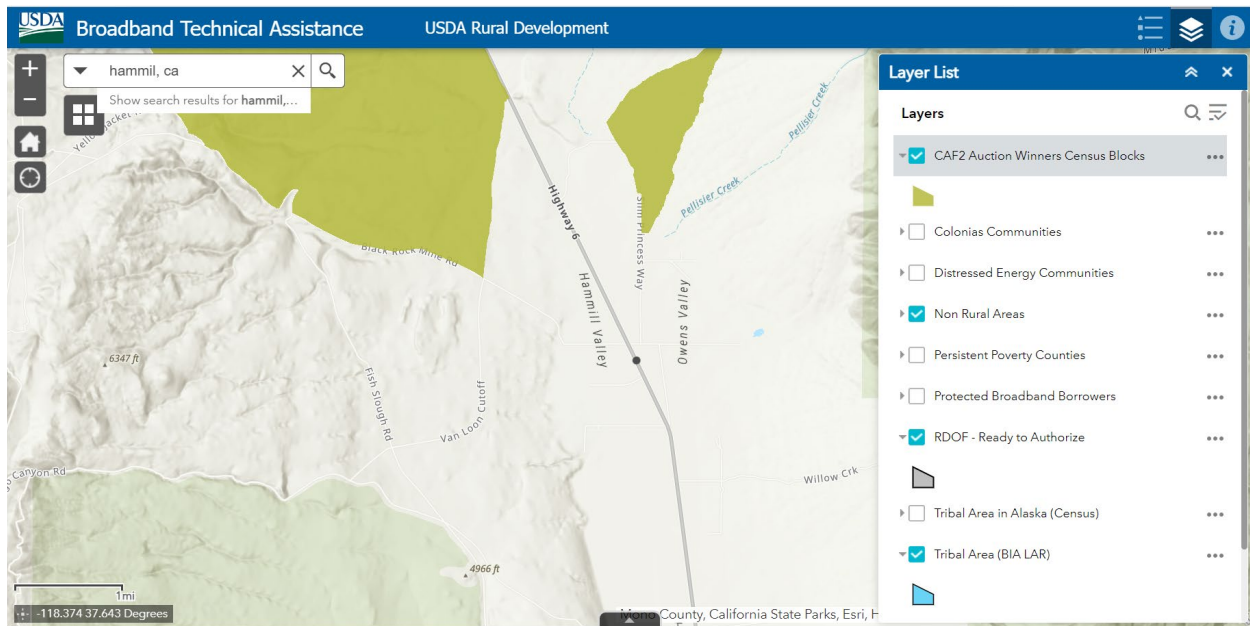
- The resulting network designs should be detailed enough for any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.
- The resulting network designs should support speeds of 100Mbps download and 20Mbps upload or better, preferably synchronous 1Gbps speeds or better.

- Communities to be served:

- The Hammil project area is in southeastern Mono County, California, and includes several farms and ranches.
- The Hammil project area includes the following census blocks:
 - 060510001011032 Block 1032
 - 060510001011041 Block 1041
 - 060510001011044 Block 1044
 - 060510001011058 Block 1058
 - 060510001011150 Block 1150



- This project area does not include Block 1060 to the northwest or Block 1082 to the north. California Internet was the CAF2 auction winner for those two census blocks. The excluded Blocks 1060 and 1082 are shown in the image below for reference.



- Project Key Goals:

- Through a contractor, develop shovel-ready, last-mile detailed engineering designs for the Hammil area that can be used for construction of last-mile network infrastructure for reliable Internet service at speeds of 100Mbps download and 20Mbps upload or better, preferably at synchronous 1Gbps speeds or better.
- These design plans will be used for future last-mile network infrastructure construction projects that will do the following:
 - Provide additional and improved economic and market opportunities in the Hammil area.
 - Provide easier access to online Rural Utilities Service programs for agricultural companies in the region.
 - Provide online access to a variety of services that would otherwise require up to 2 hours of travel by vehicle to do so, reducing impact of vehicle exhaust emissions on the environment.

- Partnerships developed or to be developed:

- The County of Mono will develop a partnership with the farming and ranching community in the area resulting from the detailed design work of this project and future discussions about network construction.

- As a natural result of the grant requirements, we expect to develop a sound partnership with USDA Rural Development and its mission, allowing us to better assist our County in being aware of USDA RD opportunities and programs through training sessions and outreach materials.
 - Anticipated Deliverables:
 - Detailed last-mile network designs in a high-resolution, digital format, that can be used by any relatively competent network construction contractor to build last-mile network infrastructure supporting speeds of 100Mbps download and 20Mbps upload or better, preferably synchronous 1Gbps speeds or better.
 - Designs should accommodate multiple Internet connection options, including connections through the regional open-access, middle-mile fiber-optic network.

Work Plan Implementation:

- Technical Assistance will be provided by a contractor in the form of pre-construction, detailed network engineering designs for network infrastructure that will support broadband Internet service delivery.
- Having detailed network engineering designs and an environmental compliance pathway completed would make a construction project in this area much more enticing for a company. The engineering designs will also help to establish construction cost estimates for grant funding to construct the network.
- Major Tasks
 - Task 1: County-required process to hire a contractor
 - Subtask 1: Broadband Coordinator & County Staff: Create and post a Request for Proposals for design work, coordinate with USDA RD Staff
 - Subtask 2: Broadband Coordinator & County Staff, USDA RD Staff: Evaluate responses and select the winning bidder
 - Subtask 3: Broadband Coordinator & County Staff: Enter into a contract for the design work, coordinate with USDA RD Staff
 - Task 2: Identify and catalog the locations to be included in the designs
 - Subtask 1: Broadband Coordinator & County Staff, USDA RD Staff: Work with the Contractor to review and validate the locations for the design project
 - Task 3: Contractor design work

- Subtask 1: Contractor: develop and deliver detailed, last-mile network infrastructure designs including environmental compliance and evaluation
 - Subtask 2: Broadband Coordinator & County Staff, USDA RD Staff: respond to Contractor questions any coordinate environmental reviews
- Involvement of key personnel
 - Staff
 - Regional Broadband Coordinator
 - Public Works Department staff
 - Community Development Department staff
- Time period of tasks
 - Task 1, Subtask 1: Award notification to Month 1 (Create and Post RFP)
 - Task 1, Subtask 2: Month 1 to Month 3 (Select the Winning Bidder)
 - Task 1, Subtask 3: Month 3 to Month 4 (Enter into Contract)
 - Task 2, Subtask 1: Month 4 to Month 5 (Review & Validate Locations)
 - Task 3, Subtask 1: Month 5 to June 28, 2024 (Contractor Design Work Delivered)
 - Task 3, Subtask 2: Month 5 to June 28, 2024 (Coordination with Contractor)
- Substantial Involvement from RD staff
 - Coordination with RD Staff will consist of collaboration on each of the subtasks except for Task 3, Subtask 1 (Contractor Design Work): RFP coordination; contract coordination; location validation; design input; and contractor inquiry responses. We will verify performance measures with the RD Staff as well.
- Expected Deliverables
 - The contractor deliverables for this project are the shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the unincorporated, exceptionally rural, agricultural area of Hammil, California.

Work Plan and Budget Alignment:

- Detailed budget (Total \$83,000)
 - Task 1, Subtask 1: \$6,000 – Coordinator & Staff Time (Create and Post RFP)

- Task 1, Subtask 2: \$2,000 – Coordinator & Staff Time (Select the Winning Bidder)
 - Task 1, Subtask 3: \$4,000 – Coordinator & Staff Time (Enter into contract)
 - Task 2, Subtask 1: \$3,000 – Coordinator & Staff Time (Review & Validate Locations)
 - Task 3, Subtask 1: \$66,000 – Contractor (Deliver Design Work, ~60 locations @ \$1100/location)
 - Task 3, Subtask 2: \$2,000 – Coordinator & Staff Time (Coordinator & Staff coordination with Contractor)
- Budget justification
- Describe how the budget specifically supports the proposed activities in Project Key Tasks
 - This budget supports the work required to develop detailed last-mile network infrastructure for the delivery of broadband internet services. The long-term results of this project include:
 - Assisting rural communities recover economically through more and better market opportunities and through improved infrastructure.
 - Ensuring all rural residents have equitable access to RUS programs and benefits from RUS funded projects.
 - Reducing climate pollution and increasing resilience to the impacts of climate change through economic support to rural communities.
- Budget worksheet

BTA Program Budget Worksheet - Hammil, CA						
Name of Applicant: County of Mono, CA						
(Insert additional rows as needed)						
**Applicants should review eligible and ineligible project costs in the BTA Funding Opportunity Announcement						
**Only include items to be funded by Award						
Line Item	Item Category	Item Description	Item Cost	Communities Served	Work Plan Alignment and Item Justification	
1	Personnel	Coordinator & Staff Time	\$ 6,000.00	Hammil, CA	Task 1, Subtask 1 - Post RFP	
2	Personnel	Coordinator & Staff Time	\$ 2,000.00	Hammil, CA	Task 1, Subtask 2 - Select Winning Bidder	
3	Personnel	Coordinator & Staff Time	\$ 4,000.00	Hammil, CA	Task 1, Subtask 3 - Enter into Contract	
4	Personnel	Coordinator & Staff Time	\$ 3,000.00	Hammil, CA	Task 2, Subtask 1 - Validate Locations	
5	Contractual	Network Design	\$ 66,000.00	Hammil, CA	Task 3, Subtask 1 - Deliver Network Designs	
6	Personnel	Coordinator & Staff Time	\$ 2,000.00	Hammil, CA	Task 3, Subtask 2 - Coordinate with Contractor	
Total Project Cost to be funded by Award			\$ 83,000.00			

- Statement of work for contractor or consultant
- Develop shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.

- Provide detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of supporting Internet service at 100Mbps download and 20Mbps upload or better, preferably at synchronous 1Gbps speeds or better.
- Engineering designs should include network infrastructure connections from middle-mile network to all unserved communities, households and businesses.
- If your designs include middle-mile network to support your last-mile designs, identify those network segments in your designs as such.
- Complete any required environmental review pursuant to CEQA or NEPA, including any required technical studies necessary to complete them. In the event of any scope change due to project site conditions, provide all required professional environmental services necessary to obtain environmental clearance. Ensure that the project design documents comply with the requirements set forth in the environmental documents and any required regulatory agency permits.
- Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.

Organizational Capacity (20 points)

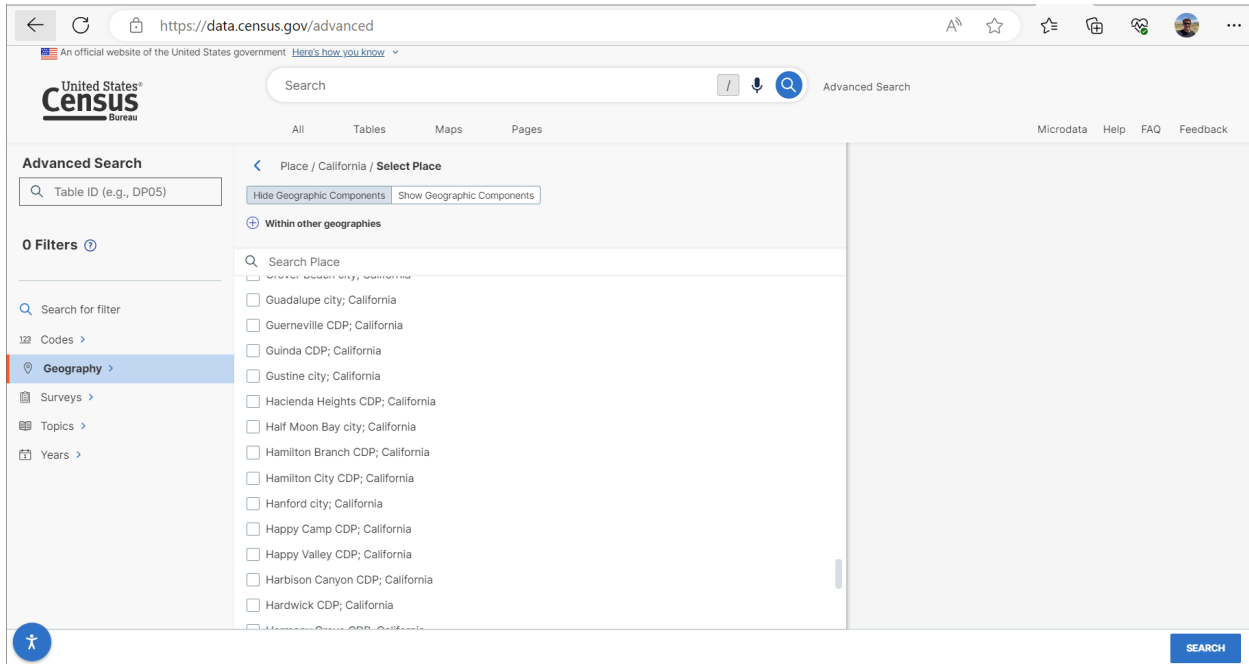
- As Technical Assistance Recipients of this grant, we have sufficient, qualified personnel available to work with the contractor, once selected, on this project to develop detailed last-mile network engineering designs for Broadband service in the Hammil area. Most of the coordination with the contractor and USDA RD Staff will be handled by the Regional Broadband Coordinator, with assistance from the County's Community Development Department for environmental compliance, and from the Public Works department for construction-related design questions and requirements.
- Regarding the contracting of a Technical Assistance Provider, there is continued interest in our region's network design projects from at least two companies. One of these companies was involved in the design and construction of the Digital 395 open-access, middle-mile fiber-optic network project, a 432-strand fiber-optic cable from Reno, Nevada to Barstow, California. The other company specializes in fiber-optic network design, has corporate experience with the major incumbent telephone and broadband carriers, and 24 years of experience in network design consulting. We expect that at least these two companies will compete to be the contractor for our design project.

Targeted Communities (20 points)

- Our project is not in a persistent poverty county or in distressed energy communities, and it does not include Tribal lands. Additionally, there are no colonias in our regions.

Rurality (20 points)

- This project region is exceptionally rural, and all areas adjacent to this project region are exceptionally rural. The unincorporated town of Hammil, California, is not identified as a Census Designated Place in the US Census data. The Communities Worksheet 508 describes the project area and is included in this application as well.



FY 2023 BTA Program Communities Worksheet - Hammil, CA				
Name of Applicant: County of Mono, CA				
Community to be served (city/town/county)	Targeted Community to be served (select all that apply)	Census Population (from 2010 Census data)	Is the community contiguous and adjacent to a city or town with a population greater than 50,000?	Name of Adjacent City or Town (if yes in previous column)
Hammil, Mono County, CA		not available	No	

Economic Need (20 points)

- Economic Need for our project area based on the US Census SAIPE tool reflects the [County Poverty Percentage](#) of 9.8% (Mono County, all ages) and the relevant [School District Poverty Percentage](#) of 15.4% (Eastern Sierra Unified School District, ages 5-17 in families).

Performance Measures (10 points)

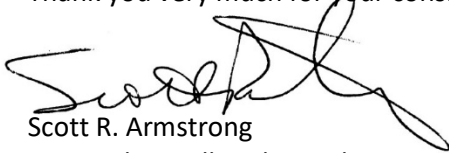
- Qualified network design contractor is hired.

- Locations in the Hammil area that may benefit from being connected are validated.
- Complete, detailed last-mile network designs to connect broadband Internet service to all residences, businesses, offices and other structures in the Hammil area from the regional open-access, middle-mile network are delivered.
- Designs are delivered on schedule, based on the timeline in the scope of work in the contract.
- Designs provide for Internet connectivity to the existing open-access, middle-mile network.

This Broadband Technical Assistance grant application is intended to help us plan for broadband connectivity in one of our communities that has been overlooked by service providers as we work to methodically deploy broadband Internet services to our remote and rural communities.

We welcome any suggestions or questions that you may have regarding our grant application.

Thank you very much for your consideration.



Scott R. Armstrong
Regional Broadband Coordinator
Eastern Sierra Council of Governments
(Mono & Inyo Counties, City of Bishop, Town of Mammoth Lakes)

BROADBAND TECHNICAL ASSISTANCE

COOPERATIVE AGREEMENT

dated as of November 13, 2023

between

County of Mono

and

THE UNITED STATES OF AMERICA

UNITED STATES DEPARTMENT OF AGRICULTURE
RURAL UTILITIES SERVICE |

**BROADBAND TECHNICAL ASSISTANCE
COOPERATIVE AGREEMENT**

THIS COOPERATIVE AGREEMENT (this "Agreement"), dated as of November 13, 2023 is between **County of Mono** ("Awardee"), a County Government existing under the laws of California, and the **UNITED STATES OF AMERICA**, acting through the Administrator of the Rural Utilities Service ("RUS").

The Awardee has applied for financial assistance from RUS (the "Application") to receive or deliver broadband technical assistance and training that promotes the expansion of broadband into rural areas.

RUS is willing to extend financial assistance, in the form of a cooperative agreement grant to the Awardee, pursuant to the Consolidated Appropriations Act, 2018, Pub. L. 115-141, § 779 (the "FY2018 Appropriations"), the Infrastructure Investment and Jobs Act, Pub. L. 117-58 (the "IIJA"), the Funding Opportunity Announcement ("FOA") published at 88 Fed. Reg. 24154 (Apr. 19, 2023), and Title VI of the Rural Electrification Act of 1936, 7 U.S.C. §§ 901 *et seq.* (the "RE Act"), and all applicable federal regulations, on the terms and conditions stated herein.

THEREFORE, in consideration of the promises and mutual covenants herein contained, the parties agree and bind themselves as follows:

ARTICLE I – DEFINITIONS

The terms defined herein include both the plural and the singular. Unless otherwise specifically provided herein or in the FOA, all accounting terms not otherwise defined herein shall have the meanings assigned to them, and all determinations and computations herein provided for shall be made in accordance with Accounting Requirements.

"Advance" or "Advances" shall mean the disbursement of grant funds in accordance with this Agreement.

"Affiliate" or "Affiliated Company" of any specified person or entity means any other person or entity directly or indirectly controlling of, controlled by, under direct or indirect common control with, or related to, such specified person or entity, or which exists for the sole purpose of providing any service to one company or exclusively to companies which otherwise meet the definition of affiliate. This definition includes Variable Interest Entities as described in Financial Accounting Standards Board Interpretation (FIN) No. 46(R), *Consolidation of Variable Interest Entities*. For the purpose of this definition, "control" means the possession directly or indirectly, of the power to direct or cause the direction of the management and policies of a company, whether such power is exercised through one or more intermediary companies, or alone, or in conjunction with, or pursuant to an agreement with, one or more other companies, and whether such power is established through a majority or minority ownership voting of securities, common directors, officers, or stockholders, voting trust, holding trusts (other than money exchanged) for property or services.

"Award" shall mean the grant described in Article III.

"Application" shall mean all information submitted to the RUS requesting financial assistance for broadband technical assistance, including the certifications and representations made in the standard forms.

"Budget" shall mean the line-item budget for the Scope of Work, approved by the RUS, attached hereto as Schedule 2.

"Eligible Purposes" shall mean purposes and expenses which are specified in the FOA as being eligible for funding.

"Event of Default" shall have the meaning as defined in Article X.

"Expiration Date" shall have the meaning as defined in Section 3.1(b).

"Grant" shall mean the grant described in Section 3.1.

"Material Adverse Effect" shall mean a material adverse effect on, or change in, the condition, financial or otherwise, operations, properties, business, or prospects of the Awardee or on the ability of the Awardee to perform its obligations under the Grant Agreement as determined by RUS.

"Scope of Work" shall mean all work, as approved by the Agency, to receive or deliver broadband technical assistance and training that promotes the expansion of broadband into rural areas, as outlined in the Application, attached hereto as Schedule 3.

"SF 270" shall have the meaning as defined in Section 4.3(e).

"Subsidiaries" shall mean the subsidiaries listed in Schedule 1.

ARTICLE II - REPRESENTATIONS AND WARRANTIES

Recognizing that RUS is relying hereon, the Awardee represents and warrants, as of the date of this Agreement, as follows:

- (a) *Organization; Power, Etc.* The Awardee: (i) is the type of organization specified in the first paragraph hereof, duly organized, validly existing, and in good standing under the laws of the State identified in the first paragraph hereof; (ii) is duly qualified to do business and is in good standing in each jurisdiction in which the transaction of its business make such qualification necessary; and (iii) is eligible to obtain the financial assistance from RUS contemplated by this Agreement.
- (b) *Authority.* The execution, delivery and performance by the Awardee of this Agreement and the performance of the transactions contemplated herein have been duly authorized by all necessary.
- (c) *Litigation.* There are no pending or threatened legal, arbitration or governmental actions or proceedings to which the Awardee is a party which, if adversely determined, could have a Material Adverse Effect.
- (d) *Information Submitted with Application.* All information submitted to RUS in connection with the Application was, at the time furnished, complete, and correct in all material respects. Awardee acknowledges that all such information submitted shall be incorporated into this Agreement. Awardee also represents that since the submission of the Application, there has been no material adverse change in the financial condition or operations of the Awardee.
- (e) *Principal Place of Business.* The principal place of business and chief executive office of the Awardee is at the address of the Awardee specified in Schedule 1 hereto.
- (f) *Organization Number.* The Awardee's organization number is correctly identified in Schedule 1 hereto.
- (g) *Subsidiaries and Parent.* Any subsidiaries or parent of the Awardee are disclosed on the attached Schedule 1.

ARTICLE III – THE COOPERATIVE GRANT

Section 3.1 Cooperative Grant Amount and Expiration Date.

- (a) *Grant Amount.* RUS agrees to make and the Awardee agrees to accept, on the terms and conditions stated in this Agreement and subject to 31 U.S.C. 1551 and 1552, a grant, in the amount specified in Schedule 1 hereto (the “Grant”) to be used for broadband technical assistance and training, as further described in the Application and this Agreement.
- (b) *Expiration Date.* The obligation of RUS to advance the Award, or any portion thereof, shall expire on September 30, 2025 (“Expiration Date”).

Section 3.2 Scope of Work

- (a) *Grant Purpose.* The grant has been made solely for the receipt or delivery of broadband technical assistance and training that promotes the expansion of broadband into rural areas (the "Scope of Work"), as enumerated in Schedule 3.
- (b) *Changes to Scope of Work.* The Awardee shall obtain the prior written approval of RUS for any material change to the Scope of Work.

Section 3.3 ACH Payments

The Awardee consents to the use of the Automated Clearing House (ACH) Payment System and to the deposit of award funds directly into the Pledged Deposit Account.

ARTICLE IV – CONDITIONS OF FINANCIAL ASSISTANCE

Section 4.1 Conditions Precedent to Closing

In connection with the execution and delivery of this Agreement, each of the following conditions shall be satisfied (all documents, certificates and other evidence of such conditions are to be satisfactory to RUS in its discretion):

- (a) *Legal Matters.* All legal matters incident to the consummation of the transactions hereby contemplated shall be satisfactory to counsel for RUS;
- (b) *Cooperative Agreement.* RUS shall receive duly executed originals of this Agreement;
- (c) *Articles of Incorporation, Charter, Bylaws and Organizational Documents.* With respect to corporate and cooperative Awardees, RUS shall have received certified copies of the Awardee’s most recent articles of incorporation or charter and bylaws. With respect to limited liability companies or similar organizations, RUS shall have received certified copies of the Awardee’s most recent organization documents; and
- (d) *Certificate of Authority.* RUS has received from the Awardee a duly authorized and executed certification Form 675, "Certification of Authority," designating an officer, employee, or agent of the Awardee as the person or persons authorized to execute and submit, on behalf of the Awardee, a completed Standard Form 270, "Request for Advance or Reimbursement" (hereinafter "SF 270").

Section 4.2 Conditions to Individual Advances

The obligations of RUS to approve any Advance are subject to the satisfaction of each of the following conditions precedent on or before the date of such Advance (all documents, certificates and other evidence of such conditions precedent are to be satisfactory to RUS in its discretion):

- (a) *Continuing Representations and Warranties.* That the representations and warranties of the Awardee contained in this Agreement be true and correct on and as of the date of such Advance as though made on and as of such date;
- (b) *Material Adverse Effect.* That no event has occurred which has had or could have a Material Adverse Effect;
- (c) *Event of Default.* That no Event of Default and no event which with the passage of time or giving of notice, or both, would constitute an Event of Default shall have occurred and be continuing, or shall have occurred after giving effect to any Advances on the books of the Awardee;
- (d) *Requisitions and Supporting Documentation.* That RUS shall have received not more frequently than once a quarter, unless otherwise agreed to by RUS, an SF 270, bearing the original signature of the officer, employee, or agent of the Awardee authorized to receive, disburse, or receive and disburse the Award, with supporting documentation from the Awardee. Advances shall be limited to the minimum amounts required for the Awardee's immediate disbursement needs and shall be requested by the Awardee only for actual immediate cash requirements of the Awardee. Such advances shall be provided on a reimbursement basis, or based on unpaid third-party invoices for Eligible Purposes, or contracts approved by RUS;
- (e) *Compliance with Cooperative Agreement.* That the Awardee is in material compliance with this Agreement; and
- (f) *Additional Documents.* That the Awardee agrees to provide RUS with such additional documents as RUS may request.

ARTICLE V – AFFIRMATIVE COVENANTS

Section 5.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the affirmative covenants contained in this Article V.

Section 5.2 Use of Advances

The Awardee shall expend Award funds only for Eligible Purposes in accordance with the RUS approved line-item Scope of Work and SF 270s submitted to RUS prior to the advance of funds.

Section 5.3 Unused and Disallowed Advances

- (a) The Awardee shall return to RUS forthwith all or any advanced portion of the grant not disbursed by the Awardee for the Scope of Work with any interest earned thereon when deposited in the Pledged Deposit Account.
- (b) The Awardee shall reimburse RUS for any advanced funds whose original expenditure has been disallowed by an RUS grant audit. Disallowances shall be satisfied, as directed by RUS, by either administrative offset against other approved purposes on SF 270s or repaying the disallowed amount directly to the United States Treasury. Such disallowed amounts shall accrue interest payable to RUS from the date RUS delivers to the Awardee

a written demand for payment. Interest shall accrue on disallowed grant Advances at the then current United States Treasury rate as prescribed by the Secretary of the Treasury. Closeout of this Agreement will not affect the right of RUS to disallow expenditures and recover, in full, any amount on the basis of a subsequent audit or other review or the Awardee's obligation to return any disallowed expenditures.

Section 5.4 Deposit of Advances into Pledged Deposit Account

- (a) The Awardee shall open and maintain a deposit account pledged to RUS ("Pledged Deposit Account,") in a bank or depository whose deposits are insured by the Federal Deposit Insurance Corporation or other federal agency acceptable to RUS and shall be identified by the RUS' designation of the Awardee followed by the words "Pledged Deposit Account." The Awardee shall promptly deposit proceeds from all Advances, including previously advanced funds whose original expenditure has been disallowed by an RUS audit into the Pledged Deposit Account. Moneys in the Pledged Deposit Account shall be used solely for the purposes for which Advances were made, or for such other purposes as may be approved in writing by RUS.
- (b) *First Lien on Pledged Deposit Account.* The Awardee shall perfect and maintain a first and prior lien in the Pledged Deposit Account (pursuant to a deposit account agreement or similar agreement or mechanism for perfecting as provided by applicable law) in form acceptable to RUS.

Section 5.5 Miscellaneous Notices

The Awardee shall furnish to RUS:

- (a) *Notice of Default.* Promptly after becoming aware thereof, notice of the occurrence of any default under the Grant Agreement or the receipt of any notice given pursuant to the Grant Agreement with respect to the occurrence of any event which with the giving of notice or the passage of time, or both, could become an Event of Default hereunder or under any other part of the Grant Agreement.
- (b) *Notice of Litigation.* Promptly after the commencement thereof, notice of the commencement of all actions, suits or proceedings before any court, arbitrator, or governmental department, commission, board, bureau, agency, or instrumentality affecting the Awardee or any Affiliate which, if adversely determined, could have a Material Adverse Effect.
- (c) *Material Adverse Effect.* Promptly after becoming aware thereof, notice of any matter which has resulted or may result in a Material Adverse Effect.
- (d) *Corporate Document Changes.* Thirty (30) days prior to their effectiveness, any amendments, supplements or modifications to the Awardee's Articles of Incorporation, Charter, Bylaws, Operating Agreement, Members Agreements or other Organizational Documents.

Section 5.6 Travel Expenses

All travel using Award funds must be directly related to the approved Statement of Work and Budget and must comply with 31 U.S.C. § 1345, *Federal Travel Regulations*, and applicable cost principles.

Section 5.7 Use and Publication of Information

- (a) Awardee shall not make available to other persons, except as authorized by RUS, any unpublished confidential data or information obtained or developed under and during this Agreement. Awardee shall not use such identifying data or information for any purpose other than for carrying out its obligations under this Agreement.
- (b) Awardee shall be free to publish in professional journals data or information obtained or developed, except as provided in subsection (a) above, resulting from the activities under this Agreement. Awardee agrees to submit a copy of any such publication to RUS sixty (60) calendar days prior to publication for review to ensure that confidentiality of the deliverables is maintained and that RUS and the program have been accurately represented, as determined by RUS. All educational and technical assistance materials developed by Awardee remains the property of Awardee; however, RUS has a non-exclusive, royalty-free, non-transferable, irrevocable license to reproduce, prepare derivative work and distribute copies of the deliverables so long as such deliverables are used for non-commercial educational or government purposes.
- (c) Awardee shall acknowledge USDA support in any publication written or published with respect to this Award and, if feasible, that such publication states the following: "This material is based upon work supported by the U.S. Department of Agriculture, Rural Utilities Service."
- (d) Awardee will utilize the logo provided by RUS on all educational and promotional materials developed for the Scope of Work. Awardee may also use its and its partners' logos where appropriate.

Section 5.8 Section 508 Compliance

Section 508 of the Americans with Disabilities Act requires Federal departments and agencies that develop, procure, maintain, or use electronic and information technology to ensure that Federal employees and members of the public with disabilities have access to and use of information and data, comparable to that of the employees and members of the public without disabilities. Awardees providing services or products to, and on behalf of, Federal agencies must provide Section 508 compliant deliverables. For further information, visit www.Section508.gov.

ARTICLE VI – ACCOUNTING AND REPORTING

Section 6.1 Financial Records

Awardees must account for all funds advanced under this Agreement and shall maintain, at its premises, such books, documents, papers, or other records and supporting documents, including, but not limited to, invoices, receipts, payroll records and bills of sale, adequate to identify the purposes for which, and the manner in which grant funds were expended on the Scope of Work. The Awardee shall maintain copies of all documents submitted to RUS in connection with the Award until the longer of (i) all audits have been completed, (ii) the term of this Agreement or (iii) three years subsequent to closeout of the Award.

Section 6.2 Rights of Inspection

The Awardee shall afford RUS, the Office of the Inspector General of USDA, and the Government Accountability Office, through their representatives, reasonable opportunity, at all times during business hours and upon prior notice, to have access to and right to inspect records related to the Scope of Work, including electronic books, accounts and electronic mail messages, regardless of the physical form or characteristics, invoices, contracts, leases, payroll records, canceled checks, statements, and other documents,

and papers of every kind belonging to or in any way pertaining to the Scope of Work, including its Subsidiaries, if such entities received for work under this Agreement, and to make copies or extracts therefrom.

Section 6.3 Annual Audit

- (a) Non-Federal Entities, which include Awardees that are States, local governments, Indian tribes, institutions of higher education, or nonprofit organizations, shall provide RUS with an audit pursuant to 2 C.F.R. part 200, Subpart F (Audit Requirements). The Awardee must follow subsection 200.502 in determining federal awards expended. All RUS loans impose an ongoing compliance requirement for the purpose of determining federal awards expended during a fiscal year. In addition, the Awardee must include the value of new federal loans made along with any grant expenditures from all federal sources during the Awardee's fiscal year. Therefore, the audit submission requirement for this program begins in the Awardee's fiscal year that the loan is made and thereafter, based on the balance of federal loan(s) at the beginning of the audit period. All required audits must be submitted within the earlier of: (i) 30 calendar days after receipt of the auditor's report; or (ii) nine months after the end of the Awardee's audit period.
- (b) For all other entities, Awardees shall provide RUS with an audit within 120 days after the as of audit date in accordance with 7 C.F.R. part 1773, Policy on Audits of RUS Borrowers. Note that with respect to Advances that contain loan funds, the audit is required after an Advance has been made, and, thereafter, from the close of each subsequent fiscal year until the loan is repaid in full. With respect to Advances that only contain grant funds, the audit is required until all grant funds have been expended or rescinded. While an audit is required, Awardees must also submit a report on compliance and internal controls over financial reporting, as well as a report on compliance with aspects of contractual agreements and regulatory requirements.

Section 6.4 Reporting

- (a) *Annual Reporting.* The Awardee shall submit an annual Federal Financial Report on SF-425.
- (b) *Performance Report.* The Awardee shall deliver an annual performance report to RUS until the project is complete and funds are expended. The performance report shall address:
 - (i) a comparison of actual accomplishments to the objectives set forth in the Application;
 - (ii) a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of overall Scope of Work objectives, prevented the meeting of time schedules or objectives, or precluded the attainment of particular work elements. This disclosure shall be accompanied by a statement of the action taken or planned to resolve the situation; and
 - (iii) objectives and timetable established for next reporting period.
- (c) *Closeout Report.* The Awardee shall deliver a closeout report to RUS no later than one hundred twenty (120) days after the expiration or termination of the Award or expenditure of all Award funds. The close out report shall address: (i) a comparison of actual accomplishments to the objectives set forth in the Application; (ii) a description of problems, delays, or adverse conditions that occurred, or which affected the attainment of overall Scope of Work objectives, prevented the meeting of time schedules or objectives, or precluded the attainment of particular work elements; and (iii) a comparison of how funds were spent against the budget submitted with the Application, approved by RUS, and attached hereto as Schedule 3.

ARTICLE VII – NEGATIVE COVENANTS

Section 7.1 General

Unless otherwise agreed to in writing by RUS, while this Agreement is in effect, the Awardee shall duly observe each of the negative covenants set forth in this Article VII.

Section 7.2 Contracts

The Awardee shall not, without the prior written consent of RUS, enter into any contract or contracts for the performance of any part of the Scope of Work. With respect to approved Scope of Work to be performed by Affiliates, such work will be limited to an amount which is the lower of cost or market rate and which is subject to verification by RUS and its representatives having access to the books and records of the Affiliate.

Section 7.3 Restrictions on Changes to Line-Item Budget

The Awardee agrees that the Budget for the Scope of Work is a line-item Budget and agrees not to make any revisions to the RUS approved line-item Budget, without the prior written approval of RUS.

ARTICLE VIII – GRANTOR’S RIGHTS

Section 8.1 Termination of Award Offer

RUS, in its sole discretion, may terminate this Agreement if it does not receive a duly executed counterpart to this Agreement with all conditions in Section 4.1 satisfied within sixty (60) days from the date of receipt of the Agency’s signed Agreement.

Section 8.2 Audits and Compliance Reviews

After giving prior notification to the Awardee, RUS has the right to conduct compliance reviews and audits of the Awardee to assure compliance with this Agreement.

Section 8.3 Disallowed Expenditures

Upon a determination by RUS that the Awardee did not expend Award funds on Eligible Purposes in accordance with the RUS approved line-item Scope of Work and the SF 270s approved by RUS prior to the advance of funds, RUS may, in its sole discretion:

- (a) Disallow all or a part of the expenditures and disbursements of the Award and require the Awardee to deposit such funds in the Pledged Deposit Account to be applied toward other approved Scope of Work purposes on SF 270s or to reimburse the Government, as provided in Section 5.3 hereof;
- (b) Suspend future Advances; and/or
- (c) Take any other action RUS determines to be necessary including, without limitation, exercising any right or remedy available under this Agreement or law.

Section 8.4 Suspension of Advances

RUS may, in its absolute discretion, suspend approving Advances on the Award upon making a determination that an event has occurred that is likely to have a Material Adverse Effect. RUS may also suspend approving advances of the Award upon the occurrence of an Event of Default.

ARTICLE IX - EVENTS OF DEFAULT

Section 9.1 Events of Default

The following shall be events of default (each an "Event of Default") under this Agreement:

- (a) Representations and Warranties. Any representation or warranty made by the Awardee in this Agreement, SF 270s or any certificate furnished to RUS under this Agreement, or in the Application shall prove to have been incorrect in any material respect at the time made;
- (b) Improper Expenditures. The Awardee expends Award funds on costs which are not Eligible Purposes in accordance with the RUS approved line-item Scope of Work and the SF 270s approved by RUS prior to the advance of funds;
- (c) Failure to Keep Adequate Records. The Awardee fails to keep adequate records, including the failure to document Award fund expenditures for Eligible Purposes as required herein;
- (d) Failure to Comply with Accounting and Reporting Requirements. The Awardee fails to comply with the accounting and reporting requirements in Article VI;
- (e) Bankruptcy. A court having jurisdiction in the premises shall enter a decree or order for relief with respect to the Awardee in an involuntary case under any applicable bankruptcy, insolvency, or other similar law now or hereafter in effect: (1) appointing a receiver, liquidator, assignee, custodian, trustee, sequestrator, or similar official, or (2) ordering the winding up or liquidation of its affairs; or the Awardee shall commence a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect, or under any such law, or consent to the appointment or taking possession by a receiver, liquidator, assignee, custodian or trustee, of a substantial part of its property, or make any general assignment for the benefit of creditors; and
- (f) Dissolution or Liquidation. Other than as provided in the immediately preceding subsection, the dissolution or liquidation of the Awardee, or the filing of such by the Awardee.

ARTICLE X - REMEDIES

Section 10.1 General

Upon the occurrence of an Event of Default, RUS may pursue all rights and remedies available to RUS that are contemplated by the Grant Agreement in the manner, upon the conditions, and with the effect provided in the Grant Agreement, and may pursue such other remedies that are generally available at law or in equity including, without limitation, a suit for specific performance, injunctive relief or damages. Nothing herein shall limit the right of RUS to pursue all rights and remedies available to a creditor following the occurrence of an Event of Default listed in Article X hereof. Each right, power and remedy of RUS shall be cumulative and concurrent, and recourse to one or more rights or remedies shall not constitute a waiver of any other right, power or remedy.

Section 10.2 Remedies

In addition to the remedies referred to in Section 11.1 hereof, upon the occurrence of an Event of Default, RUS may:

- (a) Refuse to make any advance or further advance on account of the Award, but any advance thereafter made by RUS shall not constitute a waiver of such default;
- (b) Terminate the obligation to further advance on account of the Award; and/or
- (c) RUS shall have, in addition to any other rights and remedies contained in this Agreement, all of the rights and remedies of a secured party under the Uniform Commercial Code in force in the state identified in the first paragraph hereof, as well as the state where the Collateral is located, as of the date hereof, all of which rights and remedies shall be cumulative, and nonexclusive.

ARTICLE XI - MISCELLANEOUS

Section 11.1 Notices

All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing (including, without limitation, by email) delivered to the intended recipient at the "Address for Notices" specified below; or, as to any party, at such other address as shall be designated by such party in a notice to each other party. Except as otherwise provided in this Agreement, all such communications shall be deemed to have been duly given when transmitted by email delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein. The Addresses for Notices of the respective parties are as follows:

<u>RUS</u> Rural Utilities Service United States Department of Agriculture 1400 Independence Avenue, S.W. Washington, D.C. 20250-1510 Attention: Administrator Email:reconnect@usda.gov	<u>Awardee</u> See Schedule 1
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<u>With a copy to:</u> Rural Utilities Service United States Department of Agriculture 1400 Independence Avenue, S.W. Stop 1590, Room No. 4121 Washington, D.C. 20250-1590 Attention: Peter Amiable	<u>With a copy to:</u> See Schedule 1
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Section 11.2 No Waiver

No failure on the part of RUS to exercise, and no delay in exercising any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by RUS of any right hereunder preclude any other or further exercise thereof or the exercise of any other right.

Section 11.3 Governing Law

This Agreement shall be governed by and construed in accordance with applicable federal law and, in the absence of controlling federal law, by the laws of the State identified in the first paragraph herein, except those that would render such choice of law ineffective.

Section 11.4 Consent to Jurisdiction

The Awardee hereby irrevocably submits to the jurisdiction of the U.S. District Court for the District of Columbia and the US Court of Appeals for the Federal Circuit (both the "DC Federal Courts") for any action or proceeding arising out of or relating to this Agreement, and hereby irrevocably agrees that all claims in respect of such action or proceeding shall be heard and determined in such federal courts. The Awardee irrevocably consents to the service of process out of any of the aforementioned courts in any such action or proceeding by the mailing of copies thereof by registered or certified mail, postage prepaid, to the Awardee's address set forth in Schedule 1. The Awardee hereby irrevocably waives any objection which it may now or hereafter have to the laying of venue of any of the aforesaid actions or proceedings arising out of or in connection with this Agreement brought in the DC Federal Courts and hereby further irrevocably waives and agrees not to plead or claim in such court that any such action or proceeding brought in any such court has been brought in a forum *non conveniens*. Nothing herein shall affect the right of the Government to serve process in any other manner permitted by law or to commence legal proceedings or otherwise proceed against the Awardee in its own jurisdiction.

Section 11.5 Waiver of Jury Trial

EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT, OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, SECURED PARTY, OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION.

Section 11.6 Rescission

The Awardee may elect to rescind this Agreement, in which event RUS shall release the Awardee from its obligations hereunder, provided the Awardee complies with such terms and conditions as RUS may impose for such release.

Section 11.7 Successors and Assigns

- (a) This Agreement shall be binding upon and inure to the benefit of the Awardee and RUS and their respective successors and assigns, except that the Awardee may not assign or transfer its rights or obligations hereunder without the prior written consent of RUS.
- (b) Pursuant to federal claims collection laws, RUS' claims hereunder may be transferred to other agencies of the United States of America; in the event of such a transfer, all rights and remedies hereby granted or conferred on RUS shall pass to and inure to the benefit of any such successor agency.

Section 11.8 Complete Agreement; Waivers and Amendments

Subject to RUS Regulations, this Agreement and all parts of the Grant Agreement are intended by the parties to be a complete and final expression of their agreement. However, RUS reserves the right to waive its rights to compliance with any provision of this Agreement. No amendment, modification, or waiver of any provision hereof or thereof, and no consent to any departure of the Awardee herefrom or therefrom, shall be effective unless approved in writing by RUS, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

Section 11.9 Liability

Awardee and RUS agree to be responsible and assume liability for their own wrongful or negligent acts or omissions, or those of its officers, agents, or employees, to the full extent required by law.

Section 11.10 Headings

The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

Section 11.11 Severability

If any term, provision, condition, or any part thereof, of this Agreement or the Security Documents shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision, or condition nor any other term, provision, or condition, and this Agreement and the Security Documents shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.

Section 11.12 Schedules

The Schedules attached hereto and referred to herein is an integral part of this Agreement.

Section 11.13 Authority of Representatives of RUS

In the case of any consent, approval or waiver from RUS that is required under this Agreement, such consent, approval or waiver must be in writing and signed by an authorized RUS representative to be effective. As used in this section, "authorized RUS representative" means the Administrator of RUS, and also means a person to whom the Administrator has officially delegated specific or general authority to take the action in question.

Section 11.14 Term

This Agreement shall remain in effect until one of the following two events has occurred:

- (a) The Awardee and RUS replace this Agreement with another written agreement; or
- (b) All of the Awardee's obligations under this Agreement, including the Service Obligation, have been discharged and paid.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

County of Mono

by _____
Name:
Title:

(Seal)

Attested to by: _____
Secretary

UNITED STATES OF AMERICA
ANDREW
by BERKE
Digitally signed by ANDREW
BERKE
Date: 2023.11.13 15:02:10
-05'00'

Administrator
of the Rural Utilities Service |

SCHEDULE 1

Article II Representations and Warranties

1. Paragraph (e) Awardee's Principal Place of Business:
25 Bryant Street
Bridgeport, California 93517-7778
2. Paragraph (f) Awardee's Organization Number: L7XGDNTU7B98
3. Paragraph (g) Awardee's Subsidiaries:
4. Paragraph (g) Awardee's Parent:

Article III The Cooperative Grant

1. Section 3.1(a) Grant amount: \$83,000

Article XII Miscellaneous

1. Section 11.1 Awardee's address for purposes of notification:

25 Bryant Street
Bridgeport, California 93517-7778
2. Section 11.1 Address for Awardee's notification copy:

25 Bryant Street
Bridgeport, California 93517-7778

**SCHEDULE 2
BUDGET**

Line Item	Item Category	Item Cost
1	Contractual	\$66,000.00
2	Personnel	\$17,000.00
Total Project Cost to be Funded by Award		\$83,000.00

**SCHEDULE 3
STATEMENT OF WORK**

I. OBJECTIVES & DELIVERABLES

The County of Mono application for the USDA Rural Development Broadband Technical Assistance Grant is intended to result in shovel-ready, last-mile, detailed network engineering designs for broadband Internet service in the unincorporated, exceptionally rural, agricultural area of Hammil, California. We intend to hire a contractor through the County-required competitive selection process, and to work with that contractor to develop the shovel-ready, last-mile detailed network engineering designs for the residences and businesses in Hammil, California.

Anticipated Deliverables:

- Detailed last-mile network designs in a high-resolution, digital format, that can be used by any relatively competent network construction contractor to build last-mile network infrastructure supporting speeds of 100Mbps download and 20Mbps upload or better, preferably synchronous 1Gbps speeds or better.
- Designs should accommodate multiple Internet connection options, including connections through the regional open-access, middle-mile fiber-optic network.

II. STATEMENT OF WORK

Work Plan Approach

Project Objectives:

- Hire a qualified network design contractor through the County-required competitive selection process.
- With the contractor, identify and catalog all locations in the Hammil area, including residences, businesses, and organizations, that may benefit from being connected to broadband Internet infrastructure.
- Through a contractor, develop creative and flexible, shovel-ready, last-mile detailed engineering designs to connect as many of the cataloged locations in the Hammil area as practicable to multiple broadband Internet service delivery connection locations.
 - The resulting network designs should be detailed enough for any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.
 - The resulting network designs should support speeds of 100Mbps download and 20Mbps upload or better, preferably synchronous 1Gbps speeds or better.

Project Key Goals:

- Through a contractor, develop shovel-ready, last-mile detailed engineering designs for the Hammil area that can be used for construction of last-mile network infrastructure for reliable Internet service at speeds of 100Mbps download and 20Mbps upload or better, preferably at synchronous 1Gbps speeds or better.
- These design plans will be used for future last-mile network infrastructure construction projects that will do the following:
 - Provide additional and improved economic and market opportunities in the Hammil area.
 - Provide easier access to online Rural Utilities Service programs for agricultural companies in the region.
 - Provide online access to a variety of services that would otherwise require up to 2 hours of travel by vehicle to do so, reducing impact of vehicle exhaust emissions on the environment.

Work Plan Implementation

- Technical Assistance will be provided by a contractor in the form of pre-construction, detailed network engineering designs for network infrastructure that will support broadband Internet service delivery.

- Having detailed network engineering designs and an environmental compliance pathway completed would make a construction project in this area much more enticing for a company. The engineering designs will also help to establish construction cost estimates for grant funding to construct the network.

Major Tasks

- Task 1: County-required process to hire a contractor
 - Subtask 1: Broadband Coordinator & County Staff: Create and post a Request for Proposals for design work, coordinate with USDA RD Staff
 - Subtask 2: Broadband Coordinator & County Staff, USDA RD Staff: Evaluate responses and select the winning bidder
 - Subtask 3: Broadband Coordinator & County Staff: Enter into a contract for the design work, coordinate with USDA RD Staff
- Task 2: Identify and catalog the locations to be included in the designs
 - Subtask 1: Broadband Coordinator & County Staff, USDA RD Staff: Work with the Contractor to review and validate the locations for the design project
- Task 3: Contractor design work
 - Subtask 1: Contractor: develop and deliver detailed, last-mile network infrastructure designs including environmental compliance and evaluation
 - Subtask 2: Broadband Coordinator & County Staff, USDA RD Staff: respond to Contractor questions any coordinate environmental reviews

Time period of tasks

- Task 1, Subtask 1: Award notification to Month 1 (Create and Post RFP)
- Task 1, Subtask 2: Month 1 to Month 3 (Select the Winning Bidder)
- Task 1, Subtask 3: Month 3 to Month 4 (Enter into Contract)
- Task 2, Subtask 1: Month 4 to Month 5 (Review & Validate Locations)
- Task 3, Subtask 1: Month 5 (Contractor Design Work Delivered)
- Task 3, Subtask 2: Month 5 (Coordination with Contractor)

Statement of work for contractor or consultant

- Develop shovel-ready, last-mile detailed engineering designs that can be used by any reasonably capable and qualified network construction company to construct last-mile fiber-to-the-premise network infrastructure.
 - Provide detailed, shovel-ready, engineering designs for last-mile network infrastructure that is capable of supporting Internet service at 100Mbps download and 20Mbps upload or better, preferably at synchronous 1Gbps speeds or better.
 - Engineering designs should include network infrastructure connections from middle-mile network to all unserved communities, households and businesses.
 - If your designs include middle-mile network to support your last-mile designs, identify those network segments in your designs as such.
 - Complete any required environmental review pursuant to CEQA or NEPA, including any required technical studies necessary to complete them. In the event of any scope change due to project site conditions, provide all required professional environmental services necessary to obtain environmental clearance. Ensure that the project design documents comply with the requirements set forth in the environmental documents and any required regulatory agency permits.
 - Designs must comply with: Federal laws; State laws; local laws; rules and regulations of governing utility districts; and rules and regulations of other authorities with jurisdiction over the construction of network infrastructure.

III. AWARDEE RESPONSIBILITIES

The awardee agrees to the responsibilities detailed in the approved project work plan.

IV. RUS RESPONSIBILITIES

RUS will be responsible for providing the following activities under this Agreement:

Activity Number	Proposed Substantial Involvement by RD Staff
1	Assist with contractor RFP coordination; contract coordination; location validation; design input; and contractor inquiry responses.



Rural Development

November 13, 2023

Rural Utilities Service

1400 Independence Ave SW,
Room 2868 Stop 1599
Washington, DC 20250

Voice 202.720.0677

TO: Mr. Scott Armstrong
Regional Broadband Coordinator
County of Mono
25 Bryant Street
Bridgeport, CA, 93517-7778

SUBJECT: Re: Grants.gov Application # GRANT13921203

Dear Mr. Scott Armstrong

The Rural Utilities Service (RUS) is pleased to inform County of Mono that its proposal in the amount of \$83,000 for a Broadband Technical Assistance (BTA) award has been selected for funding.

Please review, sign and return the attached Cooperative Agreement to RUS within thirty (30) days or notify RUS if there are any errors with respect to information provided by the agency. Otherwise, the standard agreement is non-negotiable.

Through the receipt of federal funds, the RUS reminds County of Mono of its accountability and compliance obligations with civil rights laws as outlined in the Funding Opportunity Announcement, 88 Fed. Reg. 24154 (Apr. 19, 2023), for which it applied to the BTA Program.

Additionally, before the award funds can be disbursed, you must:

- Complete and return the attached FMMI Vendor Code Request Form
- Execute and return the attached Form RD 400-4, "Assurance Agreement."
 - Please note: Both the recipient and attest lines in the Form RD 400-4 need to be signed by different individuals in your organization. The seal is not required.

Please indicate acceptance of this award by having the appropriate authorized or designated official sign and return this letter by email to:

Mr. Kenneth Kuchno, Deputy Assistant Administrator
Policy and Outreach Assessment Division
USDA, Rural Utilities Service
Stop 1590, Room 4121, South Building
1400 Independence Avenue, S.W.
Washington, D.C. 20250-1590

Email: SM.Telecom.TA@usda.gov

If you have any questions concerning the conditions set forth above, please email SM.Telecom.TA@usda.gov.

We look forward to working with you to bring the benefits of advanced telecommunications services to rural America.

Sincerely,

Kenneth Kuchno
 Deputy Assistant Administrator
 Policy and Outreach Division
 Telecommunications Program
 Rural Utilities Service

ACCEPTANCE:
County of Mono

By: _____
 Name: _____
 Title: _____
 Date: _____

Enclosures:
 Cooperative Agreement
 FMMI Vendor Code Request Form
 Form RD 400-4

cc: Maria Gallegos Herrera, California State Director
 Robert Machado, General Field Representative

FMMI Vendor Interim PVND Form Version 1.1

Requestor Name

Self Tracking Reference Number

Completion of request will be notified by e-mail.

Requestor E-mail

Requestor Phone

Request Date

Agency

Action Requested

ADD

CHANGE

BLOCK

FMMI Vendor Code (for changes and blocks):

GovTrip Pseudo

VENDOR ACCOUNT GROUPS Check only one

ZEMP (Z2) – EMPLOYEES

ZNFV (Z1) – Non-Federal Vendors

ZFDN (Z3) – Federal Non-USDA Vendors

ZFDU (Z4) – Federal USDA Vendors

ZSAL (Z5) – State and Local Government

ZFOR (Z6) – Foreign Vendors

ZTPA (Z7) – Non-Federal 3rd Party Assignee

ZINT (Z2) – Invitational Traveler

ZPFD (Z8) – Producers

ZSET (Z2) – Settlement and

Vendor Name

Injuries

DBA: Name

Street Address 1

Street Address 2

Zip

City

Country

State

Vendor Contact Name

Vendor Contact Phone

SSN

In FMMI there are separate fields for Social Security Numbers and Taxpayer Identification Numbers please populate the appropriate box.

TIN

Industry Check Only One required for **ZNFV Non-Federal Vendors Account Group**

Z001 – Commercial/Consumer

Z004 – Permits

Z002 – Sovereign

Z005 – Settlements / Injured

Z003 – Non-Profit Entity

Z006 - Supplemental Employee

Banking Information

Bank Name

Routing Number

Bank Account

Bank Account Type Check One

Checking

Savings

Waiver Code when EFT is not used

01 No Bank Account **02** Hardship **03** Foreign Entity **04** Disaster Area

05 Military ops **06** National Security **07** One Time Payment **08** Emergency pmt

ALC (Required for Federal Vendors)

Comments

FMMI Vendor Interim Form Instructions

Requestor Name	Place the name of the person submitting the request
Self Tracking Reference Number	We recommend you number your requests and track them. We will reference this number on the e-mail notification upon completion of your request. We will not send any PII (Personally Identifiable Information) via the internet.
Requestor E-mail	We will send an e-mail notification upon completion of requests. It is very important that we be able to send the new Vendor code to you. The vendor codes in FMMI do not contain the SSN/TIN in their construct.
Requestor Phone	As a backup to e-mail communications please include your phone number. Please include extension.
Request Date	Enter the date of your request.
Agency	Enter the agency requesting the change or add. Normally this will be your agency, unless you are cross servicing.
Action Requested	<ol style="list-style-type: none"> 1. Add check add if this is a new record. 2. Change check change if you are modifying an existing FMMI vendor. Be sure to provide the Vendor Code in the Vendor Code field. 3. Block this is the equivalent of inactivating a vendor. Be sure to provide the Vendor Code in the Vendor Code field.
Vendor Code	Only fill this out with the FMMI Vendor code for existing records. DO NOT ENTER AN OLD FFIS VENDOR CODE HERE. You need to fill this out for changes and blocks.
GovTrip Pseudo	For employees and non-employee travelers. We will adjust the Pseudo to GovTrip when needed.
Vendor Account Groups	Check the appropriate account group.
Vendor Name	Vendors Legal Name will be used to TIN match with the IRS
DBA Name	Doing Business As
Street Address 1	First line of address
Street Address 2	Second line of address
Zip	Note ZIP code is before city in FMMI. FMMI is based on SAP a German company. The equivalent field to ZIP in Europe is placed before City. We will need to get used to this..
City	City
State	Enter the two digit postal state abbreviation.
Vendor Contact Name	Enter the name of the point of contact with the vendor.
Vendor Contact Number	Enter the phone number of the point of contact with the vendor.
SSN	Enter the SSN for the vendor
TIN	Enter the TIN for the vendor.
Industry	Check the appropriate Industry, only required if the ZNFV Account Group is checked.
Bank Name	Optional but include if you know it.
Routing number	Enter the bank routing number
Bank Account Type	Check either Savings or Checking
Waiver Code	Check the appropriate waiver code when banking is not present.
ALC	Eight digit ALC code only required for Federal Vendors.

USDA
Form RD 400-4
(Rev. 11-17)

ASSURANCE AGREEMENT
(Under Title VI, Civil Rights Act of 1964)

OMB No. 0570-0062

The

(name of recipient)

(address)

As a condition of receipt of Federal financial assistance, you acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of national laws and policies prohibiting discrimination, including but not limited to:

1. Title VI of the Civil Rights Act of 1964, as amended, which prohibits you from discriminating on the basis of race, color, or national origin (42 U.S.C. 2000d et seq.), and 7 CFR Part 15, 7 CFR 1901, Subpart E.

As clarified by Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) guidance, national origin discrimination includes discrimination on the basis of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs [in accordance with USDA RD LEP Guidance for RD Funded (Assisted) Programs]. Meaningful access may entail providing language assistance services, including oral and written translation, where necessary. You are encouraged to consider the need for language services for LEP persons served or encountered both in developing your budgets and in conducting your programs and activities. For assistance and information regarding your LEP obligations, go to <http://www.lep.gov>;

2. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating on the basis of sex in education programs or activities (20 U.S.C. 1681 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

3. The Age Discrimination Act of 1975, as amended, which prohibits you from discriminating on the basis of age (42 U.S.C. 6101 et seq.) [as implemented by 7 CFR Part 15, 7 CFR 1901, Subpart E];

4. Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits you from discriminating on the basis of disability (29 U.S.C. 794) [as implemented by 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E];

5. Title VIII of the Civil Rights Act, which prohibits you from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (42 U.S.C. 3601 et seq.), as implemented by the Department of Housing and Urban Development at 24 CFR part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units, i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) be designed and constructed with certain accessible features, see 24 CFR Part 100.201; and

6. Titles II and III of the Americans with Disabilities Act, which prohibit you from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189), as implemented by Department of Justice regulations at 28 C.F.R. parts 35 and 36, and 7 CFR Part 15, 7 CFR Part 15b, 7 CFR 1901, Subpart E.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions governing USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to records, accounts, documents, information, facilities, and staff :

1. You must cooperate with any compliance review or complaint investigation conducted by USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).
2. You must give USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by Title VI, Title IX, Age, and Section 504 implementing regulations and other applicable laws or program guidance.
3. You must keep such records and submit to the responsible Department official or designee timely, complete, and accurate compliance reports at such times, and in such form and containing such information, as the responsible Department official or his designee may determine to be necessary to ascertain whether you have complied or are complying with relevant obligations.
4. You must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
5. Make available to users, participants, beneficiaries and other interested persons such information regarding the provisions of this agreement and the regulations, and in such manner as the Rural Development or the U.S. Department of Agriculture finds necessary to inform such persons of the protection assured them against discrimination.
6. If, during the past three years, you (the recipient) have been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, you must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements.
7. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against you, or you settle a case or matter alleging such discrimination, you must forward a copy of the complaint and findings to USDA Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), Office of Civil Rights.

The United States has the right to seek judicial enforcement of these obligations.

You also acknowledge and agree that you must comply (and require any subgrantees, subrecipients, contractors, successors, transferees, and assignees to comply) with applicable provisions of program-specific nondiscrimination policy requirements found at CFR Part 15, 7 CFR Part 15 b, 12 CFR Part 202, 7 CFR 1901, Subpart E., DR4300-003, DR4330-0300, DR4330-005.

Period of Obligation

In the case of any service, financial aid, covered employment, equipment, property, or structure provided, leased, or improved with federal assistance extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), this assurance obligates the Recipient for the period during which federal assistance is extended. In the case of any transfer of such service, financial aid, equipment, property, or structure, this assurance obligates the transferee for the period during which federal assistance is extended. If any personal property is so provided, this assurance obligates the Recipient for the period during which it retains ownership or possession of the property. In all other cases, this assurance obligates the Recipient for the period during which the federal assistance is extended to the Recipient by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service).

Employment Practices

Where a primary objective of the federal assistance is to provide employment or where the Recipient's employment practices affect the delivery of services in programs or activities resulting from federal assistance extended by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service), the Recipient agrees not to discriminate on the grounds of race, color, national origin, sex, age, or disability, in its employment practices. Such employment practices may include, but are not limited to, recruitment, advertising, hiring, layoff or termination, promotion, demotion, transfer, rates of pay, training and participation in upward mobility programs; or other forms of compensation and use of facilities.

Data Collection

The Recipient agrees to compile and maintain information pertaining to programs or activities developed as a result of the Recipient's receipt of federal assistance from Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service). Such information shall include, but is not limited to the following: (1) the manner in which services are or will be provided and related data necessary for determining whether any persons are or will be denied such services on the basis of prohibited discrimination; (2) the population eligible to be served by race, color, national origin, sex, age, and disability; (3) data regarding covered employment including use or planned use of bilingual public contact employees serving beneficiaries of the program where necessary to permit effective participation by beneficiaries unable to speak or understand English; (4) the location of existing or proposed facilities connected with the program and related information adequate for determining whether the location has or will have the effect of unnecessarily denying access to any person on the basis of prohibited discrimination; (5) the present or proposed membership by race, color, national origin, sex, age and disability in any planning or advisory body which is an integral part of the program; and (6) any additional written data determined by Rural Development (Rural Housing Service, Rural Business and Cooperative Service, and Rural Utilities Service) to be relevant to the obligation to assure compliance by recipients with laws cited in this assurance agreement.

Under penalty of perjury, the undersigned officials certify that they have read and understand their obligations as herein described, that the information submitted in conjunction with this Document is accurate and complete, and that the recipient is in compliance with the nondiscrimination requirements set out above.

Rights and remedies provided for under this agreement shall be cumulative.

In witness whereof, _____ on this
(name of recipient)

date has caused this agreement to be executed by its duly authorized officers and its seal affixed hereto, or, if a natural person, has hereunto executed this agreement.

(S E A L)

Recipient

Date

Attest: _____
Title

Title



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Clerk of the Board

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Kelly Barceloux, IMACA Executive
Director

SUBJECT Inyo Mono Advocates for Community
Action (IMACA) Update

AGENDA DESCRIPTION:

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

Update from Kelly Barceloux, IMACA Executive Director.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report

History

Time	Who	Approval
11/28/2023 1:52 PM	County Counsel	Yes
11/27/2023 2:29 PM	Finance	Yes
11/29/2023 1:50 PM	County Administrative Office	Yes



People Helping People

Date: November 20, 2023

To: Honorable Board of Supervisors

From: Kelly Barceloux, Executive Director IMACA

Subject

Inyo Mono Advocates for Community Action update on Community Support Services Grant, current programs serving low income clients and new office location.

Recommendation

Discussion

IMACA is thankful for Mono County grant support during a time of need for IMACA. At the beginning of 2022, IMACA was facing a possible shut down of all programs. With the Community Support Services Grant from Mono County, it helped keep IMACA's door opening to service the low income clients of Inyo and Mono County.

Inyo Mono Advocates for Community Action, Inc. (IMACA) has a new office location in Bishop, California, at 145 East South Street, Building A. It is the small building behind our food warehouse. Office hours are from 9AM to 4PM, closed for lunch from 12PM to 1PM. The main phone number is 760-873-8557. IMACA appreciates your patience and support as we have undergone major changes in the past two years. Our team is small but mighty, and we are eternally grateful to our supporters. IMACA stands by our mission to support, educate, empower, and advocate for vulnerable populations in its community.

IMACA continues to operate Food and Energy Assistance programs. The food distribution happens monthly at 15 different towns across Inyo and Mono Counties and serves more than 300 households. The Low Income Home Energy Assistance Program (LIHEAP) helps more than 200 households pay their energy bills, which avoids utility disconnections and keeps homes cool in the summer and warm in the winter. The Low Income Household Water Assistance Program (LIHWAP) helps income-eligible households pay their water/wastewater bills and ends on March 31, 2024.

Fiscal Impact

None

Administration
Human Resources
Community Services
145 E. South Street
Bldg # A
P.O. Box 845
Bishop, CA 93514
(760) 873-8557
e-mail: info@imaca.net

Glass Mountain
Apartments
25 Mountain Blvd.
Mammoth Lakes, CA 93546
(760) 920-8287

Valley Apartments
156 E. Clarke St.
Bishop, CA 93514
(760) 873-8557

IMACA is a Non-Profit,
Tax-Exempt Organization
under Section 501(c)(3),
Internal Revenue Code.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Elections

TIME REQUIRED 5 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Queenie Barnard, Registrar of Voters

SUBJECT Review and Declaration of November
7, 2023, Special District Election
Results

AGENDA DESCRIPTION:

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

Presentation of certified election results of the November 7, 2023, Special District Election for the Tri-Valley Groundwater Management District.

RECOMMENDED ACTION:

Accept certified statement of results of the November 7, 2023, Special District Election, and declare elected to the Tri-Valley Groundwater Management District Director office the following candidate who received the highest number of votes: Donald Moss.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Certification

History

Time	Who	Approval
11/29/2023 2:57 PM	County Counsel	Yes

11/27/2023 2:52 PM

Finance

Yes

11/29/2023 3:54 PM

County Administrative Office

Yes



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

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

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

December 5, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Registrar of Voters

Re: Review and Declaration of November 7, 2023, Special District Election Results

Discussion:

On May 17, 2023 and July 12, 2023, the Tri-Valley Groundwater Management District (TVGMD) approved resolutions calling for a Special Election to fill a vacant seat on the Board of Directors and requested Mono County hold an "all-mail" ballot election at the next scheduled election (November 7, 2023) and waive any fees to conduct said election.

On July 18, 2023, the Mono County Board of Supervisors 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) Waive 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.

Per Elections Code §15372, *The elections official shall prepare a certified statement of the results of the election and submit to the governing body within 30 days of the election.*

Per Elections Code §15400, *The governing body shall declare elected or nominated to each office voted on at each election under its jurisdiction the person having the highest number of votes for that office, or who was elected or nominated under the exceptions noted in Section 15452.*

Following the canvass of the election, the results of the election are included with the attached Certification of Vote.

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

Queenie Barnard
Mono County Registrar of Voters
760-932-5534
qbarnard@mono.ca.gov

Attachments:

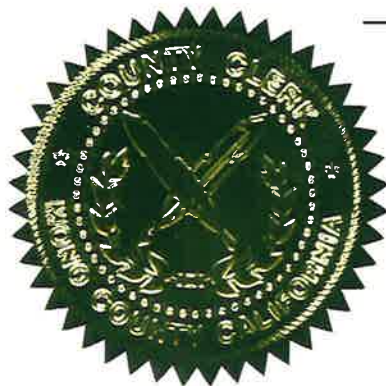
1. Certification and Final Official Election Summary Report

**CERTIFICATION OF COUNTY CLERK/REGISTRAR OF VOTERS
OF THE RESULTS OF THE CANVASS OF THE
NOVEMBER 7, 2023 SPECIAL DISTRICT ELECTION**

STATE OF CALIFORNIA
COUNTY OF MONO

I, Queenie Barnard, County Clerk/Registrar of Voters of said County, do hereby certify that, in pursuance to the provisions of Elections Code Section 15300, et seq., I did canvass the results of the votes cast in the Special District Election for the Tri-Valley Groundwater Management District held in said County on November 7, 2023, for the contest that was submitted to the vote of the voters, and that the Final Summary Report to which this certificate is attached, is full, true and correct.

I hereby set my hand and official seal this 22nd day of November 2023, at the County of Mono.





Queenie Barnard
Registrar of Voters
County of Mono
State of California

Election Summary Report

General Election

Mono

November 07, 2023

Summary for: All Contests, All Districts, All Tabulators, All Counting Groups

Final Official Results

Tri-Valley Groundwater Management District

Electors Group	Counting Group	Voters Cast	Registered Voters	Turnout
Total	Vote by Mail	367		48.04%
	Total	367	764	48.04%

Voters Cast: 367 of 764 (48.04%)

Tri-Valley Groundwater Management District Director (Vote for 1)

	Total
Times Cast	367 / 764 48.04%

Candidate	Party	Total
CURTIS MILLIRON		167 45.50%
DONALD MOSS		199 54.22%
Total Votes		366



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Clerk / Recorder / Registrar / Clerk of the Board of Supervisors

TIME REQUIRED 5 minutes

SUBJECT Terms and Conditions of Employment
- Assistant Clerk-Recorder

**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)

Proposed resolution approving agreement regarding terms and conditions of employment with Salinthia Ybarra as Assistant Clerk-Recorder.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution approving agreement regarding terms and conditions of employment with Salinthia Ybarra as Assistant Clerk-Recorder. Authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The estimated cost of this position for the remainder of the fiscal year is \$59,070, of which \$47,605 is salary and \$11,465 is benefits. The total cost of salary and benefits for an entire fiscal year is approximately \$94,884, of which \$83,538 is salary and \$11,346 is benefits. This is included in the Department's FY 2023/24 approved budget.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 7609325534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Employment Agreement

History

Time	Who	Approval
11/29/2023 1:19 PM	County Counsel	Yes
11/27/2023 5:16 PM	Finance	Yes
11/29/2023 2:34 PM	County Administrative Office	Yes



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

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

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

December 5, 2023

To: Honorable Chair and Members of the Board of Supervisors

From: Queenie Barnard, Clerk-Recorder

Re: Employment Agreement with Salinthia (Salena) Ybarra as Assistant Clerk-Recorder

Discussion:

The Assistant Clerk-Recorder position has been vacant since August 2023. Mono County received seven applications for the position of Assistant Clerk-Recorder and after interviewing three candidates, Salinthia (Salena) Ybarra was selected for the position. Salena currently works in the Clerk-Recorder's office as a Deputy Clerk-Recorder and has been responsible for the Recorder division of the department for the past two years, as well as an integral part of the department budget development process. Previously, Salena worked in the Public Works department as a Fiscal Technical Specialist. Her experience within the Clerk-Recorder department and Mono County will be beneficial in this role.

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

A handwritten signature in cursive script, appearing to read "Queenie Barnard".

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



RESOLUTION NO. R23-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF SALINTHEA YBARRA**

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 Salinthea Ybarra, 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 Salinthea Ybarra. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 5th day of December, 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

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF SALINTHEA YBARRA
AS ASSISTANT CLERK-RECORDER FOR MONO COUNTY**

This Agreement is entered into by and between Salinthea Ybarra and the County of Mono (hereinafter “County”).

I. RECITALS

Salinthea Ybarra (hereinafter “Ms. Ybarra”) is currently employed by County as its Deputy Clerk-Recorder. The County now wishes to employ Ms. Ybarra in the at-will position of Assistant Clerk-Recorder for Mono County in accordance with the terms and conditions set forth in this Agreement. Ms. Ybarra wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence on December 5, 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, Ms. Ybarra shall be employed by Mono County as its Assistant Clerk-Recorder, serving at the will and pleasure of the Clerk-Recorder-Registrar. Ms. Ybarra accepts such employment. The Clerk-Recorder-Registrar shall be deemed the “appointing authority” for all purposes with respect to Ms. Ybarra’s employment. The Clerk-Recorder-Registrar and Ms. Ybarra will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Ybarra’s work. Ms. Ybarra’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Clerk-Recorder-Registrar in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Ybarra’s salary shall be set at Range 10, Step A as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R23-016 adopted on February 21, 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. Ms. Ybarra understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of her

retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Ms. Ybarra shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2023 to reflect Ms. Ybarra’s December 5th, 2023 start date. Ms. Ybarra understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Ybarra’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Ybarra may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Ybarra’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. To the extent deemed appropriate by the Clerk-Recorder-Registrar, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Ybarra’s full participation in applicable professional associations, for her continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Ybarra shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Ybarra’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Ybarra understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Ybarra cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Ybarra’s regular schedule ever be reduced to less than full-time employment,

on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Ms. Ybarra’s employment, the Clerk-Recorder-Registrar may terminate Ms. Ybarra’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Ybarra understands and acknowledges that as an “at will” employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Clerk-Recorder-Registrar may, in his or her discretion, take during Ms. Ybarra’s employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of employment under this agreement, Ms. Ybarra shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Ms. Ybarra shall not be entitled to any severance pay in the event that the Clerk-Recorder-Registrar has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Ybarra shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Ybarra may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Ybarra shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Ybarra, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Ybarra’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 Ms. Ybarra'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 Ms. Ybarra'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., Ms. Ybarra shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Ybarra is convicted of a crime involving abuse of office or position.

14. Ms. Ybarra acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Ybarra further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

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 5th day of December.

EMPLOYEE

THE COUNTY OF MONO

Salinthea Ybarra

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 December 5, 2023

Departments: County Administrative Office

TIME REQUIRED 15 minutes

SUBJECT Property Tax Sharing Agreement -
Snowcreek VIII, Mammoth Lakes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution Approving a Property Tax Sharing Agreement Related to the Annexation by Mammoth Community Water District (MCWD) of Properties Proposed for Development as "Snowcreek VIII".

RECOMMENDED ACTION:

Adopt proposed resolution approving, and authorizing the Chair to sign, property tax sharing agreement with Mammoth Community Water District for the purpose of sharing a portion of the property tax increment which would otherwise be received by the County within tax rate areas 010-011, 010-014, and 010-015 with MCWD.

FISCAL IMPACT:

Shifting of taxes from the County to the Water District is limited to each year's incremental change in value. For FY 2023-24, the estimated property tax revenues shifted from the County to the District is \$1,142. The tax revenues shifted in future years will increase as property values rise.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: 7606483270 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Exhibit
<input type="checkbox"/> Exhibit to Contract

History

Time	Who	Approval
11/29/2023 1:23 PM	County Counsel	Yes
11/27/2023 3:32 PM	Finance	Yes
11/29/2023 1:54 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

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To: Board of Supervisors

From: Sandra Moberly, County Administrative Officer

Date: December 5, 2023

Re: Property Tax Sharing Agreement – Mammoth Community Water District

Strategic Plan Focus Area(s) Met

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

Discussion

Mammoth Community Water District (MCWD) has undergone jurisdictional changes to annex parcels subdivided by Town of Mammoth Lakes Tract Map 09-002, and slated for development as Snowcreek VIII (hereafter "Snowcreek VIII" or the "Annexed Area") within the Town of Mammoth Lakes. As a result of that annexation, MCWD will be responsible for providing water and sewer services to the Annexed Area, which includes Tax Rate Areas (TRAs) 010-011, 010-014, and 010-015.

Under California law, where a public agency such as a city, county or special district, annexes territory and, as a result, becomes responsible for the provision of services not previously provided in the area, a process to negotiate a property tax exchange among all affected local agencies is triggered.

The County and MCWD have met to negotiate a property tax exchange and have reached an understanding as to a rate of exchange of property tax increment to be made between the County and MCWD in connection with the annexation of Snowcreek VIII by MCWD. The exchange only applies to the property tax increment – which is the new tax revenue generated as a result of the development.

Additionally, under applicable law, if a special district affected by the annexation and therefore subject to negotiation of a property tax exchange does not adopt a resolution providing for the exchange of property tax revenue, then the board of supervisors of the county shall determine the exchange of property tax revenue for that special district.

Here, the affected special districts include Mammoth Lakes Fire Protection District, Southern Mono Healthcare District, and the Mono County Law Library (the “Special Districts”). None of the Special Districts have adopted a resolution providing for the exchange of property tax revenue with MCWD. Accordingly, the Resolution and Agreement proposed for your consideration today must address the amount of property tax increment to be exchanged by the Special Districts, and provides that no property tax revenue shall be exchanged by the Special Districts.

The Proposed Agreement provides that the County would share property tax increment with MCWD as follows:

TRA 010-011 – Mammoth Community Water District shall receive 12.66% of the County’s share, commencing with the 2023-24 tax year.

TRA 010-014 -- Mammoth Community Water District shall receive 8.29% of the County’s share of any tax increment, commencing with the 2023-24 tax year.

TRA 010-015 -- Mammoth Community Water District shall receive 6.01% of the County’s share of any tax increment, commencing with the 2023-24 tax year.

If you have any questions regarding this item prior to your meeting, please reach out to County Counsel Simon, Finance Director Janet Dutcher, or Retired Annuitant-Special Projects Mary Booher.



R23-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING A PROPERTY TAX SHARING AGREEMENT RELATED TO THE
ANNEXATION OF PROPERTIES PROPOSED FOR DEVELOPMENT AS
“SNOWCREEK VIII” INTO THE MAMMOTH COMMUNITY WATER DISTRICT**

WHEREAS, on June 6, 1978, the voters of the State of California amended the California Constitution by passing Proposition 13, which added Article XIII A, limiting the total amount of ad valorem property taxes which may be levied on property by local taxing agencies within their jurisdiction to one percent (1%) of the property’s full cash value; and

WHEREAS, to implement Proposition 13, the California Legislature added Sections 99 et seq. to the California Revenue and Taxation Code, which require, inter alia, that where a special district requests a jurisdictional change that will result in the district providing services to an area where those services have not previously been provided by any local agency, those local agencies shall commence negotiations to determine the amount of property tax revenue to be exchanged, limited to property tax revenue from the annual tax increment generated in the area subject to the change and attributable to those local agencies; and

WHEREAS, the Water District has undergone jurisdictional changes to annex parcels for the Snowcreek VIII development which was formerly United States Forest Service Land but most recently subdivided by Town of Mammoth Lakes Tract Map 09-002 (“Snowcreek VIII” or the “Territory”) within the Town of Mammoth Lakes, Mono County into the District for the purpose of providing water and sewer services to the Territory; and

WHEREAS, as a result, the County of Mono, the Town of Mammoth Lakes, the Southern Mono Healthcare District, the Mammoth Lakes Fire Protection District, and the Mono County Library Authority (the “Local Agencies”) are subject to the provisions of Sections 99 et seq., which require that an agreement to re-allocate property tax revenues be negotiated and entered into; and

WHEREAS, the Mono County Finance Director/Auditor-Controller provided the Local Agencies with notification that they are subject to a property tax exchange agreement and included the applicable allocation factors; and

WHEREAS, Under Section 99.01, if a special district subject to the negotiation (other than the district which will provide new services to the annexed area) fails to adopt a

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resolution providing for the exchange of property tax revenue, the board of supervisors of the county shall determine the exchange of property tax revenue for that special district.

WHEREAS, none of the special districts subject to the negotiation have adopted a resolution providing for the exchange of property tax revenue and the County has, therefore, negotiated and reached an understanding with the Water District as to a rate of exchange of property tax revenues to be made pursuant to Sections 99 and 99.01 of the California Revenue and Taxation Code on its behalf and on behalf of the special districts;

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that the Property Tax Sharing Agreement Between the County of Mono and the Mammoth Community Water District in connection with the Annexation of Snowcreek VIII, which is attached hereto and incorporated by this reference, is hereby approved and shall be signed by the Chair of the Board.

PASSED, APPROVED and ADOPTED this 5th day of December, 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

**PROPERTY TAX EXCHANGE AGREEMENT BETWEEN THE COUNTY OF MONO AND
THE MAMMOTH COMMUNITY WATER DISTRICT
IN CONNECTION WITH THE WATER DISTRICT'S ANNEXATION OF SNOWCREEK VIII**

This Property Tax Exchange Agreement ("Agreement") is entered into this 5th day of December, 2023, by and between the County of Mono, a political subdivision of the State of California ("County"), and the Mammoth Community Water District, a special district organized under the California Special District Laws ("Water District"). The County and Water District are herein collectively referred to as the "Parties".

RECITALS

- A. On June 6, 1978, the voters of the State of California amended the California Constitution by adding Article XIII A, which limited the total amount of ad valorem property taxes which may be levied on property by local taxing agencies within their jurisdiction to one percent (1%) of the property's full cash value.
- B. Subsequently, the California Legislature added Sections 99 et seq. to the California Revenue and Taxation Code, which require, inter alia, that where a special district requests a jurisdictional change that will result in the district providing services to an area where those services have not previously been provided by any local agency, those local agencies shall commence negotiations to determine the amount of property tax revenue to be exchanged, limited to property tax revenue from the annual tax increment generated in the area subject to the change and attributable to those local agencies.
- C. The Water District has undergone jurisdictional changes to annex parcels for the Snowcreek VIII development which was formerly United States Forest Service Land but most recently subdivided by Town of Mammoth Lakes Tract Map 09-002 (APNs are yet to be finalized) ("Snowcreek VIII" or the "Territory") within the Town of Mammoth Lakes, Mono County and will therefore be responsible for providing water and sewer services to the Territory, which includes Tax Rate Areas (TRAs) 010-011, 010-014, and 010-015. The Territory is further described in Exhibit A attached to and made a part of this Agreement.
- D. The Mono County Finance Director/Auditor provided the Town of Mammoth Lakes, the Mammoth Lakes Fire Protection District, the Mono County Library Authority, and the Southern Mono Healthcare District (together with the County, referred to herein as the "Local Agencies") with notification that they are subject to a property tax exchange related to the annexation. The notification provided the applicable allocation factors.
- E. Under Section 99.01, if a special district involved in the negotiation (other than the district which will provide new services to the annexed area) fails to adopt a resolution providing for the exchange of property tax revenue, the board of supervisors of the county shall determine the exchange of property tax revenue for that special district.
- F. The County and the Water District have negotiated and reached an understanding as to a rate of exchange of property tax revenues to be made between the County and the Water District and among the special districts and the Water District pursuant to Sections 99 and 99.01 of the California Revenue and Taxation Code, and herein describe the circumstances and manner in

which each will share property tax revenues in connection with the annexation of Snowcreek VIII by the Water District.

TERMS

Section 1. Exchange of Tax Revenues. The recitals stated above are hereby incorporated by reference, and the annual tax increment generated in the Snowcreek VIII and attributable to the Local Agencies shall be exchanged as follows:

TRA 010-011 – Mammoth Community Water District shall receive 12.66% of the County’s share and 0.00% of the Local Agencies’ share of any tax increment, commencing with the 2023-24 tax year beginning July 1, 2023.

TRA 010-014 -- Mammoth Community Water District shall receive 8.29% of the County’s share and 0.00% of the Local Agencies’ share of any tax increment, commencing with the 2023-24 tax year.

TRA 010-015 -- Mammoth Community Water District shall receive 6.01% of the County’s share and 0.00% of the Local Agencies’ share of any tax increment, commencing with the 2023-24 tax year.

Section 2. Exchange by County Auditor. The Parties agree that all of the exchanges of property tax revenue required by this Agreement shall be made by the County Auditor.

Section 3. Dispute Resolution. In the event of any dispute arising out of or relating to this Agreement, the Parties shall attempt in good faith to promptly resolve the dispute among them. If the dispute cannot be resolved within 30 calendar days of initiating such negotiations or such other time period as may be agreed to by the Parties in writing, any Party may pursue its available legal and equitable remedies under California Law. Venue shall be in the County of Mono.

Section 4. Modification. The provisions of this Agreement may be modified or amended only by written agreement duly authorized and executed by the Parties.

Section 5. Changes in Law. The Parties understand and agree that this Agreement is based upon existing law, and that such law may be substantially amended in the future. In the event of an amendment of state law which renders this Agreement, or any part of it, invalid or inoperable or which denies any party hereto the full benefit of this Agreement as set forth herein, in whole or in part, then the Local Agencies agree to renegotiate this Agreement in good faith.

Section 6. Applicability of Agreement. This Agreement shall be applicable solely to the Snowcreek VIII annexation and does not constitute either a master tax sharing agreement or an agreement on property tax exchanges which may be required for any other jurisdictional change within the County of Mono.

Section 7. Entire Agreement. With respect to the subject matter hereof, this Agreement supersedes any and all previous negotiations, proposals, commitments, writings and understandings of any nature whatsoever between the Parties, except as provided herein.

Section 8. Notices. All notices, requests, certifications or other correspondence required to be provided by the parties to this Agreement shall be in writing and shall be personally delivered or delivered by first class mail to the Parties at the following addresses:

COUNTY OF MONO
Attn: Finance Director
P.O. Box 556
Bridgeport, CA 93517

MAMMOTH COMMUNITY WATER DISTRICT
Attn: Mark Busby, General Manager
P.O. Box 597
Mammoth Lakes, CA 93546

Section 9. Effective Date. This Agreement shall not become effective unless the ordinance or resolution approving the contract is approved by a two-thirds (2/3) vote of the governing bodies of the Parties.

EXECUTION

IN WITNESS WHEREOF, this Tax Exchange Agreement has been approved by a two-thirds (2/3) vote of the governing bodies of the Parties and is entered into by the Parties as of the date set forth above.

COUNTY OF MONO

Board Chair

Date

APPROVED AS TO FORM

Mono County Counsel

MAMMOTH COMMUNITY WATER DISTRICT

Thomas R. Smith Date
President, Board of Directors

ATTEST:

Mark Busby
General Manager/Secretary

APPROVED AS TO FORM

Water District Counsel

EXHIBIT A

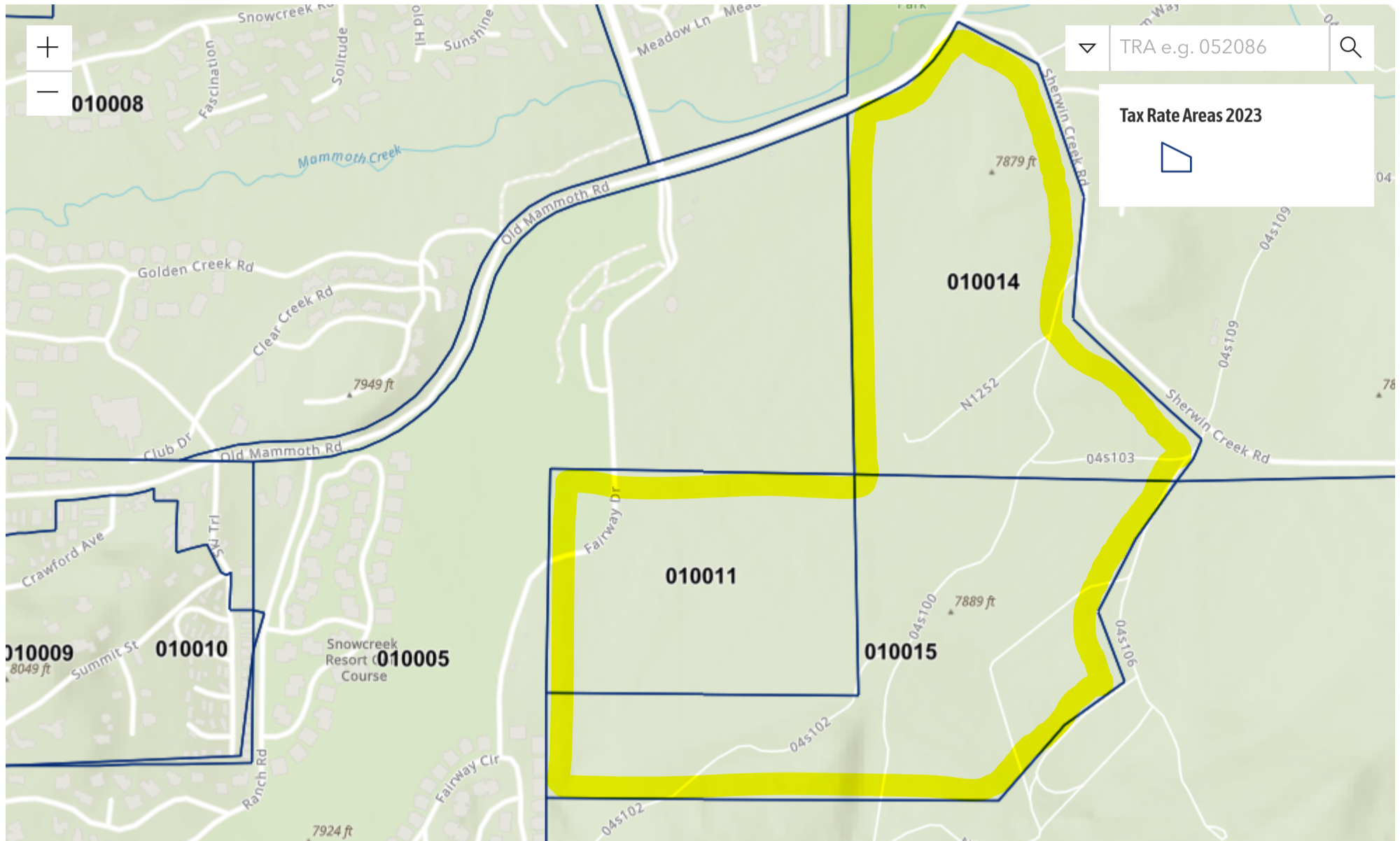
DESCRIPTION OF THE SNOWCREEK VIII ANNEXED TERRITORY

Tax Rate Areas – Mono County 2023

A tax rate area (TRA) is a geographic area within the jurisdiction of a unique combination of cities, schools, and revenue districts that utilize the regular city or county assessment roll, per Government Code 54900. Each TRA is assigned a six-digit numeric identifier, referred to as a TRA number.

The map below depicts the TRA boundaries and TRA numbers for the specified assessment roll year. Zoom in on the map to show a TRA number for an area. Use the map search bar to zoom to a known address or use the TRA number search bar to zoom to a known TRA number (The TRA number must be entered as a 6-digit number with leading zeros as needed). Click on a polygon to open a pop-up box containing the TRA number. The downloadable data includes a copy of this shapefile, a change polygon shapefile, and a data table of TRA numbers with their respective districts.

[Download TRA GIS data](#)



Data updated June 2023

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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 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 RV 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
11/29/2023 2:58 PM	County Counsel	Yes
11/27/2023 4:15 PM	Finance	Yes

Mono County Community Development Department

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

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

Date: December 5, 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.

Mono County Community Development

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(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

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

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.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Finance

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Janet Dutcher, Director of Finance

SUBJECT Chapter 8 Tax Sale

AGENDA DESCRIPTION:

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

Purchase Agreement and Resolution authorizing the purchase and sale of tax defaulted property: 350 Mule Deer Road, Walker CA 93517 (APN 002-370-001-000).

RECOMMENDED ACTION:

1. Adopt Resolution authorizing the Purchase and sale of tax defaulted property and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement for tax defaulted property.

FISCAL IMPACT:

Purchase price \$9,410 plus any other costs of sale as reasonably calculated by the Tax Collector.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Purchase Agreement
Backup Documentation

History

Time	Who	Approval
11/27/2023 2:56 PM	County Counsel	Yes
11/30/2023 11:01 AM	Finance	Yes
11/30/2023 12:17 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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(760) 932-5480
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P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
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Date: November 21, 2023
To: Honorable Board of Supervisors
From: Finance: Janet Dutcher, Gerald Frank

Subject:

Purchase Agreement and Resolution authorizing the purchase and sale of tax defaulted properties.

Discussion:

When secure property taxes become delinquent for five years or more, the Mono County Tax Collector can sell these properties at a public auction as tax defaulted under Chapter 7 of the Revenue and Tax Code (RTC). On August 15, 2023, and under the appropriate RTC provisions, the Board of Supervisors approved Resolution R23-066, authorizing the Tax Collector to conduct a sale of tax-defaulted property, and the list of properties included the following:

APN	Address	Purchase Amount
002-370-001-000	350 Mule Deer Road, Walker CA 93517	\$ 9,400.00
026-293-015-000	15 White Mountain Drive, Bishop CA 93514	\$ 7,050.00

On October 4, 2023, the Mono County Administrative Officer timely notified the Tax Collector of its objection to the Chapter 7 sale of the above two properties at the scheduled public auction accompanied by an application to purchase both properties. This effectively removed both properties from the pending public sale, which began on November 8, 2023, allowing the County to negotiate with the Tax Collector to purchase these properties directly. Subsequently on November 7, 2023 the County withdrew its offer to purchase the property at 15 White Mountain Drive, Bishop CA 93514. (026-293-015-000)

The Tax Collector prepared a purchase agreement, with review and advice from County Counsel, for the negotiated purchase price of \$9,410.45, which is the total amount of unpaid taxes, together with penalties, interest, fees, and document transfer tax. The County intends to use this property for affordable housing, a qualifying public purpose essential for qualifying the purchase under Chapter 8. To effect the purchase, RTC 3795 and RTC 37494.3 require a Board of Supervisors resolution authorizing the purchase along with an executed purchase agreement. This agenda item aims to secure approval of the resolution and the purchase and sale agreement. The final signatory to the transaction is the California State Controller, whose authorization we cannot obtain until after the Board approves the resolution and agreement.



R23-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO AUTHORIZING THE PURCHASE AND SALE OF TAX DEFAULTED PROPERTY LOCATED AT 350 MULE DEER ROAD, COLEVILLE, CA, IN UNINCORPORATED MONO COUNTY; FINDING THAT THE BOARD'S ACTION IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

WHEREAS, that certain property located in unincorporated Mono County commonly known as 350 Mule Deer Road in Coleville, California, having an Assessor's Parcel Number of 002-370-001-000, has been tax defaulted since 2017, and the total amount of unpaid taxes, together with penalties, interest, and fees due therefor, which is the amount required to be paid to redeem said property, is Nine Thousand Four Hundred Dollars and No Cents (\$9,400.00); and

WHEREAS, the property described in the foregoing Recital is referred to herein as the "Property," and the total amount required to redeem the property, inclusive of a document transfer fee in the amount of Ten Dollars and Forty-five Cents (\$10.45) is Nine Thousand Four Hundred Ten Dollars and Forty-five Cents (\$9,410.45) (the "Purchase Amount"); and

WHEREAS, prior to October 4, 2023, the Mono County Tax Collector intended to auction the Property in a tax sale pursuant to Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code, and on October 4, 2023, the County objected to the Chapter 7 sale of the Property and applied instead to purchase the Property pursuant to Chapter 8 of Part 6 of Division 1 of the Revenue and Taxation Code; and

WHEREAS, the County intends to use the Property for low-income affordable housing purposes; and

WHEREAS, consummation of the transactions herein contemplated are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Class 1 - Existing Facilities), 15302 (Class 2 - Replacement or Reconstruction), and 15303 (Class 3 - New Construction or Conversion of Small Structures), in that CEQA does not require a public agency to speculate about the potential indirect environmental effects of a project, and the specific ultimate use of the Property has not yet been determined; such use is expected to involve only the use or rehabilitation of existing facilities and/or the construction or conversion of small structures; and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies;

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO RESOLVES THAT:**

3 **SECTION ONE:** The Board hereby finds that the foregoing recitals are true and
4 correct.

5 **SECTION TWO:** The Board hereby authorizes the Mono County Tax Collector as
6 seller and the Chairperson of the Board of Supervisors on behalf of the County as purchaser, to
7 enter a purchase and sale agreement for a Chapter 8 sale of the Property to the County, subject
8 to approval by the State Controller's Office. The agreement shall require the County to pay the
Purchase Amount and all other costs of sale in consideration of the Property.

9 **SECTION THREE:** The County Administrative Officer or designee shall file a
10 Notice of Exemption in connection with the transactions authorized hereby, and the County
11 Administrative Officer or designee, on behalf of the County as purchaser, and Finance Director,
12 as seller, are hereby authorized to take all such subsequent actions and to execute such other
agreements or instruments as may be necessary or convenient to effectuate the purchase and
sale of the Property, including to execute minor amendments to the purchase and sale
agreement approved as to form by County Counsel.

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

- 15 **AYES:**
16 **NOES:**
17 **ABSENT:**
18 **ABSTAIN:**

19 _____
20 Rhonda Duggan, Chair
21 Mono County Board of Supervisors

22
23 **ATTEST:**

APPROVED AS TO FORM:

24
25 _____
26 Clerk of the Board

27 _____
28 County Counsel

CHAPTER 8 TAX SALE AGREEMENT

This Chapter 8 Tax Sale Agreement (this "Agreement") is entered as of _____, 2023 (the "Execution Date") between the County of Mono, a political subdivision of the State of California ("Purchaser") and the Mono County Treasurer-Tax Collector, a public official ("Seller"), with respect to the following facts:

- A. That certain property (the "Property") located in unincorporated Mono County commonly known as 350 Mule Deer Road in Coleville, California, having an Assessor's Parcel Number of 002-370-001-000, and more particularly described in **Exhibit 1** hereto, has been tax defaulted since 2017. The total amount of unpaid taxes, together with penalties, interest, and fees due therefor, is Nine Thousand Four Hundred Dollars and No Cents (\$9,400.00). This amount, plus document transfer tax of Ten Dollars and Forty-five Cents, for a total amount of Nine Thousand Four Hundred Ten Dollars and Forty-five Cents (\$9,410.45) is referred to herein as the "Purchase Price."
- B. Prior to October 4, 2023, Seller intended to auction the Property in a tax sale pursuant to Chapter 7 of Part 6 of Division 1 of the Revenue and Taxation Code. On October 4, 2023, Purchaser objected to the Chapter 7 sale of the Property and applied instead to purchase the Property pursuant to Chapter 8 of Part 6 of Division 1 of the Revenue and Taxation Code.
- C. Of even date herewith, Purchaser's Board of Supervisors has adopted a resolution authorizing the purchase of the Property by Purchaser and the sale thereof by Seller, in consideration of the payment by Purchaser of the Purchase Price, as further set forth herein. Said purchase shall be contingent upon approval by the State Controller. Purchaser intends to use the Property for low-income affordable housing purposes.
- D. The consummation of the transactions herein contemplated are exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption), 15301 (Existing Facilities), 15302 (Replacement or Reconstruction), and 15303 (New Construction or Conversion of Small Structures). CEQA does not require a public agency to speculate about the potential indirect environmental effects of a project, and the specific ultimate use of the Property has not yet been determined by Purchaser. Such use is expected to involve only the use or rehabilitation of existing facilities and/or the construction or conversion of small structures, and none of the circumstances stated in CEQA Guidelines Section 15300.2 applies.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The foregoing recitals are true and correct and are incorporated herein by this reference.
2. Following approval of this Agreement by the State Controller, notice of this agreement, which shall contain the information set forth in Revenue and Taxation Code Section 3797, shall be mailed as set forth in Revenue and Taxation Code Section 3799. Not sooner than twenty-five (25) days after such mailing, but not later than thirty-nine (39) days after such mailing, the notice shall be published or posted pursuant to Revenue and Taxation Code Section 3798. The cost of such mailing and publication shall be paid by Purchaser, and an affidavit shall be provided to Seller as proof of mailing and publication or posting, as required by Revenue and Taxation Code Section 3801. At 5:01 p.m. on the first business day that is at least the twenty-first (21st) day after publication or posting (the "Effective Date"), this Agreement shall become effective.
3. Prior to the Effective Date, Purchaser shall pay to Seller the Purchase Price plus any other costs of sale as reasonably calculated by Seller. Purchaser shall also be responsible for payment in full of the Fiscal Year 2023-2024 property taxes for the Property due and owing through the Effective Date. On the first business day following the Effective Date, Seller shall execute and record deeds to the Property naming Purchaser as the grantee thereof.
4. Purchaser agrees and understands that it is taking the Property **AS-IS, WITH ALL FAULTS**, and that **SELLER MAKES NO REPRESENTATION OR WARRANTY ABOUT THE PROPERTY OF ANY KIND OR NATURE WHATSOEVER**. In particular, and without limiting the generality of the foregoing, Seller does not warrant title to the Property or make any representations concerning the title. Additionally, Seller makes no representation concerning the physical condition of the Property and Purchaser acknowledges that it is not relying upon any statements or representations of Seller concerning the Property. Purchaser, and not Seller, shall be solely responsible for removal of any liens or adverse claims against the Property of any kind or nature whatsoever. Purchaser is also solely responsible for verifying the legal descriptions of the Property attached hereto and for ascertaining any and all conditions of title and physical conditions of the Property.

5. The Property may contain hazardous wastes, toxic substances, or other substances regulated by federal, state, and local agencies. **SELLER IN NO WAY WHATSOEVER ASSUMES ANY RESPONSIBILITY, IMPLIED OR OTHERWISE, AND MAKES NO REPRESENTATIONS THAT THE PROPERTY COMPLIES WITH FEDERAL, STATE, OR LOCAL LAWS GOVERNING SUCH SUBSTANCES.** Seller in no way assumes any responsibility, implied or otherwise, for any costs or liability of any kind imposed upon or voluntarily assumed by Purchaser or any other owner to remediate, clean up, or otherwise bring into compliance according to federal, state, or local environmental laws the Property purchased.
6. Seller and Purchaser agree that under 42 U.S.C. § 9601(20)(D), the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) expressly excludes local and state governments from clean up liability for properties they acquire as a result of tax delinquencies. Notwithstanding this provision, Purchaser shall defend, indemnify, and hold harmless Seller, its officers, employees, agents, and assigns, from and against any and all claims, actions, liabilities, losses, damages, penalties, liens, fines, and costs , including reasonable attorneys' fees and costs, of any kind or nature whatsoever, arising out of or resulting from the performance of this Agreement, regardless of whether caused in part by a party indemnified hereunder, including but not limited to allegations that Seller and/or Seller's officers, employees, agents, or assigns are liable for costs or other charges related to the remediation, clean up, or other work necessary to bring the Property into compliance with federal, state, or local environmental laws.
7. Releases of liability, indemnification and defense obligations, and disclaimer of any warranty set forth in this Agreement shall be construed as broadly as possible under applicable law, it being agreed and understood that Seller has acquired an interest in the Property merely as a public officer with a ministerial obligation to collect taxes due and owing on the Property, and not as an investor, speculator, or similarly interested party. Insofar as this Agreement contains releases of liability by Seller, Purchaser expressly and voluntarily waives and disclaims the provisions of Civil Code Section 1542, which states that:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN

**BY HIM OR HER, WOULD HAVE MATERIALLY
AFFECTED HIS OR HER SETTLEMENT WITH THE
DEBTOR OR RELEASED PARTY.**

Purchaser's Initials _____

8. If the Property is redeemed prior to the Effective Date, then this Agreement shall be null and void.
9. This Agreement shall become null and void, and the right of redemption shall be restored, if Purchaser fails to consummate the transactions contemplated hereby prior to the Effective Date. Purchaser shall, nonetheless, remain liable for payment of all costs of sale reasonably calculated by Seller.
10. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof.
11. There are no third-party intended beneficiaries of this Agreement.
12. This Agreement shall be construed according to California law, notwithstanding conflicts of law principles. Venue for any dispute arising from this Agreement shall be proper in Mono County, notwithstanding Code of Civil Procedure Section 394, or any other law.
13. This Agreement shall not be construed against either party, except that any disclaimer of warranty, provision for indemnification or defense, and release of liability contained herein shall be construed broadly, as set forth in Section 7, above.
14. No provision of this Agreement shall be amended except in a writing signed by both parties. No provision of this Agreement may be waived except in writing, notwithstanding the passage of time, and no waiver shall be deemed a continuing waiver. This Agreement is not subject to assignment by either party.
15. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile of this Agreement shall be treated as an original. The signatories of this Agreement represent and warrant their authority to bind their respective parties.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the Execution Date.

PURCHASER

SELLER

COUNTY OF MONO, a political subdivision of the State of California

Janet Dutcher, Treasurer-Tax Collector

By: _____
Rhonda Duggan, Chairperson

ATTEST

Clerk of the Board

APPROVED AS TO FORM

County Counsel

Pursuant to the provisions of Revenue and Taxation Code section 3775, the Controller agrees to the selling price hereinbefore set forth and, pursuant to the provisions of section 3795, approves the foregoing agreement this this __ day of _____, 2023, is approved.

MALIA M. COHEN, CALIFORNIA STATE CONTROLLER

By: _____

Exhibit 1
Legal Description of 350 Mule Deer Road

All that certain piece or parcel of land situate, lying and being in a portion of the Northeast quarter of the Northwest quarter of Section 29, Township 8 North, Range 23 East, M. D. B. M., in Antelope Valley, Mono County, California, described as follows: Beginning at a point at the Northwest corner of a parcel of land described in Deed to Eugene D. Vaughan, et ux, recorded January 6, 1956 in Book 34 Page 417 Official Records, on the fence line and Southerly line of the Highway (U.S. 395) 80 feet wide, as described in Deed to State of California, recorded in Book 6 Page 475 Official Records, said point being described as bearing South 66° 27' 40" West, a distance of 889.80 feet from the quarter corner common to Sections 20 and 29, Township 8 North, Range 23 East, thence South 65° 03' East, along the fence line and Southerly line of the Highway, a distance of 104.40 feet to a point at the Northeasterly corner of the parcel described in Deed recorded in Book 34 Page 417 Official Records; and the True Point of Beginning of the parcel herein described; thence South 24° 30' West, a distance of 417.40 feet, more or less, to the Southeasterly corner of the parcel of land deeded to Eugene D. Vaughan, et ux, recorded January 6, 1956 in Book 34 Page 417 Official Records; thence North 65° 30' West, a distance of 104.40 feet, more or less, to a point at the Southwesterly corner of the said parcel described in deed recorded in Book 34 Page 417 Official Records; thence South 23° 27' West, 284.06 feet to the Northerly line of Mule Deer Road; and the Southwest corner of the parcel herein described; thence South 62° 35' East, 307.88 feet to the Southwest corner of the parcel described in deed to Eugene H. Black, et ux, in Deed recorded July 20, 1901, in Book 51 Page 366, Official Records; thence North 23° 27' East, 722.74 feet to the Northwest corner of the parcel described in Deed to Eugene H. Black, et ux, recorded in Book 51 Page 366, Official Records; thence North 66° 35' West, 202.89 feet to the True Point of Beginning.

RECEIVED

OCT 04 2023

TAX COLLECTOR



Law Office of Erik Ramakrishnan

Erik Ramakrishnan, Esq.

P.O. Box 751

Alburgh, VT 05440

ph. (802) 372-1082

(Licensed In Vermont, California, and Ontario)

October 4, 2023

VIA Electronic Mail

Gerald Frank, Tax Collector

County of Mono

25 Bryant Street

P.O. Box 495

Bridgeport, CA 93517

gfrank@mono.ca.gov

Re: Objection to Tax Sale for properties located at
35 Mule Deer Road in Coleville (APN 002-370-001-000) &
15 White Mountain Drive in Chalfant (APN 026-293-015-000)

Dear Mr. Frank:

I have been authorized by the Mono County Counsel, in turn acting at the direction of the Board of Supervisors, to object to the sale of the above referenced two (2) parcels as part of the County's November 2023 tax sale auction. Please accept this letter as the County's formal objection to the tax sale auction of those parcels, pursuant to Revenue and Taxation Code Section 3695.4. Please also find with the email transmitting this letter the County's application to purchase those parcels in a Chapter 8 tax sale.

Very truly yours,

/s/ Erik Ramakrishnan

ERIK RAMAKRISHNAN

erik@ramakrishnanlaw.com

RECEIVED

OCT 04 2023

TAX COLLECTOR

Chapter 8 Tax Sale Application

This application must be completed by an eligible purchasing entity to commence purchase of tax defaulted property by agreement sale from the county under applicable provisions of the California Revenue and Taxation Code. Complete the following sections and supply supporting documentation accordingly. Prior to purchase approval the county may require the applicant submit additional information or documentation. **Completion of this application does not guarantee purchase approval.**

For county use only:

- 1. Date application received: Oct. 4, 2023
- 2. If applicable, date written objection to Chapter 7 tax sale was received: Oct. 4, 2023

Applicant must complete Sections A through D.

A. Purchaser Information

- 1. Name of Organization: _____ County of Mono _____
- 2. Corporate Structure:
 - Nonprofit Organization
 - Public Agency (please select type of public agency)
 - A taxing agency, revenue district, or special district
 - The State or County

B. Property Status and Use Information

- 1. Is the parcel currently (at the time of application) approved for a Chapter 7 tax sale?
 - Yes
 - No

If yes, a written objection must be included with the application. If a written objection was submitted to the county prior to application, what is the date of the objection? (Oct. 4, 2023)
- 2. The purpose of the purchase: (check one box only)
 - For low income housing
 - To otherwise serve low income persons
 - To preserve open space
 - To preserve a lien
 - For public purpose: (describe public purpose) *low income housing for rent & purchase*

C. Property Information

Provide the following information. (If more space is needed exhibits may be attached)

- 1. County where the parcel(s) is located: (MONO)
- 2. Assessor's Parcel Number (APN): (list all APNs applying to purchase): 002-370-001-000 and 026-293-015-000

D. Acknowledgement

Identification and signature of the purchasing entity's authorized officer:

_____ Sandra Moberly Print Name	_____ CAO Print Title
_____ <i>Sandra Moberly</i> Authorized Signature	_____ October 4, 2023 Date



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: County Counsel

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Chris Beck, Assistant County Counsel

SUBJECT Purchase of Property Located at 34
Kirkwood, Bridgeport, CA

AGENDA DESCRIPTION:

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

Proposed agreement and resolution authorizing the purchase of the property located at 34 Kirkwood Street, Bridgeport, CA 93546.

RECOMMENDED ACTION:

1. Adopt proposed resolution and finding that the purchase is exempt from the California Environmental Quality Act pursuant to CEQA Guidelines Sections 15061(b)(3) (Common Sense Exemption) and CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures). 2. Approve Purchase Agreement.

FISCAL IMPACT:

Purchase price of \$45,000, with funds available in the Affordable Housing fund.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: 760-924-1706 / cbeck@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Purchase Agreement
<input type="checkbox"/> NOE

History

Time	Who	Approval
11/27/2023 2:56 PM	County Counsel	Yes
11/27/2023 5:00 PM	Finance	Yes
11/28/2023 9:49 AM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher Beck

Deputy County Counsel
Emily R. Fox
Jeffrey Hughes

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Christopher Beck, Assistant County Counsel

Date: December 5, 2023

Re: Resolution and Purchase Agreement 34 Kirkwood Street, Bridgeport, CA

Strategic Plan Focus Area(s) Met

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

Discussion

Mono County has worked diligently to increase housing supply within the County. To do so, the County has taken multiple measures to address housing issues, and identify future sites, projects and/or developments. In performing said activities, staff has identified a property located at 34 Kirkwood, Bridgeport, CA that could be used to address housing concerns. The property is presently undeveloped.

Upon negotiations, by and between Mono County and the owner of the property, the parties have agreed to a purchase price of \$45,000. Before the Board today is a resolution authorizing the purchase of the property.

If you have any questions on this matter prior to your meeting, please call me at 924-1706 or email me at cbeck@mono.ca.gov.



R23-__

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO AUTHORIZING THE PURCHASE OF REAL PROPERTY AT 34 KIRKWOOD STREET, BRIDGEPORT, CALIFORNIA; FINDING THAT THE SALE IS EXEMPT FROM REVIEW UNDER THE CALIFORNIA ENVIRONMENTAL QUALITY ACT; AND TAKING RELATED ACTIONS

WHEREAS, the County desires to purchase that certain real property located at 34 Kirkwood Street in Bridgeport, having an APN of 008-093-025-000 (the "Property"), which the County intends to use for affordable housing purposes; and

WHEREAS, the Property's current owner has agreed to sell the Property to the County for Forty-five Thousand Dollars and No Cents (\$45,000.00), and the parties have negotiated a purchase and sale agreement (the "PSA") for the purchase of the Property by the County; and

WHEREAS, the purchase of the Property is exempt from review under the California Environmental Quality Act ("CEQA") pursuant to CEQA Guidelines Section 15061(b)(3) (Common Sense Exemption) in that the ultimate precise use of the site by the County is yet to be determined, and CEQA does not require a public agency to speculate regarding potential significant environmental effects; and

WHEREAS, in view of the Property's size, any ultimate project is likely to be exempt from review under CEQA pursuant to CEQA Guidelines Section 15303 (New Construction or Conversion of Small Structures), and the Board of Supervisors is not aware of any circumstance under CEQA Guidelines Section 15300.2 that would apply; and

WHEREAS, the Board of Supervisors hereby finds that the purchase of the Property is in the public interest, and that the terms and conditions of the PSA are reasonable and fair;

WHEREAS, the site has a General Plan Land Use Designation of Commercial (C), which allows for housing production when found compatible with intent, and the County has General Plan Land Use Element and Housing Element policies that encourage the development of affordable housing, including Countywide Land Use Element Policy 1.D.2 ("Provide for affordable housing");

1 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
2 **MONO RESOLVES THAT:**

3 **SECTION ONE:** The foregoing recitals are true and correct.

4 **SECTION TWO:** The Chairperson of the Board is hereby authorized to execute the
5 PSA on behalf of the County, and the County Administrative Officer is authorized to execute on
6 behalf of the County any other documents reasonably required to close the purchase of the
7 property, subject to County Counsel review and approval as to form. The County
8 Administrative Officer is also authorized to approve minor amendments to the PSA, as set forth
9 in Section 20 of the PSA, and to do any and all other things reasonably necessary or convenient
10 to the accomplishment of any and all of the transactions contemplated hereby.

11 **SECTION THREE:** The Board, acting as the Planning Agency for the County
12 pursuant to Government Code Sections 65402 and 65100, finds that the purchase of the
13 Property is consistent with the County's General Plan.

14 **SECTION FOUR:** As of the date of this resolution, Sandra Moberly is the County
15 Administrative Officer. For purposes of establishing the authority of the County Administrative
16 Officer pursuant to this resolution, the County Counsel's verification of the present incumbent
17 on behalf of the Board shall be deemed conclusive and may be relied upon by third parties.

18 **PASSED, APPROVED and ADOPTED** this __ day of __, 2023, to wit:

- 19 **AYES:**
20 **NOES:**
21 **ABSENT:**
22 **ABSTAIN:**

23
24 _____
25 Rhonda Duggan, Chair
26 Mono County Board of Supervisors

27 **ATTEST:**

28 **APPROVED AS TO FORM:**

29 _____
30 Clerk of the Board

31 _____
32 County Counsel

JOINT ESCROW INSTRUCTIONS & PURCHASE AND SALE AGREEMENT

These Joint Escrow Instructions & Purchase and Sale Agreement (this "Agreement") is entered as of _____, 2023 (the "Effective Date") between the County of Mono, a political subdivision of the State of California ("Buyer") and Brianna R. Brown, an individual ("Seller"), each a "Party" and collectively the "Parties," with respect to the following facts:

- A. Seller owns that certain real property more particularly described in **Exhibit A** hereto, and commonly known as 34 Kirkwood Street, Bridgeport, California, having an Assessor's Parcel Number of 008-093-025-000 (the "Property").
- B. Seller desires to sell the Property to Buyer for Forty-five Thousand Dollars and No Cents (\$45,000.00), said amount being referred to herein as the "Purchase Price," on terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Recitals. The foregoing recitals are true and correct and are incorporated herein by reference.
2. Purchase and Sale.
 - a. Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, the Property on the terms and conditions set forth herein.
 - b. Seller will convey the Property to Buyer by grant deed subject to the terms and conditions of this Agreement.
3. Purchase Price. Subject to satisfaction or waiver of the conditions precedent specified in Section 5 of this Agreement, and subject to the removal of contingencies specified in Section 4 of this Agreement, Seller agrees to sell to Buyer and Buyer agrees to buy from Seller the Property for the Purchase Price. Within two (2) business days of opening escrow, Two Thousand Dollars and No Cents (\$2,000.00) of the Purchase Price shall be paid into escrow as a deposit (the "Deposit"), which shall be nonrefundable except as otherwise set forth herein. The balance of the Purchase Price shall be paid by Buyer into escrow prior to the Close of Escrow (defined below) and shall be fully refundable until the transactions herein contemplated are completed.

4. Buyer's Diligence.

- a. Property Documents & Disclosures. Within ten (10) days after the Effective Date, Seller shall deliver to Buyer, at Seller's sole cost and expense, for review and copying by Buyer any contracts, financial reports, building plans, surveys, or inspection reports pertinent to the Property in Seller's possession, excluding any document that is subject to the attorney-client privilege or is otherwise confidential pursuant to applicable law. Except for any delay causing prejudice to Buyer, Buyer's sole remedy for any delay by Seller in producing such documents shall be an automatic extension of the contingency period set forth in subsection (d) of this Section by one day for each day of Seller's delay. Together with the property documents, Seller shall provide any written disclosure required by law as well as written disclosure of any condition of the Property or other circumstance actually known to Seller, without duty of investigation, that a reasonable buyer would consider material.
- b. Investigations. For thirty (30) days from the Effective Date, Buyer shall be entitled to make all reasonable inspections, investigations, studies, and tests of the Property ("Investigations") that Buyer deems appropriate; provided, however, that Buyer shall repair any damage caused to the Property by Buyer's Investigations, and shall hold harmless, indemnify, and defend Seller from any claims, losses, costs, damages, or expenses arising from Buyer's Investigations, including as a result of the activities of Buyer's agents, employees, and independent contractors.
- c. Buyer's Title Review. Within five (5) days after the Effective Date, Seller shall request a preliminary title report (the "Title Report") for the Property to be prepared by the Escrow Holder (defined below) and delivered to Buyer, together with copies of all recorded documents shown as exceptions therein. Within ten (10) days of receiving the Title Report, Buyer shall notify Seller of any exceptions to title that are unacceptable to Buyer. Buyer's failure to provide such notice within ten (10) days shall be deemed to constitute Buyer's acceptance of the condition of title. Seller shall have ten (10) days from receipt of Buyer's objections to notify Buyer whether Seller will remove the exceptions objected to by Buyer from title prior to Close of Escrow. Seller's failure to provide such notice within ten (10) days shall be deemed an election not to remove the exceptions identified by Buyer. After receiving Seller's response, or, if Seller fails to respond, after the expiration of Seller's time to respond, Buyer shall have five (5) days to determine whether to proceed with the purchase of the Property or to terminate this Agreement.

- d. Contingency Period. Buyer, in Buyer's sole and absolute discretion, shall approve or disapprove the condition of the Property, within thirty (30) days of the Effective Date. Buyer's failure to deliver notice that it approves the condition of the Property prior to the expiration of said contingency period shall be deemed disapproval.
 - e. Disapproval. If Buyer rejects the condition of title pursuant to paragraph (c) above or any condition of the Property pursuant to paragraph (d) above, then this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.
5. Conditions to Closing. This Section sets forth conditions precedent to the Close of Escrow. If any of the following conditions is not satisfied as of the date set for the Close of Escrow, then the Deposit shall be refunded to Buyer, this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, and the Parties shall share equally the cancellation charges of the Escrow Holder:
- a. Buyer's approval of the condition of title and of the Property, as set forth in Section 4.
 - b. Buyer's ability to obtain a policy of title insurance acceptable to Buyer.
 - c. Confirmation in writing that the Parties' respective representations and warranties are still true as of the Close of Escrow.
 - d. Deposit of the Purchase Price into Escrow by Buyer; provided that Buyer shall not be entitled to a refund of the Deposit if escrow fails to close solely because of Buyer's failure to satisfy this condition precedent.
6. Maintenance & Management of the Property. Seller agrees to maintain the Property from the Effective Date to the Close of Escrow in substantially the same order and condition as of the Effective Date, except for any actions taken by Seller to prudently manage the Property, to comply with applicable law, and as otherwise provided in this Agreement.
7. Representations & Warranties; Disclaimers.
- a. Seller's Representations & Warranties. Seller makes the following representations and warranties: (1) no later than the Close of Escrow, Seller will have the power to sell, transfer and convey all right, title and interest in

and to the Property; (2) Seller is not a "foreign person" as defined in Section 1445 of the United States Internal Revenue Code; (3) Seller has not entered into and will not enter into any lease agreement or contract, and has not executed and will not execute any grant deed or other conveyance, with respect to the use or ownership of the Property; (4) Seller is the sole fee title owner of the Property, and to the best of Seller's knowledge, there are no beneficial interests in the Property not of record; (5) the signatory of this Agreement on behalf of Seller has authority to bind Seller; (6) Seller is neither bankrupt nor insolvent; (7) no litigation is pending against the Property (or against Seller that would interfere with Seller's ability to comply with this Agreement) unless already disclosed, and to Seller's actual knowledge none has been threatened; and (8) To Seller's actual knowledge, the Property does not contain any hazardous materials, except as previously disclosed to Buyer or as set forth in the property documents to be provided pursuant to Section 4(a).

- b. Buyer's Representations & Warranties. Buyer makes the following representations and warranties: (1) Buyer is a political subdivision of the State of California, duly formed and validly existing; (2) Buyer is not a party to an agreement that is in conflict with its obligations under this Agreement; and (3) the signatory of this Agreement on behalf of Buyer is duly authorized to execute this Agreement, and no consent of any other person or party is required in connection with this Agreement that has not already been obtained.

- c. Environmental Terms & Conditions. Seller acknowledges that, to the best of its knowledge and unless otherwise disclosed pursuant to Section 4(a), as of the Effective Date no legal, administrative, arbitral, or other proceedings, claims, actions, causes of action or notices with respect to any environmental, health or safety matters or any private or governmental environmental, health or safety investigations or remediation activities of any nature exist regarding the Property which would impose, or that are reasonably likely to result in, any duty, liability or obligation, including any local, state or federal environmental, health or safety statute, regulation or ordinance, or any other requirement of any governmental entity, including the Comprehensive Environmental Response, Compensation and Liability Act of 1980 (CERCLA), as amended, and any similar state statute or regulation. Seller acknowledges that, to the best knowledge of Seller, Seller is not subject to any agreement, order, judgment, decree, letter, or memorandum by or with any governmental entity or third party imposing any liability or obligation with respect to any of the foregoing. Seller shall

disclose all known conditions on or relating to the Property, which may result in any of the aforementioned situations.

- d. Disclaimers. THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN SHALL BE MADE IN AN "AS IS", "WHERE IS" CONDITION WITH ALL FAULTS, and Buyer hereby releases Seller for liability of any kind or nature relating to the Property except for breach of this Agreement, the failure of any of Seller's representations and warranties to be true, or any fraudulent misrepresentation or concealment of Seller or Seller's agents.

8. Escrow.

- a. The Parties shall open an escrow with Inyo-Mono Title Insurance Company ("Escrow Holder") for closing the purchase and sale of the Property. A fully executed copy of this Agreement shall be deposited with the Escrow Holder for purposes of opening the escrow and providing instructions to the Escrow Holder. For those matters not specifically addressed herein, Escrow Holder's standard escrow instructions shall be applicable unless modified by mutual agreement of the Parties. Where there is a conflict between the provisions of this Agreement and the provisions of Escrow Holder's standard escrow instructions, the provisions of this Agreement shall control. Either Party may submit additional escrow instructions not in conflict with this Agreement.
- b. Close of escrow shall occur sixty (60) calendar days from the Effective Date of this Agreement unless both Parties agree otherwise in writing, and provided that all of the conditions of closing set forth in Section 5 have been satisfied or waived, and subject to the removal of contingencies specified in Section 4 of this Agreement ("Close of Escrow").
- c. At the time that escrow is opened, the Parties shall request from the Escrow Holder a natural hazards disclosure report to be considered by Buyer as part of its Investigations. If delivery of the report is unreasonably delayed, then the Parties shall discuss and agree to a reasonable extension of deadlines provided for under this Agreement.

9. Possession; Risk of Loss. Seller shall have exclusive possession of the Property and risk of loss following the Effective Date until Close of Escrow. Notwithstanding the foregoing:

- a. In case eminent domain proceedings are initiated against all or a portion of the Property prior to Close of Escrow, Buyer shall have the option to complete the sale and retain any proceeds of the eminent domain

proceedings or to cancel the sale, whereupon this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.

- b. In case of full or partial casualty loss prior to Close of Escrow, Buyer shall have the option to complete the sale and retain any insurance proceeds or to cancel the sale, whereupon this Agreement shall terminate and be of no further force or effect except as to provisions that expressly survive the termination hereof, the Deposit shall be refunded to Buyer, and the Parties shall share equally the cancellation charges of the Escrow Holder.
10. Title. Seller shall convey to Buyer fee simple title free and clear of all monetary liens or encumbrances, including deeds of trust, except: (1) the lien for nondelinquent real property taxes; (2) the exceptions set forth in the Title Report, exclusive of any exceptions that Seller may agree to remove, as set forth in Section 4, above; (3) the standard printed exceptions or exclusions on the form of title insurance policy issued pursuant to Section 11; and (4) any other matters approved by Buyer, provided however that no such other Title shall be conveyed by grant deed in a form approved by both Parties subject to their reasonable discretion.
11. Title Insurance. Buyer shall obtain a policy of title insurance for the Property. Seller shall pay the cost of such policy of insurance up to the cost of a standard CLTA policy of title insurance. If Buyer chooses to purchase an ALTA policy of insurance or any nonstandard endorsements, Buyer shall pay the cost of such insurance in excess of the cost of a standard CLTA policy of insurance.
12. Costs & Expenses; Brokerage or Similar Fees. Except as otherwise expressly set forth herein, the Parties shall equally share all costs, expenses, and charges required for escrow and closing of this transaction. Notwithstanding the foregoing, any brokerage or finder's fee or commission or similar charge due to any person in connection with this Agreement and the transactions contemplated hereby will be paid in escrow out of the Purchase Price; provided that Buyer hereby represents that it has not used a real estate agent or broker in connection with this Agreement and shall hold Seller harmless for payment of fees in case of any breach of such representation.
13. Public Information. It is agreed and understood that Buyer is a California public agency subject to the California Public Records Act and other laws guaranteeing the public access to records and information. As such, Buyer cannot and does not guaranty that any of the facts, circumstances, and

records relating to this Agreement and the transactions contemplated will be kept confidential.

14. Time. Time is of the essence of this Agreement. If any event described in this Agreement shall fall on a Saturday, Sunday, or public holiday on which the Mono County Recorder's Office is closed, then the time for performance shall fall on the next date that is not a Saturday, Sunday, or public holiday on which the Mono County Recorder's Office is closed. Any Agreement for a minor extension of time may be made by informal writing between the Parties and shall not require a formal amendment hereto. An extension of time shall conclusively be deemed minor if for a period of less than five (5) business days and if neither Party demands additional consideration in exchange for the extension.
15. Assignment; Amendment; Waiver. This Agreement shall not be assigned by either Party without the other Party's express written consent; provided, however, that this Agreement shall be binding upon each Party's successors and assigns. This Agreement may not be amended except in a writing signed by both Parties. No provision of this Agreement may be waived except in writing, notwithstanding the passage of time, and no waiver shall be treated as a continuing waiver of the same or any other provision of this Agreement.
16. Integration; Interpretation; Venue. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, agreements, or understandings between them, whether written or oral. There are no third-party intended beneficiaries of this Agreement. This Agreement shall not be construed against its drafter. This Agreement shall be construed according to California law, notwithstanding conflicts of law principles, and venue for any dispute arising from this Agreement shall be proper in Mono County, California, notwithstanding Code of Civil Procedure Section 394, or any other law.
17. Reformation. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then the court is authorized and instructed to modify the same to effectuate the original intent of the Parties as closely as possible.
18. Attorneys' Fees. Each Party shall bear its own attorneys' fees and costs in connection with the negotiation, execution, or performance of this Agreement, but in case of any dispute arising out of this Agreement, the prevailing party shall be entitled to its attorneys' fees and costs of suit pursuant to Civil Code Section 1717.

19. Notice. Any notice required under this Agreement shall be delivered in writing as follows:

To Buyer: Sandra Moberly, County Administrative Officer
1290 Tavern Road
PO Box 2415
Mammoth Lakes, CA 93546
smoberly@mono.ca.gov

With a Copy to: Erik Ramakrishnan
PO Box 751
Alburgh, VT 05440
erik@ramakrishnanlaw.com

To Seller: Brianna R. Brown
78 Kirkwood Street
P.O. Box 324
Bridgeport CA 93517

Notice may be given by personal delivery, first-class mail postage prepaid, or electronic mail. Notice by personal delivery or electronic mail shall be deemed given upon receipt; provided that notice by electronic mail shall not be deemed given if the sender receives a message or similar confirmation that transmission was incomplete. Notice by U.S. mail shall be deemed given three (3) days after deposit in the mail.

20. Execution. This Agreement may be executed in counterparts, each of which shall be deemed an original. This Agreement may be executed electronically, and an electronic copy or other facsimile shall be treated as an original. By approving this Agreement, the Board of Supervisors hereby authorizes the County Administrative Officer to approve and execute any reasonable amendment to this Agreement approved as to form by County Counsel.

[Signatures on Following Page]

IN WITNESS WHEREOF, this Agreement has been executed as of the Effective Date.

BUYER

SELLER

COUNTY OF MONO, a political
subdivision of the State of California

BRIANNA R. BROWN

By: _____
Rhonda Duggan, Chair
Board of Supervisors

ATTEST

Clerk of the Board

APPROVED AS TO FORM

County Counsel

ACCEPTED BY TITLE COMPANY,
Inyo-Mono Title Company

By: _____

EXHIBIT "A"

Legal Description

THAT REAL PROPERTY IN THE TOWNSHIP OF BRIDGEPORT, COUNTY OF MONO, STATE OF CALIFORNIA AND BOUNDED AND DESCRIBED AS FOLLOWS:

COMMENCING AT A POINT DESIGNATED BY A CEMENT MONUMENT WHICH IS SET IN THE GROUND AND INSCRIBED WITH A LETTER "C", WHICH MONUMENT IS LOCATED ON THE NORTHEAST CORNER OF THE INTERSECTION OF THE CALIFORNIA STATE HIGHWAY ON MAIN STREET AND KIRK WOOD STREETS IN THE TOWN OF BRIDGEPORT, COUNTY OF MONO, STATE OF CALIFORNIA, SAID MONUMENT BEING THE MOST SOUTHERLY MONUMENT OF THE TWO CEMENT MONUMENTS WHICH ARE SET IN THE GROUND ON THE NORTHEAST CORNER OF THE INTERSECTION DESCRIBED ABOVE.

THENCE ONE HUNDRED NINETY ONE FEET AND TEN INCHES (191 FT. 10 IN.) IN A NORTHERLY DIRECTION ALONG THE EAST LINE OF THE AFORESAID KIRKWOOD STREET TO THE SOUTHWEST CORNER OF THE PROPERTY DESCRIBED IN A DEED TO THOMAS L. MILLER AND MARGARET M. MILLER, RECORDED JUNE 20, 1969, IN BOOK 103, PAGE 220, OF OFFICIAL RECORDS; THENCE EASTERLY ONE HUNDRED AND ELEVEN FEET (111 FT.) TO A POINT ON THE NORTH LINE OF THE PROPERTY DESCRIBED IN A DEED TO ALICE M. DOLAN, RECORDED AUGUST 5, 1944, IN BOOK 19, PAGE 492 OF OFFICIAL RECORDS; THENCE IN A SOUTHEASTERLY DIRECTION TO A POINT ON THE NORTHERN BOUNDARY LINE OF THE AFORESAID CALIFORNIA STATE HIGHWAY, WHICH POINT IS ONE HUNDRED FORTY THREE FEET AND SIX INCHES (143 FT. 6 IN.) DISTANT ALONG THE SAID NORTHERN BOUNDARY LINE OF THE SAID CALIFORNIA STATE HIGHWAY FROM THE POINT OF BEGINNING; THENCE IN A WESTERLY DIRECTION ALONG THE NORTHERN BOUNDARY LINE OF THE SAID CALIFORNIA STATE HIGHWAY TO THE POINT OF BEGINNING; EXCEPTING THAT PROPERTY DESCRIBED IN A DEED TO JOHN VAN DYCK, ET UX RECORDED ON AUGUST 21, 1946, IN BOOK 22, PAGE 76 OF OFFICIAL RECORDS OF MONO COUNTY; ALSO EXCEPTING THAT PROPERTY DESCRIBED IN A DEED TO MILOVICH BROS. INC., RECORDED ON JUNE 8, 1962, IN BOOK 55, PAGE 246 OF OFFICIAL RECORDS OF MONO COUNTY.

Notice of Exemption

Appendix E

To: Office of Planning and Research
P.O. Box 3044, Room 113
Sacramento, CA 95812-3044

From: (Public Agency): County of Mono
74 N. School St., Po Box 676
Bridgeport, CA 93517
(Address)

County Clerk
County of: Mono
74 N. School St.
Apex 1
Po Box 237
Bridgeport, CA 93517

Project Title: Purchase of 34 Kirkwood
Project Applicant: County of Mono

Project Location - Specific: 34 Kirkwood St., Bridgeport, CA 93517
APN 008-093-025-000

Project Location - City: Bridgeport (uninc) Project Location - County: Mono

Description of Nature, Purpose and Beneficiaries of Project:

Purchase of property for affordable housing
purposes w/ specific ultimate plans for
site TBD.

Name of Public Agency Approving Project: Mono County

Name of Person or Agency Carrying Out Project: Board of Supervisors

Exempt Status: (check one):

- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15061(w)(3) + 15303
- Statutory Exemptions. State code number: _____

Reasons why project is exempt:

CEQA does not require a public agency
to speculate re environmental effects &
ultimate use will likely be covered by Class 3 CateX

Lead Agency

Contact Person: County Counsel Area Code/Telephone/Extension: (760) 924-1700

If filed by applicant:

1. Attach certified document of exemption finding. n/a
2. Has a Notice of Exemption been filed by the public agency approving the project? Yes No

Signature: _____ Date: _____ Title: _____

Signed by Lead Agency Signed by Applicant

Authority cited: Sections 21083 and 21110, Public Resources Code.
Reference: Sections 21108, 21152, and 21152.1, Public Resources Code.

Date Received for filing at OPR: _____



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Public Works

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Paul Roten, Public Works Director

SUBJECT Public Works Related Supervision

AGENDA DESCRIPTION:

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

Mono County Personnel Rule 150 (F)(10) requires Board approval (by a 4/5ths vote) of any decision to hire, or employee transfer, which would result in the employee being supervised by a person who is a relative by blood or marriage. Public Works is seeking Board approval to transfer a current Road Division employee to District 2, where the employee would then be under the supervision of a person who is his second cousin.

RECOMMENDED ACTION:

Approve Aaron Dondero to be supervised by his second Cousin Lucio Gonzales in the Roads Division, District 2. (4/5 vote required.)

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> Staff Report</p>

History

Time	Who	Approval
11/28/2023 2:08 PM	County Counsel	Yes

11/27/2023 4:55 PM

Finance

Yes

11/29/2023 1:58 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: December 5, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Director of Public Works
Subject: Public Works Roads District Supervision

Background:

Aaron Dondero has been recently hired to work in the Roads Department under the supervision of the District 1 supervisor. It would improve operations to place him under the supervision of the District 2 supervisor, Lucio Gonzalez. Aaron Dondero and Lucio Gonzalez are related as second cousins. It is a policy to require that to allow this, the employment must be authorized by a four-fifths vote of the Board of Supervisors.

Discussion:

I attest to the character of both employees and attest that Lucio Gonzalez can supervise Aaron Dondero with the greatest level of professionalism and to the best benefit of Mono County and its constituents.

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,

A handwritten signature in black ink, appearing to read "Paul Roten".

Paul Roten
Director of Public Works



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Public Works

TIME REQUIRED 15 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
Presentation
Fiscal and Budget Update

History

Time	Who	Approval
11/29/2023 1:03 PM	County Counsel	Yes
11/30/2023 10:54 AM	Finance	Yes

11/30/2023 2:25 PM

County Administrative Office

Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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760.932.5440 • Fax 760.932.5441 • monopw@mono.ca.gov • www.monocounty.ca.gov

Date: December 5, 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten, Public Works Director
Re: Mono County Jail 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.
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 – Received approval by the California State Department of Finance to continue design process.
2023 September – Site Utility Relocation work began.
2023 September – Lionakis prepared Construction Bid Package for submittal to Fire Marshal
2023 September – State Fire Marshal Plan review began.
2023 October – Test to determine need for Rapid Impaction Compaction

Discussion:

Since Last Update:

2023 October – continued site utility and relocation work and begin building demolition.
2023 October – continued Site Ground Lease work with Department of General Services and Board of State and Community Corrections.
2023 November – Prepare bid package Establish contract for and begin Site Compaction process (if weather permits) and final utility relocates
Upcoming schedule (actual schedule may change due to weather and/or outside agency requirements)
2023 December – continue Site Ground Lease work with Department of General Services and Board of State and Community Corrections.
2023 December – 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,

Mono County Jail Update

December 5, 2023



LIONAKIS



Mono County Jail Update

~~▶ Hazardous Material Removal~~

▶ **Site Preparation**

- ▶ Present work tasks
- ▶ Project Schedule
- ▶ Next steps

Design update



Looking East

Design update



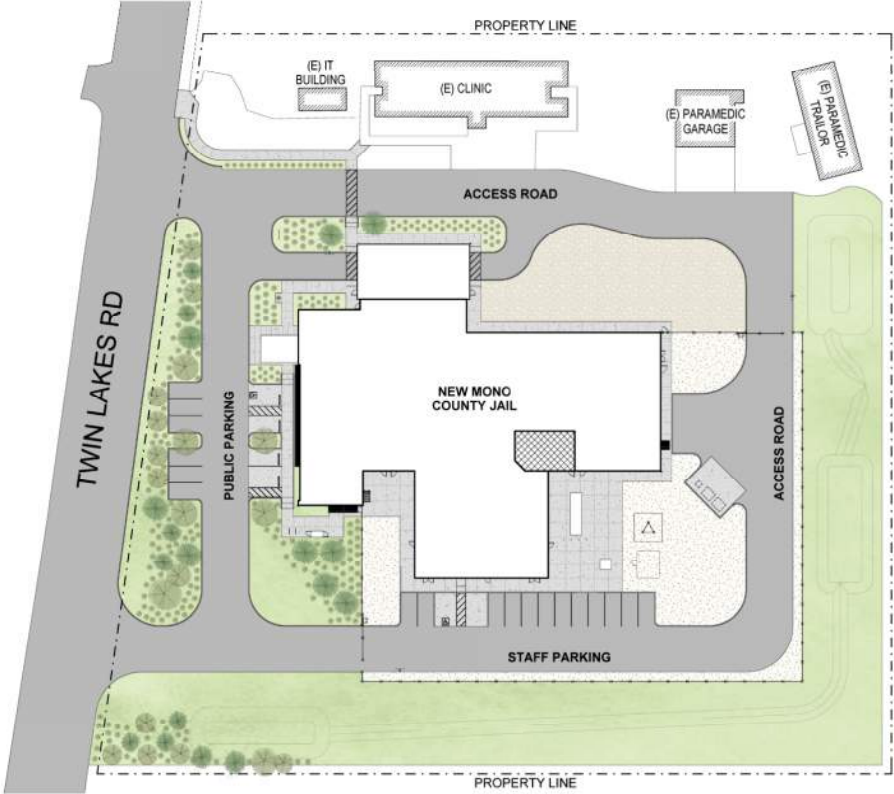
Looking Northeast

Design update



The Fence

Design update



Facility Site Plan



Design update



Public Front/Entry



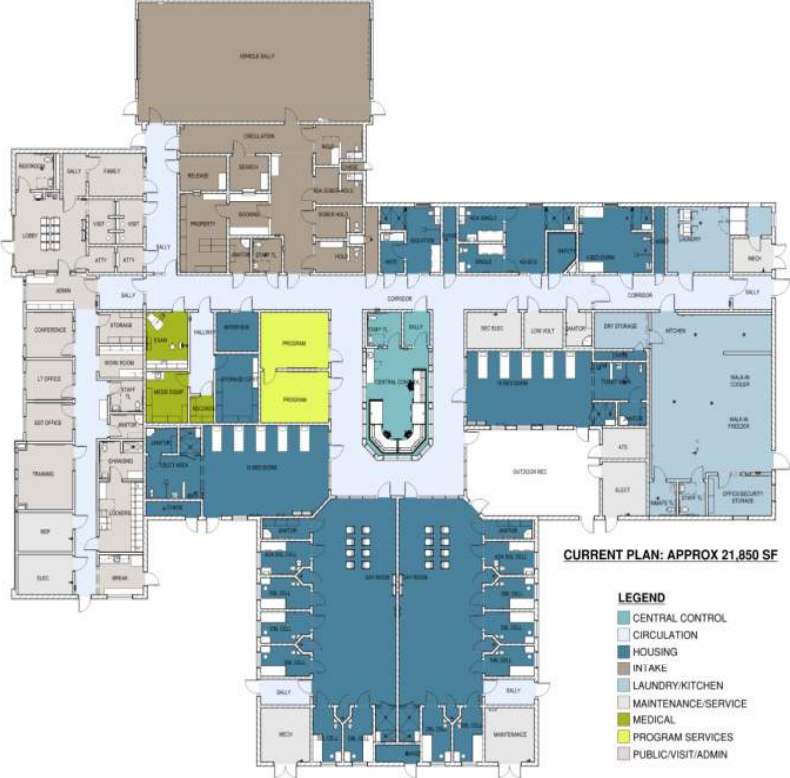
Design update



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

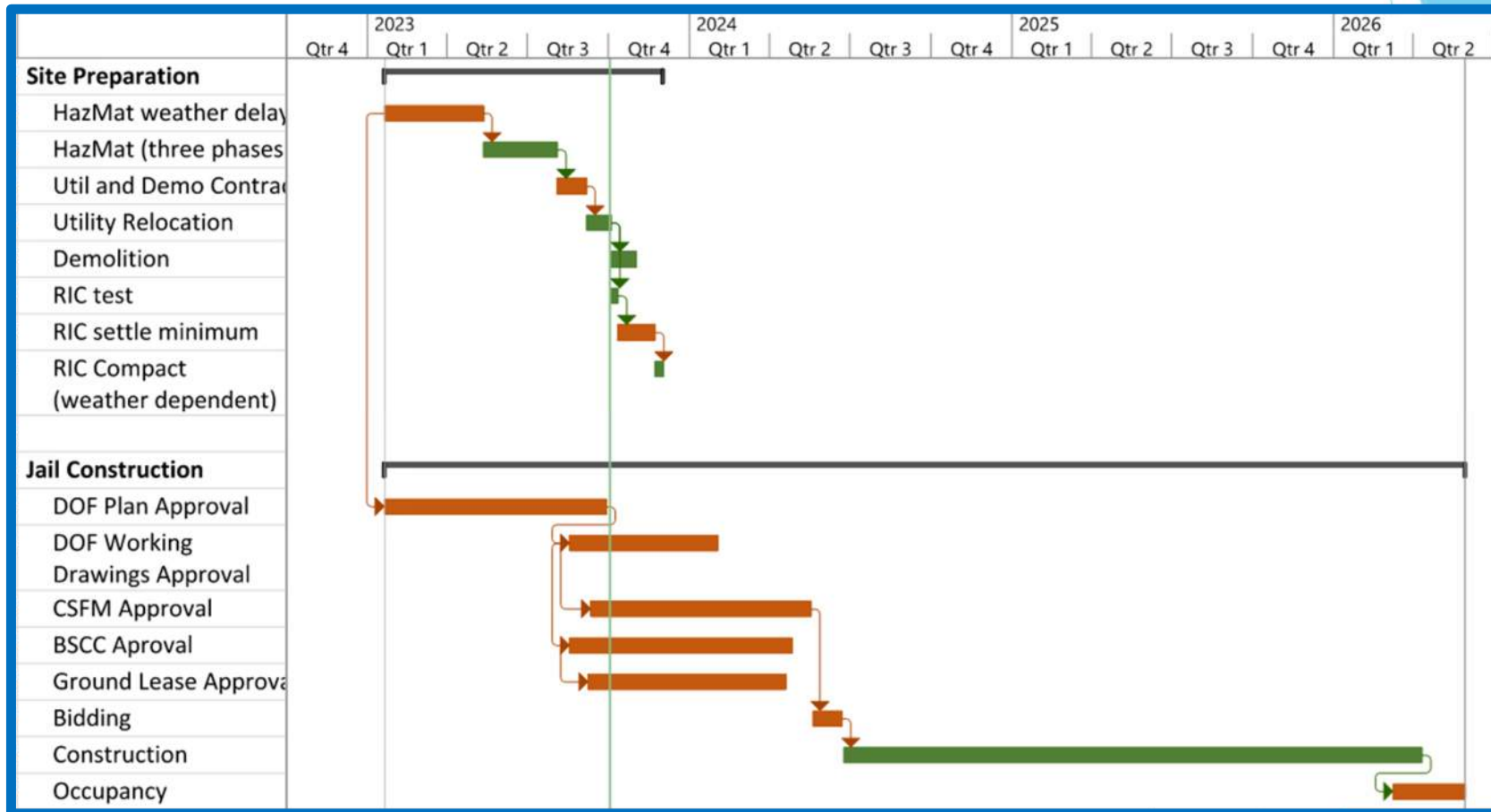
Cumbersome Process and Deliverables

- ▶ ~~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



Budget update

Budget Item	Budget	Spent thru Nov 20, 2023	% of Budget Spent	Available Budget
Construction	\$24,029,776	\$--	0%	\$24,029,776
Contingency	3,902,340	--	0%	3,902,340
Design & Engineering	2,800,804	1,959,780	70.0%	841,024
Furniture, Fixtures & Eqipt.	639,423	--	0%	639,423
Construction Management	1,189,166	328,561	27.6%	860,605
Inspection & Fees	961,942	24,918	2.6%	937,024
Other	185,547	133,003	71.7%	52,544
Site Preparation	1,499,676	429,329	28.6%	1,070,347
TOTAL	\$35,208,674	\$2,875,591	8.2%	\$32,333,083

Project Financing

Funding Source	Committed	Spent	Available
SB 844 Proceeds	\$25,000,000	\$--	\$25,000,000
Certificates of Participation	6,455,337	2,685,552	4,468,641
AB 109 (CCP)	600,000	--	600,000
Criminal Justice Construction Trust	332,813	154,266	168,547
General Fund	2,820,524	35,773	2,789,422
TOTAL	\$35,208,674	\$2,875,591	\$32,333,083



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

Departments: Public Works - Recreation

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Marcella Rose, Sustainable
Recreation Coordinator

SUBJECT Sustainable Outdoors and
Recreation Update

AGENDA DESCRIPTION:

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

An update of activities performed and planned by the Sustainable Outdoors and Recreation division, and request for approval of minor additions to the SOAR Overall Work Program.

RECOMMENDED ACTION:

Approve the updated Overall Work Program.

FISCAL IMPACT:

None.

CONTACT NAME: Marcella Rose

PHONE/EMAIL: 760-616-4953 / mrose@mono.ca.gov

SEND COPIES TO:

N/A

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Recreation Overall Work Program with Proposed Additions

History

Time	Who	Approval
11/29/2023 1:04 PM	County Counsel	Yes
11/27/2023 4:22 PM	Finance	Yes

11/29/2023 2:33 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: 5 December 2023
To: Honorable Chair and Members of the Board of Supervisors
From: Marcella Rose, Sustainable Recreation Coordinator (SRC)
Re: Sustainable Outdoors and Recreation program update

Background:

The Mono County Sustainable Outdoors and Recreation (MCSOAR) division is a discretionary program that is subject to Board and CAO approval. As such, in July 2023, the MCSOAR program presented an Overall Work Program (OWP) that would dictate the division program of work for FY 23-24; this OWP was approved with Minute Order 23-153.

Discussion:

This presentation is to brief the BOS on progress towards the OWP and to provide minor additions or changes to update the OWP.

Please contact me at (760) 616-4953 or mrose@mono.ca.gov if you have any questions regarding this item.

Respectfully submitted,

Marcella Rose
Sustainable Recreation Coordinator
Mono County Sustainable Outdoors and Recreation

Mono County
Sustainable Outdoors & Recreation

Overall Work Plan

FY 23/24

July 1, 2023 – June 30, 2024



Adopted: July 11, 2023

Introduction

Mono County Sustainable Outdoors and Recreation division, aka MCSOAR, focuses on the enhancement, maintenance, and co-management of outdoor recreation throughout the County. Outdoor recreation is a primary economic driver for Mono County. Tourists and locals spend time and money in Mono County to experience the world-class recreation opportunities we have, whether it be hiking, backpacking, front country vehicle use, skiing, snowboarding, mountaineering, rock climbing, or other activities. The Mono County division of Sustainable Outdoors and Recreation, or MCSOAR, was created in part due to the large role recreation plays in the local economy, and also as a result of significant deferred maintenance issues on surrounding public lands including those of the Forest Service, Bureau of Land Management, Los Angeles Department of Water and Power, CA State Parks, and other agencies. MCSOAR helps land managers manage recreation sites, address the deferred maintenance issues, and enhances the recreation experience that in part defines our local economy throughout Mono County. The work plan proposed below defines the work that the MCSOAR division will focus on for FY 23/24.

Geographical Scope

Mono County is a rural county located on the eastern side of the Sierra Nevada mountains. The county has an area of 3,049 square miles and a total population of 13,195 (2020 US Census). The county's one incorporated area, the Town of Mammoth Lakes (TOML), contains approximately 55% of the county population.

Approximately 94% of Mono County is public land administered by the U.S. Forest Service (USFS), the Bureau of Land Management (BLM), the State of California, and the Los Angeles Department of Power and Water (LADWP). The scenic and recreational attributes of this public land help support tourism and recreation as the major industry in the county. Approximately 80% of all employment is directly, or indirectly, associated with this industry. Annually, more than 6 million visitor-days of use occur on public lands in Mono County. Most of these visitors travel to and through the county on the state highway system. Major attractions include Mammoth and June Mountain ski areas, Yosemite National Park, Mono Lake, Devils Postpile National Monument, Bodie State Historic Park, and the many lakes, streams, and backcountry attractions accessed through Mono County communities.

Communities in the unincorporated area of the county are dispersed throughout the region, primarily along US Highways 395 and 6. Communities along US 395 include Topaz, Coleville, Walker, Bridgeport, Mono City, Lee Vining, and the Crowley communities of Long Valley, McGee Creek, Crowley Lake, Aspen Springs, and Sunny Slopes. The community of June Lake is located along State Route (SR) 158. The Town of Mammoth Lakes is located on SR 203. The communities of Chalfant, Hammil Valley, and Benton are located on SR 6. The community of Oasis is located on SR 266/168 in the southeastern portion of the county. The communities are generally small, rural in character, and oriented primarily to serving recreational and tourist traffic. Walker, Topaz, Coleville, Bridgeport, and Lee Vining share US 395 as their main street for commerce and

community activities. SR 158 serves as the main street for June Lake. SR 203 is the Town of Mammoth Lakes' main street. Highway 6 serves as a main street for Benton and Chalfant.

Program Overview

In a special joint meeting on July 18, 2017, the Mono County Board of Supervisors and Town of Mammoth Lakes (TOML) Town Council recommended the appointment of a Recreation Task Force to address the need to invest in recreation, including recreation on public lands, and develop programs and capacity to enhance outdoor recreation opportunities and infrastructure on a regional scale throughout Mono County. A result of this task force was the creation of the Sustainable Recreation Coordinator position and several cooperative agreements with land managers within Mono County including the Inyo National Forest, Humboldt-Toiyabe National Forest, Bureau of Land Management, and others. The Sustainable Recreation Coordinator position was originally jointly funded by Mono County and TOML, however in 2020 the County fully absorbed this position. This split created the Recreation division, which is housed within the Public Works department.

Division Funding & Management

The division is funded by the Geothermal Fund, which comes from royalties of local geothermal revenues. This fund is volatile, ranging from a low revenue year of less than \$60,000, to a recent high of over \$150,000 in a single year. Average geothermal contributions are about \$130,000 per year, which allows the County to employ the Sustainable Recreation Coordinator, Trail Steward staff, and pay for equipment and materials for work projects. The geothermal fund allows for the leveraging of the Sustainable Recreation Coordinator, which results in productive relationships with local land managers, volunteer programming and events, pursuit of additional division funds, and results in on-the-ground results that illustrate Mono County's commitment to enhancing local recreation. In recent years, MCSOAR applied for several grants to help fund outdoor recreation projects, and currently boasts over \$500,000 in grant funding:

Geothermal Fund	~\$130,000/yr	"Undertaking projects for the enhancement, restoration, or preservation of natural resources, including but not limited to, water development, water quality improvement, fisheries enhancement, and park and recreation facilities and areas"
Grant Source	Funding Amount	Purpose
State of CA (3 years)	\$322,157.00	Restoration of unauthorized front country vehicle routes; improvement of front country recreation map products
Sierra Nevada Conservancy (3 years)	\$150,000	Management of dispersed camping; restoration of unauthorized dispersed camping sites
CalTrans Clean CA program (1 year)	Up to \$100,100	Deployment and maintenance of temporary dumpsters throughout Mono County to combat recreation waste
BLM Wildlife Grant (~5 years)	<\$86,000	Preservation of natural, open-space landscapes; Improvement of wildlife habitat adjacent to recreation areas

MCSOAR is a discretionary program, being that recreation management and collaboration are not mandated government services. That said, County contribution to outdoor recreation programming is a service of significant public, political, and economic demand, hence the region-wide interest in the creation of this division. Due to the discretionary nature of MCSOAR, is it largely a board-driven program, with the Board of Supervisors making decisions on what the

division focus is, collaboration parameters, what grants to pursue, and how funding is spent on projects.

Division Staffing

Today the division employs four staff. The Sustainable Recreation Coordinator currently oversees the division and performs integral administrative functions while seasonally supervising field staff. During approximately April to September, the division is joined by two permanent seasonal Trail Stewards, which perform field labor to enhance recreation sites. This year is the first year that the division is employing a third temporary Trail Steward.

Division Tasks

Primary duties of MCSOAR staff are largely physical and social tasks. Trail assessment and trail maintenance are a focus of the division, helping to assess trails and trail infrastructure for damage and assistance in the repair of reported damages. As defined by Mono County in the Trails Plan (Appendix G of the General Plan), trails serve two purposes: "Recreational experience for those who travel along them, and as links between different areas of the County". Expanding on this definition, the trails plan further states:

"Trails in Mono County, with its many recreational resources, include wilderness trails used by hikers and equestrian users, dirt roads used by off-highway vehicles and equestrian users, signed trails for Nordic skiing and snowmobile use, scenic byways used as sightseeing trails, hiking trails at developed recreation sites, and roadways used by both mountain bikers and touring bicyclists."

Thus, trail assessment could mean the hiking, biking, or driving of various trail systems to assess for damage or for other administrative purposes, such as analyzing accuracy of system map products. Common trail maintenance tasks that the division can assist with include (but are not limited to) **signage improvements or installation** (including signs for wayfinding, restrictions, and informational kiosks); **repair of trail tread** (in slope and out slope adjustments), **installation of trail features** (such as check dams, rolling contours, puncheons, water bars, retaining walls, and more); **brushing and bucking** (by chainsaw, hand saw or crosscut saw) to maintain required trail corridor dimensions; **installation or repair of restrictive features** (log or rock armoring, gates, pinch points, etc.).

In addition to trail work, MCSOAR aims to enhance recreation experiences, many of which occur off trail at locations such as day use sites, trailheads, front country portals, recreation parking areas, overlooks, campgrounds, and other recreation sites. Many of these sites may require similar tasks to trail maintenance, such as **site delineation** (with or without gates or armoring), **repairs to infrastructure** (picnic tables, benches, signage, etc.), **installation of messaging content, deployment and/or maintenance of temporary infrastructure to assist with waste management** (dumpsters, porto-potties, "potty palaces", etc.), **design and installation of interpretive information**, and more. Aligned with both trail and recreation site management include **restoration projects**, in which areas with undesirable recreation activity or impact are controlled and restored to a natural state with the goal of site preservation and minimizing resource damage.

Social job duties are primarily associated with education and interpretive tasks. Job duties related to this may include: **Development of recreation messaging content** (such as campaigns that speak to responsible recreation, Camp Like A Pro, Leave No Trace, Keep Me Wild, etc.); **collaboration** with local tribes and entities to **develop interpretive content; distribution and installation of educational / interpretive content; site roving** (staffing at popular recreation areas to go around and engage visitors); **site monitoring and data collection** (to complement or trigger site improvements/management or restoration projects); **organization of volunteer programming and events** (such as citizen stewardship programming, trail work days, clean up days, etc.).

The Sustainable Recreation Coordinator has tasks that are not typically shared with Trail Steward staff, mostly administrative in nature. These tasks include **division administration** (such as budget management, development of division policy and procedure, county/departmental wide reporting, supervisory tasks); **partner collaboration** (such as establishing and fostering relationships with recreation partner agencies, creation and maintenance of partner agreements, planning seasonal program of work, etc.); **participation in regional recreation management projects and discussions** (such as local and statewide recreation initiatives; participation in discussions related to region-wide recreation issues, etc.); and **grant administration and management**.

Overall Work Program (OWP)

Activities to be performed July 1, 2023 – June 30, 2024

Grant Projects

- **Administer the CA State Parks OHV Restoration grant** (partner effort with Inyo NF, Humboldt Toiyabe NF, BLM throughout Mono County)
 - Ground truthing of front country vehicle route networks
 - Data collection / proposed corrections for mapping products
 - Delineation of legal front country vehicle routes; installation of restrictive features at unauthorized routes, pullouts and campsites
 - Delineation by armoring, gates; education and enforcement supported by design and installation of signage
 - Front country recreation management discussions; development of educational / enforcement content
 - Restoration of highly undesirable unauthorized routes
 - Project Sites (including but not limited to):
 - Leavitt Lake; Lobdell Lake; Bald Mountain area; Long Valley area
 - Other remaining tasks as outlined in the grant agreement
- **Administer the Sierra Nevada Conservancy Dispersed Camping Grant** (partner effort with Inyo NF, Humboldt-Toiyabe NF, BLM throughout Mono County)
 - Inventory of undesirable or unauthorized dispersed camp sites
 - Discussions with partners on desired dispersed camping management techniques and plans
 - Management improvements of dispersed camping areas
 - Restoration of undesirable camp sites
 - Implementation of varying management techniques, such as designated dispersed camping sites, for fee/permitted dispersed camping sites, etc.
 - Supported by various signage
 - Construction and installation of kiosks/signs
 - Installation of Camp Like a Pro / recreate responsibly messaging content
 - Installation of temporary infrastructure to control waste associated with dispersed camping

- Construction of “potty palaces” – structures designed to beautify and structurally protect and reinforce porta-potties to gain longevity out of deployment
 - Expansion of Camp Like a Pro Campaign
 - Geographic and content expansion
 - Partner with Alpine County to expand CLaP northward in the region
 - Partner with White Bark Institute to expand CLaP messaging to target wildfire risk through promotion of campfire safety
 - Management discussions of CLaP campaign
 - Map and app updates
 - Distribution and installation of CLaP materials
 - Project sites (including but not limited to):
 - Leavitt Lake, Buckeye Road, Travertine, Inyo Craters, Glass Creek, Owens River Road, Long Valley area
 - Other remaining tasks as outlined in the grant agreement.
- **Administration of the BLM Wildlife Grant** (Partnership with BLM Bishop Field Office)
 - Project scope development in process – stay tuned. Project must have a nexus between recreation and wildlife; will most likely be recreation site improvements that thereby improve adjacent wildlife habitat on BLM lands. May include monitoring of sensitive species (sage grouse, etc.)
- **Support – Legacy Trails Grant - 20 Lakes Basin User Trail Restoration** (Partnership with Inyo NF, Friends of the Inyo, June Lake Trails Committee; *Note: Mono County is not the applicant /awardee for this grant)
 - Assist with trail assessment and inventorying in 20 Lakes Basin area; identify unauthorized use trails; perform restoration to unauthorized use trails. Restoration of Yosemite Toad habitat.
- **Support – CA Product Stewardship Council Refillable Propane Canister grant**
 - This grant was previously administered by the Mono County Solid Waste division. Until a new Solid Waste superintendent is hired, MCSOAR will support administration of this grant.

Field Projects

To take place in partnership on public lands, including (but not limited to) those managed by the National Forest, Bureau of Land Management, National Park Service, CA State Parks, Los Angeles Dept. of Water and Power, Mono County, and other recreation/conservation entities.

- Trail / recreation site assessment
 - Front country, wilderness, and backcountry
- Trail / recreation site maintenance (including but not limited to)
 - Front country, wilderness, and backcountry
 - Installation / repair of signage

- Brushing / Rocking
- Bucking / Felling
- Installation / maintenance of drainage or erosion features
- Armoring (gates, logs, rocks, etc.)
- Restoration and Naturalization
- Trail building / trail realignment projects
- Recreation site management
 - Monitoring and cleaning of recreation sites
- Expansion of Tangle Free Waters (TFW) program throughout County
 - Installation and maintenance of TFW tubes
- Expansion of Adopt a Trail (AAT) program throughout County
 - Installation and maintenance of AAT signs
- Site Roving / Visitor Information
 - Presence at recreation sites
 - Interpretive programming and presentations
- Don't Feed the Wildlife campaign
 - Visitor education
 - Distribution of materials
- Mountain Gate Park
 - Field Projects TBD for FY23/24
 - Enhancement of signage materials
- Support for Lundy Campground
 - Roving, maintenance
- Stewardship / Volunteer events
 - Mountain Gate Park Clean Up Day
 - National Public Lands Day (TBD)
 - Travertine Clean Up Day (TBD)
 - Lee Vining Creek Trail Day (2024)
 - June Lake Trails Day (2024)
 - More events to be proposed and planned...
- Conway and Mattley Ranch projects, including trail and interpretive programming development

Division Administration

- Maintenance and adjustment of division budget
 - ATRs

- Grant reimbursements
- Exploration of additional funding / grant applications
- Development of County documents (including but not limited to):
 - Public Works Capital Improvement Projects (CIPs)
 - Local Transportation Committee Overall Work Program (OWP)
- Development / maintenance of divisional documents
 - Safety procedures / requirements
 - Certification of staff
 - Training schedules and content
 - Supervisory materials
 - Payroll
 - Hiring / termination documentation
 - Employee performance evaluations
 - Inventory of equipment / tools
- Collaboration and planning
 - Attendance to County meetings
 - Local Transportation Committee, as appropriate
 - Planning Commission meetings, as appropriate
 - Economic Development and Tourism meetings, as appropriate
 - Attendance to local forums to engage with public
 - RPACs (Regional Planning Advisory Committees)
 - CSAs (Community Service Areas)
 - CACs (Community Advisory Councils)
 - Local Recreation Meeting
 - June Lake Trails Committee; Mono Basin Partners Meeting
 - Support Solid Waste division in the administration of Conway and Mattley Ranch projects, including trail and interpretive programming development and working with the Engineering division on irrigation.

Partnership administration

- Review, renewal, and creation of partner agreements
(*Italicized* items have not yet been reviewed / started)
 - Humbolt-Toiyabe National Forest
 - Inyo National Forest
 - Bureau Of Land Management
 - Town of Mammoth Lakes
 - As Needed Trail Crew Contract
 - *National Park Service*
 - *CA State Parks*
 - *LADWP*
 - MLTPA

- Contract for recreation-management related services; grant services
 - CalTrans District Maintenance Agreement
 - D&S Waste Contract for deployment and servicing of dumpsters
- Tangle Free Waters / Adopt a Trail program
 - Volunteer coordination
 - Sponsor / volunteer recruitment
- Inyo National Forest Over Snow Vehicle (OSV) designation process
 - Provide data, contribute to discussion as appropriate.
- Board member – Yosemite Area Regional Transportation System (YARTS) Authority Advisory Committee (AAC)
- Development of Bridgeport Winter Trail System
 - Trail design / alignment
- Trail design / site design / trail realignment projects
 - Conceptual discussions
 - Mapping of potential locations
 - Planning documents associated with trail / site design
- Eastern Sierra and Mammoth Unified School Districts
 - Collaboration for recreation projects



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 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:

Click to download
No Attachments Available

History

Time	Who	Approval
11/28/2023 1:53 PM	County Counsel	Yes
11/2/2023 8:21 AM	Finance	Yes
11/29/2023 1:49 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one. Facts and circumstances: Written threat of litigation made by Sierra del Oro Trading Company, LLC, Paula Richards, Chief Officer, November 8, 2023 (attached).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Threat of Litigation</p>

History

Time	Who	Approval
11/29/2023 3:51 PM	County Counsel	Yes
11/14/2023 10:26 AM	Finance	Yes
11/29/2023 3:53 PM	County Administrative Office	Yes

Paula Richards
Sierra del Oro Trading Company LLC Chief Officer
Rock Creek Ranch Mutual Water Co. President
Rock Creek Ranch Rural Electric Co. President
DeCasa Catering

On Nov 8, 2023, at 5:59 AM, Paula Richards [REDACTED] wrote:

Hello-

Thank you for the clarification. At no time was it my intent to misrepresent the HCD to Mono County. It was a wish to combine all the emails into one thread for complete transparency.

The HCD will proceed as it does and I have no part on what it decides or what actions it may or may not take against the County.

Our main concern is and always has been, the submission of the applications for the housing development project in a timely manner for acceptance and processing.

If we must, we will also begin litigation against the County if they are unable to process the applications under the laws.

I have not done so, so far, because I always felt that the CDD and County Counsel were not familiar with the new housing laws, evidence by their lack of applications available to the public; and because I honestly did not want the expense. One legal team proposal was \$210,000 to begin litigation that would be resolved in 18 months. Incurring such costs and that length of a delay caused havoc with the SBA mentor program and the business plan. We are under an extreme deadline with FEMA and other lenders to begin work due to the current conditions of the property- the trail is a declared hazard and the existing access needs extreme repairs to make it usable. Without submission of applications for the project, we will also lose the temporary access through LADWP property and BLM Land.

There are exterior agents that make the expeditious process necessary. These concerns were raised to the Mono County Board of Supervisors Jan 2023 when the New Access Road was agendized and a letter of support was issued specifically for the USDA Rural Development lenders. The Rock Creek Ranch site is identified in Mono County Housing Element as a key site to meet Mono County RHNA:

The Rock Creek Ranch Specific Plan, located east of Paradise, provides an opportunity for a single-family residential subdivision. However, water service and access remain barriers for the potential project.

Specific Plan for single-family development. Specific Plan was amended in 2014 to reduce unit potential from 59 to 23 due to CalFire requirement for secondary emergency access. Constraints include water service and access from Lower Rock Creek Road due to challenging grades.

As we see it, the County has issues with State Laws that are seriously affecting the processing and acceptance of our applications. The State and the proponent of the housing development have their

independent legal paths to follow. I do not expect the HCD to advocate for our project but only for the enforcement of the implementation of laws.

For the housing development project, the applications will be submitted next week for Phase 1. These will be under SB 330 and will include SB 35 application for Phase 1. It is frustrating because the actions of the Mono County Community Development Department are a complete departure from the Mono County Housing Element and Mono County Code. Up until now, without engaging lawyers- the situation can remain friendly and resolved with a dialogue. Without a friendly resolution, lawyers will be engaged to proceed with a letter then litigation. This will be done only after the submission of applications, next week. We sincerely hope that Mono County CDD will proceed correctly.

Agan, this is a housing development project for 100% low-income housing on an identified Key Site (infill) to meet Mono County RHNA with a 2008 certified EIR and an addendum 2014 EIR.

Thank you,

Paula Richards

Sierra del Oro Trading Company LLC
Rock Creek Ranch Mutual Water Corp
Rock Creek Ranch Rural Electric Corp



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

REGULAR AGENDA REQUEST

Print

MEETING DATE December 5, 2023

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
No Attachments Available

History

Time	Who	Approval
11/28/2023 1:18 PM	County Counsel	Yes
11/2/2023 8:14 AM	Finance	Yes
11/28/2023 1:33 PM	County Administrative Office	Yes