



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.
Teleconference Only - No Physical Location

Regular Meeting June 1, 2021

TELECONFERENCE INFORMATION

As authorized by Governor Newsom's Executive Order, N-29-20, dated March 17, 2020, the meeting will be held via teleconferencing with members of the Board attending from separate remote locations. This altered format is in observance of recommendations by local officials that precautions be taken, including social distancing, to address the threat of COVID-19.

Important Notice to the Public Regarding COVID-19

Based on guidance from the California Department of Public Health and the California Governor's Officer, in order to minimize the spread of the COVID-19 virus, please note the following:

1. Joining via Zoom

There is no physical location of the meeting open to the public. You may participate in 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/99603106476>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 996 0310 6476.

To provide public comment (at appropriate times) during the meeting, press the "**Raise Hand**" button on your screen.

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 996 0310 6476.

To provide public comment (at appropriate times) during the meeting, press *9 to raise your hand.

2. Viewing the Live Stream

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 http://monocounty.granicus.com/MediaPlayer.php?publish_id=8c4d8d56-9aa6-4b8a-ace3-1fbaaecbf14a

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. 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).

ON THE WEB: You can view the upcoming agenda at <http://monocounty.ca.gov>. If you would like to receive an automatic copy of this agenda by email, please subscribe to the Board of Supervisors Agendas on our website at <http://monocounty.ca.gov/bos>.

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

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

2. RECOGNITIONS

A. Proclamation Designating the Month of June 2021 Elder and Dependent Adult Abuse Awareness Month

Departments: Social Services

10 Minutes

(Krista Cooper, Kathy Peterson, Michelle Raust, Department of Social Services) - Proposed proclamation designating June 2021 as Elder and Dependent Adult Abuse Awareness Month in Mono County.

Recommended Action: Adopt proclamation designating the month of June 2021 Elder and Dependent Adult Abuse Awareness Month. Provide any desired direction to staff.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

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 - April 20, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on April 20, 2021.

Recommended Action: Approve the Board Minutes from the Regular Meeting on April 20, 2021.

Fiscal Impact: None.

B. Board Minutes - May 4, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on May 4, 2021.

Recommended Action: Approve the Board Minutes from the Regular Meeting on May 4, 2021.

Fiscal Impact: None.

C. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2021.

Recommended Action: Approve the Treasury Transaction Report for the month ending 4/30/2021.

Fiscal Impact: None

D. North American Mental Health Services Contract Amendment

Departments: Behavioral Health

Proposed amendment to contract with North American Mental Health Services pertaining to the provision of Tele-Psychiatry Services.

Recommended Action: Approve County entry into proposed contract amendment and authorize CAO to execute said amendment on behalf of the County. Provide any desired direction to staff.

Fiscal Impact: The total payments to the contractor by the County will not exceed \$420,000.00 in any 12-month period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for jail services will be covered through the Mono County Sheriff's Office MAT Grant. Funding for probation services for May 1, 2021 to June 30, 2021 will be covered through the Mono County Probation Department using funds from SB 678. The term of the contract is October 2019 to September 2022.

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. Support Letters for Child Welfare

The following letters were submitted on behalf of the Mono County Board of Supervisors: 1) Support for \$50 million state general fund investment in child welfare prevention services and 2) support for AB 808 Continuum Pilot Program

to support child welfare and probation-involved foster youth with complex care needs who have historically been sent out-of-state for treatment. Both of these support positions are consistent with the Mono County 2021 Legislative Platform.

B. Assembly Bill 1869 Implementation Follow Up

Mono County Superior Court response to Debt Free Justice California regarding implementation of Assembly Bill 1869.

C. May 2021 Mono Basin Compliance Report

A submission from Los Angeles Department of Water and Power (LADWP) to California State Water Resources Control Board, Division of Water Rights Deputy Director Erik Ekdahl of the Mono Basin Compliance Reporting May 2021. Due to its size, the full report can be found on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-118>.

7. REGULAR AGENDA - MORNING

A. Mono County Library Update

Departments: Mono County Library
15 minutes

(Christopher Platt, County Library Director) - Mono County Library general update and announcement of Library Authority Board's approval for the Library to cease charging daily overdue fines effective June 1, 2021.

Recommended Action: None, informational only.

Fiscal Impact: None to the County.

B. COVID-19 (Coronavirus) Update

30 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Recommended Action: None, informational only.

Fiscal Impact: None.

C. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center
10 minutes

(Justin Nalder, EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

Recommended Action: Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Fiscal Impact: Continuation of the declared emergencies continues the County's eligibility for state and federal disaster assistance.

D. Fiscal Year 2021-22 Budget Update

Departments: Finance, CAO

45 minutes

(Janet Dutcher, Finance Director; Megan Mahaffey, Accountant II) - The budget development team will update the Board about the FY 2021-22 budget development process. This update will discuss final changes and recommendations resulting from the budget workshop, before the recommended budget is published on June 4, 2021.

Recommended Action: None. Discussion only.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Please refer to the Teleconference Information section to determine how to make public comment for this meeting.

9. CLOSED SESSION

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) County of Mono v. City of Los Angeles et al. (Alameda Superior Court Case No. RG18923377); and (2) County of Mono v. Liberty Utilities et al. (U.S. Dist. Ct. Central Dist. of Cal. Case No. CV 21-769-GW-JPRx).

D. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: 1. Facts and circumstances: Department of Housing and Community Development (HCD) enforcement division investigation regarding Tioga Inn workforce housing project.

10. BOARD MEMBER REPORTS

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

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

Departments: Social Services

TIME REQUIRED 10 Minutes

SUBJECT Proclamation Designating the Month
of June 2021 Elder and Dependent
Adult Abuse Awareness Month

**PERSONS
APPEARING
BEFORE THE
BOARD**

Krista Cooper, Kathy Peterson,
Michelle Raust, Department of Social
Services

AGENDA DESCRIPTION:

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

Proposed proclamation designating June 2021 as Elder and Dependent Adult Abuse Awareness Month in Mono County.

RECOMMENDED ACTION:

Adopt proclamation designating the month of June 2021 Elder and Dependent Adult Abuse Awareness Month. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Krista Cooper

PHONE/EMAIL: 760-924-1762 / kcooper@mono.ca.gov

SEND COPIES TO:

Krista Cooper

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Elder and Dependent Adult Abuse Awareness Month Proclamation](#)

History

Time	Who	Approval
5/25/2021 4:03 PM	County Counsel	Yes
5/25/2021 5:07 PM	Finance	Yes
5/27/2021 10:25 AM	County Administrative Office	Yes



JUNE 2021 ELDER AND DEPENDENT ADULT ABUSE AWARENESS MONTH PROCLAMATION

WHEREAS, Mono County's elder and dependent adults deserve to be treated with respect and dignity, to enable them to continue to serve as leaders, mentors and volunteers who contribute to the vitality of the community and their families; and

WHEREAS, abuse of elder and dependent adults is a tragedy inflicted on vulnerable persons and an ever-increasing problem in today's society that crosses all socio-economic boundaries; and

WHEREAS, combating abuse of elder and dependent adults will help improve the quality of life for all elder and dependent adults and will allow them to continue to live as independently as possible; and

WHEREAS, people 65 years or older make up about 15% of the population in the United States, are living longer lives, and are growing as a total percentage of the population; and

WHEREAS, Mono County Adult Protective Services receives approximately 50 reports of concern a year involving neglect, self-neglect, abuse and financial exploitation and responds by investigating reports, providing supportive case management, and collaborating with community partners through Multi-Disciplinary Teams; and

WHEREAS, the Mono County District Attorney's Office, Sheriff's Office, and Mammoth Lakes Police Department are dedicated to protecting elder and dependent adults by promoting individual and public safety and justice; and

WHEREAS, the Eastern Sierra Area Agency on Aging and the Long-Term Care Ombudsman Programs are committed to working with community partners to raise awareness, increase reporting of elder abuse, and provide advocacy services to elders, including residents of long-term care facilities who are victims of elder abuse, neglect, and financial exploitation; and

WHEREAS, everyone can help in the campaign to eliminate elder and dependent adult abuse by learning, watching for and reporting signs of abuse, such as isolation, physical harm, withdrawal, depression, anxiety, and fear of family members, friends, or caregivers; and

WHEREAS, to join us by wearing purple on June 15th, World Elder Abuse Awareness Day to bring community wide awareness about preventing abuse.



NOW, THEREFORE, the Mono County Board of Supervisors hereby proclaims June 2021 as Elder and Dependent Adult Abuse Awareness Month in Mono County and encourage everyone to recognize and celebrate elder and dependent adults and their ongoing contributions to the success and vitality of our county.

APPROVED AND ADOPTED this 1st day of June 2021, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - April 20, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on April 20, 2021.

RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on April 20, 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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[DRAFT Minutes](#)

History

Time	Who	Approval
5/20/2021 9:26 AM	County Counsel	Yes
5/17/2021 4:52 PM	Finance	Yes
5/27/2021 9:53 AM	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.
Teleconference Only - No Physical Location

**Regular Meeting
April 20, 2021**

Backup Recording	Zoom
Minute Orders	M21-91 – M21-98
Resolutions	R21-28 – R21-29
Ordinance	Not Used

9:01 AM Meeting Called to Order by Chair Kreitz.

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended via teleconference).
Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Corless.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Former Supervisor Fred Stump:

- Commenting on item 6, KORE Mining letters since he is unavailable later.
- Asked County, in agreement with Range of Light and Friends of the Inyo, to write a letter to the Inyo National Forest. There are many activities listed in the letter from the Inyo National Forest that could result in possibly negative "what-ifs."

Janet Carle:

- Echoed Fred's comments.
- Keep Mono County wild. Thinks next week is an excellent time to say it.

2. RECOGNITIONS

Note:

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

A. Proclamations Designating the Month of April 2021 as Child Abuse Prevention and Sexual Assault Awareness Month

Departments: Wild Iris, Mono County Department of Social Services and Child Abuse Prevention Council (CAPC)

(Matthew O'Connor, Michelle Raust, Courtney Powell) - April is nationally recognized as Child Abuse Prevention and Sexual Assault Awareness Month.

Action: Proclaim April 2021 as Child Abuse Prevention (CAP) Month
Corless moved; Gardner seconded

Vote: 5 yes, 0 no

M21-91

Proclaim April 2021 as Sexual Assault Awareness Month (SAAM).

Duggan moved; Peters seconded.

Vote: 5 yes, 0 no

M21-92

Chair Kreitz read proclamations.

Michelle Raust, Department of Social Services:

- Thanked all of their community partners and the Board for their support.
- Recognized Matthew for his years of work – he is leaving Wild Iris.

Matthew O'Connor, Wild Iris Executive Director:

- Speaking on behalf of his staff, it means a lot to them to have their work recognized.

Courtney Powell, Child Abuse Prevention Council:

- Great collaboration with Mono County Child Abuse Prevention Counsel and Probation, Social Services, Wild Iris, and Behavioral Health.
- Wear blue day.
- In collab with PH the ACES and JACES awareness.
- Trauma informed care training.
- Children's memorial flag raising ceremony.

B. Recognition of Dr. Thomas J. Boo, MD

(Robert C. Lawton, CAO) - Proposed resolution recognizing Dr. Thomas J. Boo, MD.

Action: Approve proposed resolution recognizing Dr. Thomas J. Boo, MD.
Gardner moved; Duggan seconded.

Vote: 5 yes, 0 no

M21-93

Chair Kreitz read the proclamation.

Comment made by:

Note:

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

Former Supervisor Stump
Stacey Simon, County Counsel:
Wendy Sugimura, CDD
Bob Lawton, CAO:
Sherriff Braun
Alicia Vennos
Robin Roberts
Scheereen Dedman

Board comment.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Wednesday, met with Molly DesBaillet, First Five Executive Director. Looks forward to having the county work more closely with First Five.
- JEDI and Workplace Wellness meetings. Both efforts are gaining more traffic.
- Working on budget for the coming year. Met with Janet, Megan, and John, as well as departmental meetings.
- Friday, attended a redistricting webinar.
- Yesterday, welcomed four new County employees.
- Was part of a dress rehearsal for a panel on returning to work in a post-pandemic environment that will be held Thursday as part of the CSAC Legislative Conference.

4. DEPARTMENT/COMMISSION REPORTS

Justin Nalder, Solid Waste Superintendent:

- April 10, Community Clean Up event in Lee Vining.
- April 22, Earth Day.

Wendy Sugimura, Community Development Director:

- April 15, the Planning Commission approved a use modification for Benton Hot Springs.
- Workshop with Planning Commission on accessory dwelling units.

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 - March 16, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on March 16, 2021.

Note:

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

Action: Approve the Board Minutes from the Regular Meeting on March 16, 2021.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M21-94

B. Budget Adjustment for the Grand Jury Budget Unit

Departments: Finance

The Mono County Board of Supervisors adopted a budget for the Grand Jury for fiscal year 2020-2021 that included \$10,000 in expenditures. On March 11, 2021, Finance received a request for a budget increase from the Superior Court of California - Mono County and expenditures to date indicate insufficient remaining appropriations for the Grand Jury to complete its duties. The budget request was not received in time for the mid-year budget adjustment, so this request to use contingency funds is being addressed independently.

Action: Approve use of contingency for Grand Jury in amount of \$2,500.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M21-95

C. Community Development Block Grant 2021 Application

Departments: Finance

As per the public hearing held on April 13, 2021 Mono County intends to submit an application in response to the 2020 Community Development Block Grant Notice of Funding Availability for Homeownership assistance.

Action: Adopt Resolution R21-28, Approving the submission of an application for the Community Development Block Grant 2021 Notice of Funding Availability.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

R21-28

D. Allocation List Amendment - Behavioral Health

Departments: Behavioral Health

Proposed resolution Authorizing the County Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One 1.0 FTE Director of Clinical Services and Add Two 1.0 FTE Staff Services Analyst IIs. This amendment will increase Mono County Behavioral Health's capacity to meet compliance-related requirements and expand wellness center activities throughout the County.

Action: Adopt proposed resolution R21-29, Authorizing the County

Note:

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

Administrative Officer to Amend the County of Mono List of Allocated Positions to Remove One 1.0 FTE Director of Clinical Services and Add Two 1.0 FTE Staff Services Analyst IIs.

Peters moved; Gardner seconded.

Vote: 5 yes, 0 no

R21-29

E. Women Infants and Children (WIC) Program Contract Amendment #19-10162, A01

Departments: Public Health

Proposed Standard Agreement Amendment with California Department of Public Health (CDPH) Women, Infants, and Children (WIC) Program pertaining to Contract #19-10162, A01.

Action: Approve County entry into proposed contract amendment and authorize Board Chair to execute said contract on behalf of the County by signing the following: one (1) copy of Standard Agreement Amendment (STD 213A).

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M21-96

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Letter from Southern California Edison re: the Mill Creek and Wilson System

A letter from Southern California Edison in response to the letter sent by the Board of Supervisors on November 3, 2020 regarding the management of flows in Mill Creek and the Wilson system in Mono County.

B. Federal Energy Regulatory Commission (FERC) Letters re: Dams Part of the Lee Vining Creek Project, FERC Project No. 1388-CA

Federal Energy Regulatory Commission (FERC) letters regarding the following: (1) Completing of Poole Powerhouse Flowline Repair; (2) 2021 DSSMP/2020 DSSMR Submittal for Rhinedollar Dam, Saddlebag Dam, Tioga Lake Dam.

C. USDA Forest Service Long Valley Exploration Drilling Project Update

The Mammoth Ranger District of the Inyo National Forest is initiating the

Note:

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analysis process for the proposed Long Valley Exploration Drilling Project proposed by Kore USA Ltd. (Kore Mining). The Long Valley Mineral Exploration Project would include drilling exploratory bore holes to investigate mineral potential on the mining claim, and subsequent reclamation.

Lynn Boulton, Chair of Sierra Club:

- Urged Board to oppose the project every step of the way as they did in the 1990's. Can tip the scales for the Long Valley Bi State Sage Grouse population.

Wendy Schneider, Friends of the Inyo, Executive Director:

- Encouraged the Board to completely oppose this proposal every step of the way. It is inconsistent with Mono County's motto "Wild by Nature."

Gary Nelson:

- A few years ago, he attended a meeting concerning a proposed mine outside of Bridgeport and many of the public in attendance had expressed concern over cyanide heap leaching reservoir that would be a part of the project. One of the proponents said that the poisonous material would leak into rough creek and into Nevada. Worried about the introduction of poisonous materials into the head of the Owens River.
- Asked the Board to join the citizens who will rise up against this.

Chris Bubser:

- Strongly opposes this mine and exploratory activities for environmental and health reasons.
- Christopher Leonard, fly fishing guide, asked her to read his comments for him since he is in class (in opposition).

Kevin Peterson, Hot Creek Ranch Operations Manager:

- Opposed core mining operations. Serious concerns for hot creek fishery, has Fish and Wildlife been alerted to this and what is their stance? The ability to do the exploration is based on a law from 1872, which at the time included a mile and a pickax. At the very least need an environmental impact study before moving forward.

Sarah:

- Opposes the project.

Gordon Martin, Mammoth District Ranger:

- Is in the meeting to hear all of the comments.
- Encourages everyone to submit comments directly to the Forest Service as part of the project record in order to be taken into consideration.

Malcolm Clark, Range of Light:

- Echoes the other comments of opposition.

Board consensus to send a comment letter for May 4 meeting.

D. Letter from Sierra Club Range of Light Group re: Long Valley

Note:

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

Exploration Drilling Project

A letter from the Executive Committee of the Sierra Club Range of Light Group requesting the Mono County Board of Supervisors comment on the Long Valley Exploratory Drilling Project.

E. Letter from Friends of the Inyo re: Long Valley Exploration Drilling Project

A letter from Wendy Schneider, Executive Director of Friends of the Inyo, requesting the Mono County Board of Supervisors comment on the Long Valley Exploratory Drilling Project.

Lynn Boulton:

- Has more info about the geology

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Action: None.

Bryan Wheeler, Public Health Director:

- Went through presentation.

Supervisor Kreitz:

- Asked for actual case rate.
- The real case rate is 4-5 cases in the last 2 weeks (versus adjusted case rate).

Supervisor Garnder:

- In terms of moving to Orange tier would allow for 50% capacity inside-dining? Yes, begins tomorrow, should metrics be correct.
- Vaccinating everyone 16 years old and older, estimating the population of less than 16 is about 2500 - 3000 people, so when we say we have 7000 people fully vaccinated, we have more than half of the population vaccinated?
- The State has our population around 10,000, excludes those not eligible for the vaccine. State has 68% of our population having at least one dose. Margin between first and second dose is somewhere in the 60 percentile. We have also vaccinated people who live in Nevada but are employees in Mono.

Supervisor Duggan:

- PPE – working with other agencies to distribute to businesses? There is a shortage.
- EOC was distributing, Public Health is not. There are no major PPE shortages.

Note:

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Gordon Martin:

- Pfizer is on track to be approved for 12–15-year-old children. Any consideration for reserving the vaccines so that they are on hand once there is approval?
- Yes, they have been reserved.

B. Mountain View Fire Update

Departments: Mountain View Fire Emergency Operations Center
(Justin Nalder, EOC Director) - Update on the Mountain View Fire in Walker, California.

Action: None.

Justin Nalder, EOC Director:

- Provided update of the fire recovery.

Supervisor Peters:

- Concerns floating through the community – accessing contractors, request to see if the County can facilitate a local assistance center specific to planning.

Wendy Sugimura:

- Wanted to recognize Jason Davenport and Don Nunn for doing the trailer inspections. It was a great deal of work. They put in long hours and went above and beyond.
- Recognized the remaining staff.

C. Airport Road/Hot Creek Road Project - Start Date, Duration, Traffic Control

Departments: Public Works Engineering

(Chad Senior, Associate Engineer) - This item is a brief oral update on the Airport Road project to provide public information on the project start date, duration, and expected traffic delays. Parties interested in potential delays along Airport Road (serving the Mammoth Yosemite Airport) and Hot Creek Road should view this item, and/or visit the County Project web page at: <https://monocounty.ca.gov/engineering/page/projects-notices-1>

Action: None.

Chad Senior, Associate Engineer:

- Presented item and gave public notice of road construction on Airport Rd. and a portion of Hot Creek Hatchery Rd.

D. Letter to Los Angeles Department of Water and Power and U.S. Fish and Wildlife Service Regarding Long Valley Adaptive Management Plan for Bi-State Sage Grouse

Note:

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

Departments: County Counsel

(Stacey Simon, County Counsel) - Letter to the Los Angeles Department of Water and Power (LADWP) and U.S. Fish and Wildlife Service (USFWS) regarding LADWP's Long Valley Adaptive Management Plan for Bi-State Sage-Grouse.

Action: Approve and authorize the Chair to sign proposed letter as revised.
Duggan moved; Gardner seconded.

Vote: 5 yes, 0 no

M21-97

Stacey Simon, County Counsel:

- Introduced item. Presented letter and its revisions.

E. Amending Mono County Code Title 9 - Animals

Departments: CAO

(John Craig, Assistant CAO, Malinda Huggins, Animal Control Coordinator) - Proposed Ordinance Amending Mono County Code Title 9 to Change the Name of the Mono County Department of Animal Control to the Mono County Department of Animal Services and Change the Method by which Dogs are Licensed.

Action: Introduce, read title, and waive further reading of proposed ordinance as amended.

Peters moved; Gardner seconded

Vote: 5 yes, 0 no

M21-98

Malinda Huggins, Animal Control Coordinator:

- Introduced item.

John Craig, Assistant CAO:

- Explained the changes.

Stacey Simon:

- Detailed changes being discussed.
- Red-lined version of code is available on website.
- Recognized Christy Milovich for her work on the project.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

Moved to Board Reports.

9. CLOSED SESSION

Note:

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

*Closed Session: 11:30 AM
Reconvened: 1:02 PM*

No action to report out of Closed Session.

Item 9c was postponed to May 4.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, Dave Wilbrecht, and Anne Frievalt. 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

C. Closed Session - Initiation of Litigation

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

No one spoke.

11. REGULAR AGENDA - AFTERNOON

A. PUBLIC HEARING: Consideration of Tioga Inn Specific Plan Amendment #3

Departments: Community Development

PUBLIC HEARING: 1:00 PM (4 hours)

(Wendy Sugimura, Gerry LeFrancois) - Public hearing regarding Tioga Inn Specific Plan Amendment to amend the 1993 Tioga Inn Specific Plan (1993 Specific Plan and EIR) located at 22, 133, and 254 Vista Point Road in Lee Vining and consisting of four parcels (APN 021- 080-014, -025, -026 & -027). The Specific Plan Amendment proposes up to 150 new workforce housing bedrooms in up to 100 new units, a third gas-pump island with

Note:

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overhead canopy, additional parking to accommodate on-site guest vehicles as well as a general-use park-and-ride facility and bus parking for Yosemite transit vehicles, a new package wastewater treatment system tied to a new subsurface drip irrigation system, replacement of the existing water storage tank with a new tank of the same size in the same area, a new 30,000-gallon on-site propane tank (eventually replacing the existing five on-site tanks), modification to the boundaries and acreage of designated open space, and modification of parcel boundaries. The 1993 approvals, which include a two-story, 120-room hotel and full-service restaurant on the site, remain in effect regardless of whether the Proposed Amendment is approved.

Action:

1) Receive staff report and presentation, hold public hearing, and receive public testimony on the Tioga Inn Specific Plan Amendment #3 (“Project”) and Alternative #7-Hybrid Plan (“Preferred Alternative”) (Attachment 1).

Option 1: Approve the Project and Preferred Alternative #7 or with Further Modifications.

Adopt proposed Resolution (Attachment 2): 1) adopting the Mitigation Monitoring and Reporting Program as recommended by the Planning Commission as revised, or with further modifications; and 2) making the required findings and approving the Project (Preferred Alternative #7) as presented or with further modifications. Direct staff to file a Notice of Determination pursuant to the California Environmental Quality Act.

Option 2 – Deny the Project.

Determine that the unavoidable environmental impacts and risks identified in the Final Subsequent Environmental Impact Report (FSEIR) for the project are not outweighed by the economic, legal, social, technological, or other benefits of the project and deny the project. Additionally, the Board may determine that one or more of the Specific Plan findings in the proposed Resolution cannot be made.

Option 3 – Continue the Public Hearing.

Set a new date and time for a continued public hearing and provide specific direction to staff about actions to take prior to the Board considering the project. Based on currently known Board meeting capacity, the recommendation is for May 11 or May 18 at 1:00 pm.

Supervisor Corless:

- Recused herself because her family is an owner of the Tioga Pass Resort and some of the employees of the Resort are housed at the Tioga Inn property, thereby creating a financial conflict of interest.

Public hearing opened: 1:05 PM

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Wendy Sugimura, Community Development Director:

- Introduced item.
- Went through PPT Presentation.

Dennis Domaille, Applicant

- This project is about providing much needed housing.
- Read from communication between Megan Mallowney, Acting District Ranger, and his wife Jane, asking about available housing.

Public Comment:

Geoff McQuilkin
Winter King, Attorney from the firm representing the Mono Lake Committee
Margaret Eissler
Gary Nelson
Lily Pastel
Kris Hohag
Marissa Leonard
Nora Livingston
Paul McFarland
Austin
Elin Ljung
Santiago Escruceria, Lee Vining Fire District Chair
Bartshe Miller
Kathy Bancroft
Dean Tonenna
Janet Carle
Andrew Youssef
Heidi Torix, Eastern Sierra Unified School District Superintendent
Raymond Andrews
Dorothy Alther
Charlotte Lange

Public hearing closed: 2:56 PM

(First Motion)

Continue the Public Hearing to May 20, 2021 (Option 3).

Gardner moved; Duggan seconded

Vote: 2 yes, 2 no; 1 abstain

Motion Failed.

Supervisor Kreitz:

- If there were clear objectives it would be easier to support continuing. Requests are at time vague, and others they are not achievable. The EIR cannot be opened again.

2 Yes (Gardner, Duggan); 2 No (Peters, Kreitz)

(Second Motion)

Adopt proposed Resolution (Attachment 2): 1) adopting the Mitigation Monitoring and Reporting Program as recommended by the Planning

Note:

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Commission as further revised; and 2) making the required findings and approving the Project (Preferred Alternative #7) as presented or with further modifications. Direct staff to file a Notice of Determination pursuant to the California Environmental Quality Act; and, 3) Defense and indemnification as set forth in paragraph 8 of the County's "Agreement for the Provision of Project Evaluation, Environmental Review, and Processing Services," which has been signed by the applicant, is required; and, 4) If desired, the Kutzadika'a Tribe may extend an invitation to the applicant to meet and consider measures to address the Tribe's concerns, and the applicant shall accept. Any agreement(s) submitted to the County within six months of the approval of the Tioga Inn Specific Plan Amendment #3 that is/are (1) legal, (2) within the County's jurisdictional authority, (3) signed by both the Tribe and applicant, and (4) do not result in changes to the project that would require additional environmental review shall be retroactively incorporated into and enforceable through the approved Specific Plan; and, (4) any gate(s) installed on the emergency egress road shall be designed as a break-away gate to ensure locks do not impede egress access.

Peters moved; Kreitz seconded

Vote: 2 yes, 2 no; 1 abstain

Motion Failed.

Supervisor Gardner:

- Opposes the motion. The sovereign nation deserves special treatment. The Board has an obligation to reach out to them and to go a step further.

2 yes (Peters, Kreitz); 2 no (Gardner, Duggan)

(Third Motion)

Determine that the unavoidable environmental impacts and risks identified in the Final Subsequent Environmental Impact Report (FSEIR) for the project are not outweighed by the economic, legal, social, technological, or other benefits of the project and deny the project. Additionally, the Board may determine that one or more of the Specific Plan findings in the proposed Resolution cannot be made.

Gardner moved; Duggan seconded

Vote: 2 yes, 2 no; 1 abstain

Motion Failed.

2 Yes (Gardner, Duggan); 2 No (Kreitz, Peters)

(Fourth Motion)

Continue the hearing to a date not specified.

Gardner moved; Duggan seconded

Vote: 2 yes, 2 no; 1 abstain

Motion Failed.

2 Yes (Gardner, Duggan); 2 No (Kreitz, Peters)

Break: 4:00 PM

Reconvene: 4:10 PM

Note:

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Stacey Simon:

Confirmed that a split vote operates as a denial.

12. BOARD MEMBER REPORTS

Supervisor Corless:

- Fire prevention/project meetings: Two Regional Forest and Fire Capacity Program-related meetings dealing with upcoming CAL FIRE grant opportunities, one regarding a proposed region-wide wildfire prevention education program and a meeting among Mammoth-area fire agencies to inform about RFFCP and to coordinate efforts. Also attending the monthly Eastern Sierra Climate and Communities Resilience Project (aka Mammoth donut) meeting and heard presentations on other landscape-level forest health projects in California and Arizona, good lessons about the challenges they face.
- Weekly Justice, Equity, Diversity, Inclusion working group meeting: finalizing work program with Dr. Cameron Wedding, looking to bring another update to BOS at last meeting in May.
- Yosemite Area Gateway Coordination Team weekly meeting
- NACo Public Lands Steering Committee meeting
- RCRC planning--looking forward to welcoming RCRC staff to Mammoth later this week.

Supervisor Duggan:

- 15th, attended the second session of the Strength in Leadership workshop. Excellent example of managing staff from strength.
- Participated in Mammoth Lakes Tourism and Mammoth Lakes Chamber of Commerce events roundtable.
- Worked with IMACA Executive Director, got an update on a lot of the programs that IMACA is working on.
- Attended the redistricting webinar.
- Met with several residences regarding issues important to District 2.

Supervisor Gardner:

- On Wednesday April 14 I participated in a meeting of the Regional Forest and Fire Capacity Program (RFFCP). We discussed possible grant applications for Eastern Sierra wildfire prevention education and outreach programs.
- Also, on Wednesday the 14th I attended the monthly meeting of the Mono Basin RPAC. Topics discussed included the public process for considering discretionary projects and updates on selected pending projects.
- On Wednesday April 14 I attended the weekly meeting of the County Justice, Equity, Diversion, and Inclusion Committee.
- On Thursday April 15 I participated in several meetings. These included:
 - A meeting with the Dispersed Camping subcommittee leads on the status of their action plans;
 - A meeting with the Eastern Sierra Climate and Communities Resilience Project (ESCCRP). We heard from a panel of speakers about successful land restoration projects across the West;
 - A Town Hall meeting with our US House Representative Jay Obernolte; and

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- A meeting with June Lake residents about proposed projects in the community.
- On Friday, April 16 I again participated several meetings and briefings. These included:
 - A NACO briefing with US Secretary of Agriculture Tom Vilsack about the proposed Infrastructure or American Jobs Act. This legislation, if enacted by the Congress, could provide funds for many Mono County projects, including broadband, water and sewer systems, transportation, and housing. Especially interesting for us is a provision that would support development of biomass facilities.
 - A NACO Public Lands Committee meeting. We received an update on several pending items of legislation and reviewed briefings between NACO and the Biden Administration.
 - A briefing on California Redistricting from CSAC and RCRC. This was very useful in providing information about the upcoming process.
 - A meeting of the Yosemite Area Recreation Task Force. This meeting provided informative updates from several different agencies about preparation for their spring and summer tourist seasons.
 - A tour with our CAO Bob Lawton of the June Lake and Lee Vining areas. I appreciate CAO Lawton's time and willingness to get out into each of our districts.
- Finally, last night I led a meeting in June Lake with SCE representatives to talk about four issues important to the community. These included vegetation management (tree trimming), planned helicopter flights to support work on the Gem Lake valve replacement project, concerns with recently replaced streetlights in June Lake Village, and the SCE Relicensing process for the Rush Creek Dam System.

Supervisor Kreitz:

- Last week had a meeting with Congressman Obernolte regarding the Affordable Housing Credit Improvement Act seeking his support. Plugged our community funding project.
- CSAC Legislative Conference has a lot of good events.

Supervisor Peters:

- 13th, attended the Bridgeport RPAC, they created a community survey to discuss the needs / wants of the Bridgeport valley. They would like to present at a future Board meeting. Also discussed a route going into Bridgeport on private roads for ATV / UTVs.
- 15th, met with NACo Arthur Scott, head of Broadband Task Force. Met with Jeff Neil and Santa Clara Supervisor Cindy Chavez to discuss broadband more and how to align California with what is happening nationally, and how to get funding into local hands. Also discussed next steps with NACo Broadband Task Force.
- Later, attended the Mammoth Voices Town Hall with Congressman Jay Obernolte.
- 16th, attended WIR Board Meeting / Public Lands Steering Committee.
- Attended redistricting webinar.
- CSAC Legislative Conference tomorrow and Thursday.

Moved to Closed Session

Note:

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ADJOURNED AT 4:19 PM.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**SCHEEREEN DEDMAN
ASST. CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes - May 4, 2021

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the Regular Meeting on May 4, 2021.

RECOMMENDED ACTION:

Approve the Board Minutes from the Regular Meeting on May 4, 2021.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[DRAFT Minutes](#)

History

Time	Who	Approval
5/26/2021 10:11 AM	County Counsel	Yes
5/25/2021 5:07 PM	Finance	Yes
5/27/2021 9:54 AM	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.
Teleconference Only - No Physical Location

**Regular Meeting
May 4, 2021**

Backup Recording	Zoom
Minute Orders	M21-99 – M21-109
Resolutions	R21-30 – R21-34
Ordinance	ORD21-03

9:00 AM Meeting Called to Order by Chair Kreitz.

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

None.

2. RECOGNITIONS

A. Proclamation Designating the Month of May 2021 as Mental Health Month

Departments: Behavioral Health

(Robin Roberts, Behavioral Health Director) - Each year millions of Americans face the reality of living with a mental illness. In designating May 2021 as Mental Health Month, Mono County joins the national movement to raise awareness about mental health and to provide education and reduce

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stigma around mental health. Mono County Behavioral Health has planned activities and events to recognize Mental Health Month.

Action: Approve proclamation designating May 2021 as Mental Health Month, hear report on activities planned to recognize Mental Health Month.

Corless motion. Peters seconded.

Vote: 5 yes, 0 no

M21-99

Supervisor Kreitz:

- Read proclamation

Supervisors acknowledged and expressed thanks to Behavioral Health Department staff.

Amanda Greenberg, Program Manager:

- Presented May Mental Health Awareness Month activities

Robin Roberts, Behavioral Health Director:

- Expressed gratitude to Behavioral Health staff

Staff Comments:

- Nate Greenberg
- Sheriff Braun

B. Retirement Recognition of Steve Connett for His Years of Service with Mono County

Departments: Information Technology

(Nate Greenberg, IT Director) - Steve Connett has been an employee of Mono County for more than 26 years, dating back to 1979. After serving in a number of different roles, he will be retiring from the position of GIS Technician in the Department of Information Technology on May 14, 2021.

Action: Adopt Resolution recognizing Steve Connett for his years of service with Mono County.

Corless motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-100

Supervisor Kreitz:

- Read resolution

Nate Greenberg, IT Director:

- Recognized Steve Connett

Staff comments:

- Kirk Hartstrom
- Joel Hickok
- Olivia Hollenhorst

Public Comment:

- Fred Stump

Note:

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Supervisors acknowledged and expressed thanks to Steve Connett.

Steve Connett, GIS Technician:

- Thanks to the Board and Nate for having the faith in him to wrap up his career with Mono County as he has.

C. Retirement Recognition of Rick Williams for His Years of Service with Mono County

Departments: Social Services

(Krista Cooper, Michelle Raust, Kathy Peterson, Dept of Social Services) - Proposed resolution of the Mono County Board of Supervisors recognizing Rick Williams for his years of service to Mono County and the Department of Social Services.

Action: Adopt Resolution recognizing Rick Williams for his years of service with Mono County.

Duggan motion. Gardner seconded.

Vote: 5 yes, 0 no

M21-101

Supervisor Duggan:

- Read resolution

Kathy Peterson, Krista Cooper, Michelle Raust, Pat Espinosa, Social Services Staff:

- Recognized Rick Williams

Gordon Greene:

- On behalf of self and Mono County, thank you for military and civilian service

Public Comment:

- Fred Stump

Supervisors acknowledged and expressed thanks to Rick Williams.

Rick Williams, Senior Services Site Attendant:

- Thank you to everyone

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

Bob Lawton, CAO:

- Attending meetings of the JEDI Working Group, Workforce Wellbeing Committee
- Preparations for the upcoming County Budget
- Saw about 50% of District 2 with Supervisor Duggan
- Participated in panel for CSAC Legislative Conference – response to COVID as a workplace
- Continue working on defining our classification and compensation study for at-will employees
- Mono County Jail – Sheriff and Public Works
- Broadband opportunity workshop

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4. DEPARTMENT/COMMISSION REPORTS

Ingrid Braun, Mono County Sheriff:

- Fishmas update

Janet Dutcher, Finance Director:

- Upcoming finance items

Justin Nalder, Solid Waste Superintendent:

- On April 22, in coordination with High Sierra Energy, hosted a hands-on workshop for the schoolchildren of Lee Vining Elementary.

Robin Roberts, Behavioral Health Director:

- Mental Health Awareness activities
- Mammoth Lakes Chamber of Commerce Awards - Kasandra Montes was awarded the Hidden Hero Award

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 - April 6, 2021

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meeting on April 6, 2021.

Action: Approve the Board Minutes from the Regular Meeting on April 6, 2021.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-102

B. Letter of Support for Inyo County Request for Funds for SBDC

Departments: Board of Supervisors, sponsored by Supervisor Gardner

Letter in support of Inyo County's request for funds towards the establishment of a regional small business development center (SBDC).

Action: Approve letter as presented and authorize Board chair to sign.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-103

C. Amending Mono County Code Title 9 - Animals

Departments: CAO, County Counsel, Animal Services

The Department of Animal Control has operated for several decades, caring for animals throughout Mono County and sheltering and caring for them. To better align the functions of the department, we are requesting to change the name of the department.

Note:

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Action: Approve Ordinance ORD21-03, Amending Mono County Code Title 9 to Change the Name of the Mono County Department of Animal Control to the Mono County Department of Animal Services and Change the Method by which Dogs are Licensed.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

ORD21-03

**D. Mono Basin Regional Planning Advisory Committee (RPAC)
Appointments**

Departments: Community Development

Consider appointments of Ronda Kauk and Kevin Brown to the Mono Basin RPAC for four-year terms.

Action: Appoint Ronda Kauk and Kevin Brown to the Mono Basin RPAC for four-year terms as recommended by Supervisor Gardner.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-104

E. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 3/31/2021.

Action: Approve the Treasury Transaction Report for the month ending 3/31/2021.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-105

F. Quarterly Investment Report

Departments: Finance

Investment Report for the Quarter ending 3/31/2021.

Action: Approve the Investment Report for the Quarter ending 3/31/2021.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

M21-106

G. Allocation List Amendment - Information Technology Lead Developer

Departments: Information Technology

This item will create a new Lead Developer position in the Information Technology Department which will help better serve the needs of the organization and our constituents as we continue to push forward initiatives aimed at improving transparency, accessing government resources online, and streamlining business operations.

This request is to amend the Mono County Allocation List to add one new

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Lead Developer position to the IT Department and remove one GIS Technician III position for a net-zero change in FTEs.

The individual currently serving in the GIS Specialist III will move into the new Lead Developer position. Behind this move will be the promotion of existing staff.

Action: Adopt Resolution R21-30 modifying the Mono County Allocation List as indicated.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-30

H. Allocation List Amendment - Social Services Department

Departments: Social Services

Proposed changes to the Mono County list of allocated positions serving the Social Services Department in order to consolidate span of control, and increase decision-making autonomy within the Staff Services Analyst group.

Action: Adopt proposed resolution authorizing the County Administrative Officer to amend the County of Mono list of allocated positions to delete one 1.0 FTE Staff Services Analyst I/II and add one 1.0 FTE Supervising Staff Services Analyst.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-31

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence.

A. Letter from Wildlife Conservation Board (WCB) re: Sierra Nevada Aquatic Research Laboratory (SNARL) Facilities Enhancement

The Wildlife Conservation Board (WCB), in addition to other responsibilities, carries out a program that includes granting funds to the University of California's Natural Reserve System for the construction and development of facilities. WCB proposes to consider the allocation of funds for a grant to complete facilities enhancements at the Sierra Nevada Aquatic Research Laboratory (SNARL) in Mono County.

Note:

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7. REGULAR AGENDA - MORNING

A. Southern California Edison (SCE) Customer Service Re-Platform Project

Departments: Board of Supervisors, sponsored by Supervisor Kreitz
(Southern California Edison Staff: Calvin Rossi, Lori Blackwell, Sandy Gabriel) - Southern California Edison (SCE) staff will provide an update on their new Customer Service Re-Platform Project.

Action: None.

Calvin Rossi, Lori Blackwell, SCE staff:

- Presentation – reviewed new customer information and billing system, customer benefits, changes, and new help center

B. Letter to Inyo National Forest Regarding Kore USA Ltd.'s Long Valley Exploration Drilling Project

Departments: Community Development

(Wendy Sugimura, Community Development Director) - Proposed comment letter to the Inyo National Forest regarding the Kore USA Ltd.'s Long Valley Exploration Drilling Project. The Inyo National Forest initiated a 30-day scoping period on April 7, 2021 and comments are due May 6, 2021 via the project's website at <https://www.fs.usda.gov/project/?project=59294>.

Action: Approve and authorize the Chair to sign the final letter as updated by Board direction and discussion for submittal by the May 6 deadline.

Gardner motion. Corless seconded.

Vote: 5 yes, 0 no

M21-107

Wendy Sugimura, Community Development Director:

- Reviewed letter

Gordon Martin, Inyo National Forest District Ranger:

- Addressed process for further public engagement and comment
- Information is being released as it becomes available for release – currently early in the process
- Surveys by EnviroMINE to conduct environmental analysis for mining operation

Marc Leduc, Kore USA Ltd.:

- The approval of the plan doesn't grant any right to move ahead with building a mine
- Any additional proposed work would need to be approved by the US Forest Service, and in the case of the proposed mining project, that would include complete NEPA EIS and CEQA EIR
- Small project – planning on disturbing less than 1 acre

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Public Comment:

- Jora Fogg, Friends of the Inyo
- Lynn Boulton, Range of Light Group
- Chris Bubser

Stacey Simon, County Counsel:

- If this project gets to the phase where actual mining extraction is proposed, Mono County would be a permitting agency.
- Not only does the Board potentially have a role in reviewing the permitting applications and determining whether the analysis and information provided is acceptable, but also in imposing mitigations, conditions to protect local environmental habitat.

Supervisor Corless:

- Direction to staff on follow up letter regarding providing more analysis of draft operations plan

Break: 11:30 AM

Reconvened: 11:35 AM

C. Inyo National Forest Presentation on Prescribed Fire Management Program and Plans for Managing Recreation

Departments: Board of Supervisors, sponsored by Supervisor Duggan

(Inyo National Forest Staff: Forest Supervisor Lesley Yen, District Ranger Gordon Martin, Fire Chief 1 Taro Pusina, District Ranger Megan Mallowney) - Inyo National Forest staff will present prescribed fire plans for this and future seasons as well as discuss how the approval process works, what mitigations are in place, etc. Additionally, staff will discuss plans for managing recreation this summer.

Action: None.

Lesley Yen, Forest Supervisor:

- Introduced item
- Comments: <https://www.fs.usda.gov/contactus/inyo/about-forest/contactus>

Taro Pusina, Fire Chief 1:

- Wildland fire and fuels management PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-115>) – background, human and lightning caused fires, wildland fire response criterion, fire desired conditions, fire goals, strategic fire management zones, community wildfire protection zone, general wildfire protection zone, wildfire restoration zone, wildfire maintenance zone, prescribed fire, mechanical and timber treatments, 2021 fuels treatments
- Grant Lake fire risk

Megan Mallowney, District Ranger:

- Reviewed operations at Mono Lake
- Public information and education will be first and foremost
- Staffing gaps

Note:

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Gordon Martin, District Ranger:

- Working in cooperation with the Town of Mammoth Lakes – plowing roads in Lakes Basin
- Mammoth Lakes Visitor Center

Public Comment:

- Sarah Walsh – Grant Lake usage
- Amanda Mascia – education

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

*Break: 12:58 PM
Reconvened: 1:05 PM*

Moved to Item 11.

9. CLOSED SESSION

*Closed Session: 3:01 PM
Reconvened: 3:44 PM*

No action to report out of Closed Session.

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. 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 Public Safety Officers Association (PSO). Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 1:00 P.M.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

None.

Note:

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11. REGULAR AGENDA - AFTERNOON

A. PUBLIC HEARING: Short-Term Rental Activity Permit (STR 21-001/Stone)

Departments: Community Development - Planning

(Kelly Karl, Associate Planner) - Public hearing regarding Short-Term Rental (STR) Activity Permit 21-001/Stone, an owner-occupied short-term rental use of an attached one-bedroom unit at 116 Crowley Lake Drive (APN 060-030-018) in Long Valley. The Land Use Designation (LUD) is Estate Residential (ER). Maximum occupancy is two people and one vehicle.

Action:

- 1) Hold a public hearing, receive testimony, deliberate, and make any desired changes;
- 2) Find that the project qualifies as a Categorical Exemption under CEQA guidelines 15301 and direct staff to file a Notice of Exemption;
- 3) Make the required findings as contained in the project staff report; and
- 4) Approve STR Activity Permit 21-001 subject to the findings and conditions as recommended or with desired modifications.

Public Hearing Opened: 1:10 PM

Kelly Karl, Associate Planner:

- Presented item

Public Comment:

- Amanda Stone – project proponent

Public Hearing Closed: 1:29 PM

Duggan motion. Corless seconded.

Vote: 4 yes, 1 no

M21-108

B. Housing Element Annual Progress Report

Departments: Community Development

(Bentley Regehr, Planning Analyst) - Presentation by Bentley Regehr regarding the Housing Element Annual Progress Report.

Action: None.

Wendy Sugimura, Community Development Director:

- Reviewed permits issued in 2020
- On track to meet RHNA allocations

Note:

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C. Employment Agreement - Acting HR Director

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Ryan Roe as Acting Human Resources Director and prescribing the compensation, appointment and conditions of said employment.

Action: Announce Fiscal Impact. Approve Resolution R21-32, approving a contract with Ryan Roe as Acting Human Resources Director and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The incremental cost increase is \$4,238 per month, of which \$3,660 is salary and \$578 is benefits. There is sufficient budget to cover this increase.

Peters motion. Corless seconded.

Vote: 5 yes, 0 no

R21-32

Bob Lawton, CAO:

- Presented item

D. COVID-19 (Coronavirus) Update

Departments: Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director) - Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

Action: None.

Bryan Wheeler, Public Health Director:

- PPT presentation (can be found under Supporting Documents on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-115>) – 7-day metrics, Blueprint for a Safer Economy, CDC recommendation to resume use of J&J vaccine, CDC issues public health recommendations for fully vaccinated people, Walk-in vaccination clinic schedule, testing

E. Mountain View Fire Update and Review of Emergency Declarations

Departments: Mountain View Fire Emergency Operations Center

(Justin Nalder, EOC Director) - Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

Note:

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

Action: Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Kreitz motion. Peters seconded.

Vote: 5 yes, 0 no

M21-109

Justin Nalder, EOC Director:

- Well into Stage 3 of recovery
- Approximately 75% through remediation efforts
- Issues with potential hazardous debris in irrigation ditch – alternative plans
- Intermediate housing – working with City of LA to procure trailers. Finalizing agreement for 36 trailers.
- Nevada Resiliency Project workshop on May 15

F. Solid Waste Parcel Fee Program, FY21-22; Solid Waste Fee Agreement with the Town of Mammoth Lakes

Departments: Public Works - Solid Waste

(Justin Nalder, Solid Waste Superintendent) - Extension, without increase, of Mono County Solid Waste Fee Program for Fiscal Year 2021-2022 and accompanying agreement with the Town of Mammoth Lakes to continue to implement the fee within the Town for one or two years (depending on a determination to be made by the Town).

Action:

- 1) Approve and authorize the Chair's signature on Resolution R21-33, Authorizing Implementation of a Solid Waste Fee Agreement with the Town of Mammoth Lakes for the Period of July 1, 2021 through December 31, 2022 [or 2023]
- 2) Approve and authorize the Chair's signature on Resolution R21-34, Extending and Re-Establishing the Mono County Solid Waste Fee Program for Fiscal Year 2021-2022.

Gardner motion. Duggan seconded.

Vote: 5 yes, 0 no

R21-33, R21-34

Justin Nalder, Solid Waste Superintendent:

- Presented item

Note:

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12. BOARD MEMBER REPORTS

Supervisor Corless:

- April 20-25
 - CSAC Legislative Conference April 21-22
 - Yosemite Area Gateway Coordination Team meetings (also week of April)
 - Town Council April 21, presentation by Suddenlink, encourage county and town engaging in broadband access planning and solutions.
 - Forest Management Workforce webinar
 - RCRC staff visit to Mono to plan June meeting, thanks to new CEO Pat Blacklock
 - On behalf of NACo, National Forest Foundation/USFS listening session on the Great American Outdoors Act, good opportunity to provide county feedback on this effort to address forest infrastructure issues.
- April 16-May 2
 - Planning meeting for new Wildfire and Forest Resilience Task Force, May 20 is first meeting
 - RCRC Board Meeting—highlights document here: https://www.rcrcnet.org/sites/default/files/useruploads/Meetings/Board_of_Directors/2021/April_28_2021/BoardMeeting_Highlights_April_28_2021_FINAL.pdf
 - Question on county engagement
 - California Chronic Disease Prevention Leadership Team Meeting: invited to participate in a panel on county efforts to recognize racism as a public health crisis, appreciated the discussion and learn more about the public health perspective and other counties' efforts.
 - CA Natural Resources Agency 30 by 30 regional listening session for Sierra Nevada: <https://resources.ca.gov/Initiatives/Expanding-Nature-Based-Solutions>
 - Collaborative Planning Team meeting; said goodbye to Bridgeport District Ranger Jan Cutts, many thanks to her for her service.
 - RCRC broadband opportunity workshop, exploring opportunities for open access broadband and possible RCRC investment (see more about RCRC's broad ba
 - As new Great Basin Unified Air Pollution Control District member, toured dust mitigation projects on Owens Lake with Air Pollution Control Officer Phill Kiddoo
 - Dispersed camping planning, MLT community coffee, also discussion/correspondence from constituent concerned about need for safe parking/camping and respecting unhoused residents who use the forest legally.
 - California Biodiversity Council meeting, discussing 30 by 30
 - Eastern Sierra Sustainable Recreation Partnership Meeting: look for full climate assessment presentation at Town Council/Planning Ec. Development Commission May 12.

Supervisor Duggan:

- 04/21/21 – CSAC Annual Legislative Conference
 - Policy Committee Meeting – AENR - The Agriculture, Environment, and Natural Resources (AENR) Policy Committee is responsible for the review of state budget items and ballot measures, and state/federal legislative and regulatory proposals that affect agriculture, the environment, and natural resources.

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- Policy Committee Meeting – HLT - The Housing, Land Use and Transportation (HLT) Policy Committee is responsible for reviewing state and federal legislative proposals, state budget items, ballot measures, and regulatory proposals focused on housing, land use, transportation, and tribal and intergovernmental relations.
- Resiliency Advisory Board Meeting – CSAC Legislative Representative Catherine Freeman discussed the recent Board of Forestry Wildfire Building regulation changes and how CSAC is working towards more clarity and less restrictions for building.
- Policy Committee Meeting – AOJ - The Administration of Justice (AOJ) Policy Committee has responsibility for a broad array of justice-related issues that includes juvenile justice; probation; courts; local law enforcement; adult and juvenile detention; and all county functions connected to the civil 5 and criminal justice systems. The committee has primary responsibility for the development of policies relating to the administration and financing of the various county programs under its purview.
- Policy Committee Meeting – GFA - The Government Finance and Administration (GFA) Policy Committee is responsible for all issues relating to finance, general government operations, and employee relations. An area of discussion was upcoming changes to the Brown Act regarding in person and virtual meeting rules.
- CSAC – Rural Caucus Meeting – Attended with my other supervisors. It was an opportunity to share ongoing challenges and success from the past year.
- CSAC Networking Event: Virtual Mingler – I participated with Supervisor Peters in various breakouts that allowed us to get to other county representatives.
- 4/22/21 - CSAC Annual Legislative Conference
 - Workshop: Understanding the Basics for Housing is Financed and Built – This workshop provided counties with an overview of how affordable housing is created and financed. and will include a discussion on the creative financing strategies key players often use to make housing projects come together by combining multiple funding sources.
 - Workshop: Reimagining the World of Work – Our own CAO Lawton was a presenter at a discussion on resilience and readiness to anticipate our new world and its productive workplace.
 - Women’s Leadership Forum – I participated in the roundtable discussions focused on communicating with constituents, mental health, and childcare.
 - District 2 Tour with Inyo Mono Veterans Affairs Officer Gordon Greene – I met with Gordon and gave him a driving tour of northern District 2. We were able to see the Long Valley Fire Station (and meet with Former Supervisor Fred Stump,) see the Crowley Lake Community Center, stopped at Crowley Lake Marina, Tom’s Place Resort, Rock Creek Canyon, Sunny Slopes. Gordon was able to meet constituents with resource to help him with his community outreach.
- 4/23/21 – District 2 Tour with CAO Lawton – I was able to repeat many stops on yesterday’s tour with CAO Lawton, adding a stop at Hot Creek Resort. I want to thank both Gordon and Bob for meeting with our folks in District 2 and look forward to familiarizing them with the rest of district on our next adventure.
- 4/27/21 –
 - Economic Development, Tourism and Film Commission – I attended the Commission where there were recaps of the weekend’s fishing events

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and visitation. There was also a discussion of new funding resources and CDBG grants and financial assistance programs for small business.

- MLCC Pandemic Awards – I attended the virtual award ceremony honoring those Chamber members who exceeded the limits of what all believed was possible last year to persevere. The participate list was long and inclusive and as always, it was an honor to be nominated. Congratulations to the winners and honorees.
- 4/27/21 –
 - LAFCO – I participated in the Local Agency Formation Commission with Chair Kreitz on the discussion of LAFCO's role as an agency, pending property tax updates for MMSA and the Snowcreek Annexation, and reviewed the preliminary budget.
 - CSA1 – I attended the CSA1 meeting where the discussion included their Community Improvement Projects and Program and the need for an updated work schedule.
 - TGMD – I attended the Tri-Valley Groundwater Management District meeting where there was discussion of next steps for regaining their GSA status and district boundary issues. They are scheduling a workshop for June to include planning of district activities, financing, advisory board appointees, and other topics.
- 4/28/21 – IMACA –
 - I met with the ED and staff at IMACA to review upcoming programs and focus of the organization.
 - I visited business in the TriValley area to see how they were faring with lifting of restrictions and moving through tiers of opening.
- 4/29/21 – MLCC Community Coffee – I attended a webinar hosted by MLT/MLCC that featured a presentation from Paul McFarland on the Dispersed Camping Committee. It was great to see all the work, organization, and tools that are being developed to educate and inform users and I look forward to sharing with these resources.

Supervisor Gardner:

- On Wednesday April 21 I participated in several meetings. These included:
 - Two CSAC Conference meetings, the Agriculture, Environment, and Natural Resources Committee, and the Housing, Land Use and Transportation Committee.
 - The weekly meeting of the County Justice, Equity, Diversity, and Inclusion Working Group. This group is continuing to focus on building an action plan for carrying out the County's goals in this area.
 - The first meeting of the Juvenile Justice Coordinating Council. This purpose of this meeting was to get this new group organized as required by recent state legislation.
 - A brief presentation about the Dispersed Camping project at an Earth Week event in Mammoth.
 - The monthly meeting of the Mono Basin Fire Safe Council. We discussed further work on potential grant applications and moving forward on some projects for the summer.
- On Thursday April 22 I participated in an Earth Day event in Lee Vining with several residents and children from Lee Vining Elementary School. It was great to see the children having fun on a field trip.
- On Friday April 23 I joined a Zoom meeting with several Mono Basin residents and public lands officials to talk about the possibility of purchasing a mobile trailer for use at the Visitor Centers and other venues. This would provide the

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opportunity to get information to visitors by going to selected locations around the Eastern Sierra with a mobile presence.

- Also, on Friday April 23 I participated in an ESSRP Partners meeting to discuss criteria and other factors that will be considered is assessing the 183 improvement projects identified in the ESSRP process last year.
- On Tuesday April 27 I made a brief public comment at the LA Department of Water and Power Board of Commissioners meeting in support of the Mono Basin Restoration Project. This project will improve the Rush Creek, Parker Creek, Walker Creek, and Lee Vining Creek ecosystems, and was approved by the Board at this meeting.
- On Tuesday April 28 I listened to a presentation hosted by NACO and the White House about the Biden Administration's American Families Plan. This proposed legislation if enacted, has the potential of providing significant education, childcare, and economic assistance for residents of Mono County.
- On Thursday April 29 I participated with Supervisor Corless in the Collaborative Planning Team meeting. We heard several interesting updates from the various attendees at the meeting.
- Yesterday I attended with Supervisor Corless the monthly ESSRP meeting. In addition to the regular updates from each of the participants, we heard an interesting presentation about the economic impact of climate change in the Eastern Sierra. The point made was that the economic impact in our region goes far beyond simply our own area because of watershed and wildfire concerns.
- Finally, last night I participated in an interesting presentation hosted by Mammoth Voices from a professor at UCSB. Her topic was misinformation and fake news, how it spreads, and what can be done about it.

Supervisor Kreitz:

- April 21 -22 I attended the CSAC Legislative Conference, including the general session, the Housing, Land-use and Transportation Committee meeting, Women in Leadership Forum, the housing development workshop and the CSAC Board meeting.
- May 3rd I participated in the CCRH Legislative Committee meeting. We discussed the momentum of the Governor's May Revise Budget including an estimated \$3B for clearing the backlog of shovel ready affordable housing developments that have already received HCD funding, but are waiting on LIHTCs to round out their financing. We discussed the state's Emergency Rental Assistance Program, and received an update on AB880 the disasters bridge funding proposal.
- MLH had it's regular, monthly board meeting the evening of May 3. The Board appointed Heidi Steenstra to the Board, approved the MLH 3rd quarter financials, reviewed the draft 2021-22 budget, received an informational presentation on the Town's 2002 Measure A fund allocations and determined we will need a special meeting prior to our June regular meeting to address the LISC contract, carry-over fund allocation, and the Sierra Housing Advocates 3rd quarter financials.

Supervisor Peters:

- Attended two days of CSAC Legislative Conference on the 21st and 22nd – highlights included policy committees, resiliency working group, rural caucus, broadband updates, presentation by Alex Padilla
- 23rd: met with RCRC president Pat Blacklock
- 28th: RCRC meeting, Human Services and Education meeting with NACo. Infrastructure related to higher level of child care. Later that day, attended COVID Rural Working Group with Dr. Ghaly.
- 29th: NACo Broadband Taskforce meeting – continued to coordinate and organize to create a policy document. Next meeting will be next week.

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- Last night, Mountain View Fire #8 Community Workshop

Moved to Item 9.

ADJOURNED AT 3:45 PM.

ATTEST

**JENNIFER KREITZ
CHAIR OF THE BOARD**

**QUEENIE BARNARD
SENIOR DEPUTY CLERK OF THE BOARD**



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

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 4/30/2021.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 4/30/2021.

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 4/30/2021](#)

History

Time	Who	Approval
5/20/2021 9:27 AM	County Counsel	Yes
5/13/2021 2:29 PM	Finance	Yes
5/27/2021 9:54 AM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2021, End Date: 4/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	4/5/2021	3133EMVD1	1,000,000.00	FFCB 0.33 4/5/2024-22	99.85	998,500.00	0.00	0.38	998,500.00
Buy	4/15/2021	098203VW9	250,000.00	Bonita Unified School District 1.054 8/1/2025	100.00	250,000.00	0.00	1.05	250,000.00
Buy	4/15/2021	3130ALU51	1,000,000.00	FHLB 1.05 4/15/2026-21	100.00	1,000,000.00	0.00	1.05	1,000,000.00
Buy	4/15/2021	098203VV1	250,000.00	Bonita Unified School District 0.58 8/1/2024	100.00	250,000.00	0.00	0.58	250,000.00
Buy	4/22/2021	89235MKY6	248,000.00	Toyota Financial Savings Bank 0.9 4/22/2026	100.00	248,000.00	0.00	0.90	248,000.00
Buy	4/29/2021	3130ALXJ8	1,000,000.00	FHLB 1.15 4/29/2026-21	100.00	1,000,000.00	0.00	1.15	1,000,000.00
		Subtotal	3,748,000.00			3,746,500.00	0.00		3,746,500.00
Deposit	4/1/2021	CAMP60481	7.24	California Asset Management Program LGIP	100.00	7.24	0.00	0.00	7.24
Deposit	4/6/2021	LAIF6000Q	4,500,000.00	Local Agency Investment Fund LGIP	100.00	4,500,000.00	0.00	0.00	4,500,000.00
Deposit	4/7/2021	LAIF6000Q	4,500,000.00	Local Agency Investment Fund LGIP	100.00	4,500,000.00	0.00	0.00	4,500,000.00
Deposit	4/12/2021	LAIF6000Q	3,000,000.00	Local Agency Investment Fund LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	4/15/2021	LAIF6000Q	77,305.03	Local Agency Investment Fund LGIP	100.00	77,305.03	0.00	0.00	77,305.03
Deposit	4/30/2021	CAMP60481	4.28	California Asset Management Program LGIP	100.00	4.28	0.00	0.00	4.28
Deposit	4/30/2021	OAKVALLEY0670	2,556.89	Oak Valley Bank Cash	100.00	2,556.89	0.00	0.00	2,556.89
Deposit	4/30/2021	OAKVALLEY0670	23,853,847.71	Oak Valley Bank Cash	100.00	23,853,847.71	0.00	0.00	23,853,847.71
		Subtotal	35,933,721.15			35,933,721.15	0.00		35,933,721.15
Total Buy Transactions			39,681,721.15			39,680,221.15	0.00		39,680,221.15
Interest/Dividends									
Interest	4/1/2021	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	4/1/2021	13063DAD0	0.00	California State GO UNLTD 2.367 4/1/2022		0.00	5,917.50	0.00	5,917.50
Interest	4/1/2021	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	4/1/2021	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	4/1/2021	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25
Interest	4/1/2021	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2021, End Date: 4/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/1/2021	911312BK1	0.00	United Parcel Service 2.5 4/1/2023-23		0.00	6,250.00	0.00	6,250.00
Interest	4/1/2021	13063DLZ9	0.00	State of California 3 4/1/2024		0.00	7,500.00	0.00	7,500.00
Interest	4/1/2021	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	4/2/2021	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	4/2/2021	3133EJD48	0.00	FFCB 3.05 10/2/2023		0.00	15,250.00	0.00	15,250.00
Interest	4/3/2021	9497486Z5	0.00	WELLS FARGO BK NA SIOUXFALLS SD 1.6 8/3/2021		0.00	332.93	0.00	332.93
Interest	4/5/2021	14042RCQ2	0.00	CAPITAL ONE, NATIONAL ASSOCIATION 1.7 10/5/2021		0.00	2,076.79	0.00	2,076.79
Interest	4/5/2021	3135G0T78	0.00	FNMA 2 10/5/2022		0.00	10,000.00	0.00	10,000.00
Interest	4/5/2021	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	4/5/2021	981571CE0	0.00	Worlds Foremost Bk Sidney NE 1.75 5/5/2021		0.00	297.26	0.00	297.26
Interest	4/7/2021	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	4/7/2021	3135G0Q89	0.00	FNMA 1.375 10/7/2021		0.00	6,875.00	0.00	6,875.00
Interest	4/8/2021	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	4/8/2021	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	4/8/2021	3134GWY26	0.00	FHLMC 0.57 10/8/2025-21		0.00	2,850.00	0.00	2,850.00
Interest	4/9/2021	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	4/10/2021	7954502D6	0.00	Sallie Mae Bank/Salt Lake 2.75 4/10/2024		0.00	3,359.52	0.00	3,359.52
Interest	4/10/2021	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	4/10/2021	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	4/10/2021	58404DAP6	0.00	MEDALLION BANK 2.15 10/11/2022		0.00	2,626.53	0.00	2,626.53
Interest	4/11/2021	3133EJKN8	0.00	FFCB 2.7 4/11/2023		0.00	13,500.00	0.00	13,500.00
Interest	4/11/2021	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	4/12/2021	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	4/12/2021	20033APV2	0.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021		0.00	343.67	0.00	343.67
Interest	4/13/2021	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	4/13/2021	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2021, End Date: 4/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/13/2021	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	4/13/2021	25665QAX3	0.00	Dollar BK Fed Savings BK 2.9 4/13/2023		0.00	3,542.77	0.00	3,542.77
Interest	4/14/2021	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	4/14/2021	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	4/14/2021	3133EMCP5	0.00	FFCB 0.52 10/14/2025-21		0.00	2,600.00	0.00	2,600.00
Interest	4/14/2021	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	4/15/2021	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	4/15/2021	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	4/15/2021	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	4/15/2021	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	4/16/2021	3133EK3B0	0.00	FFCB 1.5 10/16/2024		0.00	7,500.00	0.00	7,500.00
Interest	4/16/2021	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	4/16/2021	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	4/17/2021	87165FZD9	0.00	Synchrony Bank 1.45 4/17/2025		0.00	1,793.07	0.00	1,793.07
Interest	4/17/2021	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	4/17/2021	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	4/18/2021	08173QBX3	0.00	BENEFICIAL BANK 2.15 10/18/2022		0.00	2,626.53	0.00	2,626.53
Interest	4/18/2021	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	4/18/2021	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	4/18/2021	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	4/18/2021	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	4/18/2021	202291AG5	0.00	Commercial Savings Bank 1.8 10/18/2024		0.00	2,216.91	0.00	2,216.91
Interest	4/19/2021	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	4/19/2021	404730DA8	0.00	Haddon Savings Bank 0.35 10/20/2025		0.00	434.56	0.00	434.56
Interest	4/19/2021	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2021, End Date: 4/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/19/2021	474067AQ8	0.00	Jefferson Financial Credit Union 3.35 10/19/2023		0.00	4,092.51	0.00	4,092.51
Interest	4/20/2021	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	4/20/2021	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72
Interest	4/22/2021	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	4/22/2021	90352RAC9	0.00	USAlliance Federal Credit Union 3 8/20/2021		0.00	624.25	0.00	624.25
Interest	4/22/2021	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	4/22/2021	3133EMEC2	0.00	FFCB 0.53 10/22/2025-21		0.00	2,650.00	0.00	2,650.00
Interest	4/23/2021	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	4/23/2021	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	4/24/2021	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	4/24/2021	06406RAL1	0.00	Bank of New York Mellon 2.1 10/24/2024		0.00	5,250.00	0.00	5,250.00
Interest	4/24/2021	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	4/25/2021	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	4/25/2021	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	4/25/2021	330459BY3	0.00	FNB BANK INC 2 2/25/2022		0.00	416.16	0.00	416.16
Interest	4/26/2021	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	4/26/2021	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	4/26/2021	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	4/27/2021	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	4/27/2021	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	4/27/2021	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	4/28/2021	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	4/28/2021	06406RAG2	0.00	Bank of New York Mellon 3.5 4/28/2023		0.00	8,750.00	0.00	8,750.00
Interest	4/28/2021	3134GWYZ3	0.00	FHLMC 0.53 10/28/2025-22		0.00	2,650.00	0.00	2,650.00
Interest	4/28/2021	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	4/29/2021	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2021, End Date: 4/30/2021

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/30/2021	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	4/30/2021	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	4/30/2021	CAMP60481	0.00	California Asset Management Program LGIP		0.00	4.28	0.00	4.28
Interest	4/30/2021	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	4/30/2021	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	4/30/2021	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	649.64	0.00	649.64
Interest	4/30/2021	15201QDK0	0.00	Centerstate Bank 1 4/30/2025		0.00	1,236.60	0.00	1,236.60
Interest	4/30/2021	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	530.61	0.00	530.61
Interest	4/30/2021	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	2,556.89	0.00	2,556.89
Subtotal			0.00			0.00	157,048.70		157,048.70
Total Interest/Dividends			0.00			0.00	157,048.70		157,048.70
Sell Transactions									
Matured	4/12/2021	20033APV2	245,000.00	COMENITY CAP BK SALT LAKE CITY UTAH 1.6 4/12/2021	0.00	245,000.00	0.00	0.00	245,000.00
Subtotal			245,000.00			245,000.00	0.00		245,000.00
Withdraw	4/30/2021	CAMP60481	101,954.90	California Asset Management Program LGIP	0.00	101,954.90	0.00	0.00	101,954.90
Withdraw	4/30/2021	OAKVALLEY0670	24,720,883.50	Oak Valley Bank Cash	0.00	24,720,883.50	0.00	0.00	24,720,883.50
Subtotal			24,822,838.40			24,822,838.40	0.00		24,822,838.40
Total Sell Transactions			25,067,838.40			25,067,838.40	0.00		25,067,838.40



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

Departments: Behavioral Health

TIME REQUIRED

SUBJECT North American Mental Health
Services Contract Amendment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed amendment to contract with North American Mental Health Services pertaining to the provision of Tele-Psychiatry Services.

RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize CAO to execute said amendment on behalf of the County. Provide any desired direction to staff.

FISCAL IMPACT:

The total payments to the contractor by the County will not exceed \$420,000.00 in any 12-month period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for jail services will be covered through the Mono County Sheriff's Office MAT Grant. Funding for probation services for May 1, 2021 to June 30, 2021 will be covered through the Mono County Probation Department using funds from SB 678. The term of the contract is October 2019 to September 2022.

CONTACT NAME: Jessica Workman

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

SEND COPIES TO:

jworkman@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
NAMHS Amendment Staff Report Behavioral Health
NAMHS - 3rd Amendment
NAMHS - 2nd Amendment

[Amendment - NAMHS-Mono Co](#)

[Original Executed NAHMS Contract](#)

History

Time	Who	Approval
5/26/2021 10:16 AM	County Counsel	Yes
5/24/2021 5:20 PM	Finance	Yes
5/27/2021 9:54 AM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors
FROM: Robin Roberts, Mono County Behavioral Health, Director
DATE: June 1, 2021

SUBJECT:

Contract Amendment with North American Mental Health Services for the provision of Tele-Psychiatry Services.

RECOMMENDED ACTION:

Approve County entry into proposed contract amendment and authorize CAO to execute said contract on behalf of the County. Provide any desired direction to staff.

DISCUSSION:

Mono County Behavioral Health is in need of additional tele-psychiatry services. This is due to staff changes and an overall increased need for services.

Mono County Behavioral Health has provided telepsychiatry for children and adults since 2014. These services have proven to be extremely valuable to Mono County residents; however, enhanced services (evaluations for LPS conservatees, Medication Assisted Therapies, etc.) are needed and this contract with North American Mental Health Services has added services for evaluation and/or Medically Assisted Therapies to the list of services we can now provide to Mono County residents.

This contract amendment will allow Mono County to provide telepsychiatry services in the Mono County Jail each week, including evaluations for vulnerable individuals who are incarcerated, as well as Medication Assisted Therapies for those identified as wanting treatment for drug and/or alcohol use. Finally, North American Mental Health Services is providing teletherapy for Mono County residents, a service that is increasingly valuable and necessary during these times of COVID-19. The term of the contract is October 2019 to September 2022.

FISCAL IMPACT:

The amendment states that total payments to the contractor by the County will not exceed \$420,000.00 in any 12-month period. This service is paid for through the Mental Health Services Act and the Mental Health Block Grant. Funding for jail services will be covered through the

Mono County Sheriff's Office MAT Grant. Funding for probation services for May 1, 2021 to June 30, 2021 will be covered through the Mono County Probation Department using funds from SB 678.

SUBMITTED BY:

Jessica Workman Mono County Behavioral Accountant, Contact: 760.924.1752

**AGREEMENT AND THIRD AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA
NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE
PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and THIRD Amendment is entered into May 10, 2021, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services DBA North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed on October 1, 2019, and amended on November 1, 2019 and again on July 6, 2020, providing tele-psychiatry services ("Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. shall be replaced in entirety by the following language:

Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$420,000 in any twelve-month period or \$840,000 for the entire term of the Agreement (hereinafter referred to as "Contract Limit"). Please refer to Attachment B, Schedule of Fees, for hourly rates. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

2. The third bullet point in Attachment B, Schedule of Fees, is replaced in its entirety by the following language:

The County guarantees payment for any Scheduled Service Hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice shall pay within thirty (30) days of receipt. In no event shall total payments to Contractor by County pursuant to this Agreement exceed \$420,000 in any twelve-month period or \$840,000 for the entire term of the Agreement.

3. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

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

COUNTY OF MONO:

CONTRACTOR:

Robert Lawton, CAO

Contractor

Print Name

Title

Approved as to Form:

County Counsel

**AGREEMENT AND SECOND AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA
NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE
PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and Second Amendment is entered into July 6, 2020, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services DBA North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed on October 1, 2019, providing tele-psychiatry services ("Agreement"). The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. Paragraph 3.D. shall be replaced in entirety by the following language:

Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$230,000 in any twelve-month period or \$690,000 for the entire term of the Agreement (hereinafter referred to as "Contract Limit"). Please refer to Attachment B, Schedule of Fees, for hourly rates. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

2. The third bullet point in Attachment B, Schedule of Fees, is replaced in its entirety by the following language:

The County guarantees payment for any Scheduled Service Hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice shall pay within thirty (30) days of receipt. In no event shall total payments to Contractor by County pursuant to this Agreement exceed \$230,000 in any twelve-month period or \$690,000 for the entire term of the Agreement.

3. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

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

COUNTY OF MONO:



Robert Lawton, CAO

CONTRACTOR:


NAMHS (Aug 3, 2020 15:22 PDT)

Contractor

Benton Kinney

CFO

Print Name

Title

Approved as to Form:


Stacey Simon (Jul 30, 2020 18:34 PDT)

County Counsel

**AGREEMENT AND FIRST AMENDMENT TO THE AGREEMENT BETWEEN THE
COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA
NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE
PROVISION OF TELE-PSYCHIATRY SERVICES**

This Agreement and First Amendment is entered into November 1, 2019, by and between the County of Mono (hereinafter, "County"), a political subdivision of the State of California, and Native American Mental Health Services DBA North American Mental Health Services of Redding, California (hereinafter, "Contractor"), for the purposes of amending that certain Agreement between the County and Contractor executed on October 1, 2019, providing tele-psychiatry services. The County and Contractor are sometimes referred to herein collectively as "the parties."

NOW, THEREFORE, the parties agree as follows:

1. The following language shall be added to section 1.2 of the Scope of Work (Attachment A) on page 10:

NAMHS will supply a therapist to consult or provide therapy to the County's patients on an as-needed basis. The therapy may consist of many types of therapy, not limited to but may include, EMDR, Brain Spotting, Play Therapy, PTSD and Drug and Alcohol. The therapy will be provided during scheduled times mutually agreed upon by both parties. The County shall manage the schedule on a daily basis. Contractor's therapists shall chart within the County EMR within 48 hours of time of service.

2. The following language shall be added to the second bullet point in the Schedule of Fees (Attachment B) on page 11:

\$175 per hour of Tele-therapy Services provided to clients of Mono County by qualified providers in accordance with this Agreement.

3. All other terms and conditions of the Agreement not expressly amended shall remain in full force and effect.

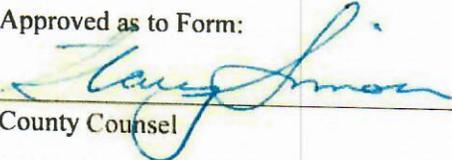
IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS AS SET FORTH BELOW.

COUNTY OF MONO:



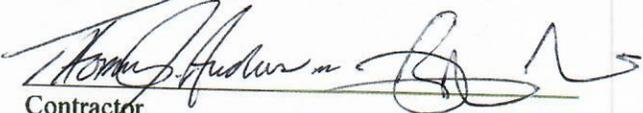
Steve Barwick, CAO

Approved as to Form:



County Counsel

CONTRACTOR:



Contractor

Thomas J. Andrews M.D.
Print Name Title

AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the Tele-Psychiatry services of NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES (NAMHS), of Redding, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from October 1, 2019 to September 30, 2022, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed one hundred and five thousand dollars (\$105,000), in any twelve-month period (hereinafter referred to as "Contract Limit").** Please refer to Attachment B, Schedule of Fees, for hourly rates. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. WORKERS' COMPENSATION

Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than One Million dollars (\$1,000,000.00) per occurrence for all employees engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

9. INSURANCE

A. Contractor shall procure and maintain, during the entire term of this Agreement or, if work or services do not begin as of the effective date of this Agreement, commencing at such other time as may be authorized in writing by County's Risk Manager, the following insurance (as noted) against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work and/or services hereunder and the results of that work and/or services by Contractor, its agents, representatives, employees, or subcontractors:

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than One Million dollars (\$1,000,000.00) per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective

date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

- Pollution Liability Insurance. A policy of Comprehensive Contractors Pollution Liability coverage applicable to the work being performed and covering Contractor's liability for bodily injury (including death), property damage, and environmental damage resulting from "sudden accidental" or "gradual" pollution and related cleanup costs arising out of the work or services to be performed under this Agreement. Coverage shall provide a limit no less than One Million dollars (\$1,000,000.00) per claim or occurrence or Two Million dollars (\$2,000,000.00) general aggregate. If the services provided involve lead-based paint or asbestos identification/remediation, the Pollution Liability policy shall not contain lead-based paint or asbestos exclusions.

B. Coverage and Provider Requirements. Insurance policies shall not exclude or except from coverage any of the services and work required to be performed by Contractor under this Agreement. The required polic(ies) of insurance shall be issued by an insurer authorized to sell such insurance by the State of California, and have at least a "Best's" policyholder's rating of "A" or "A+". Prior to commencing any work under this agreement, Contractor shall provide County: (1) a certificate of insurance evidencing the coverage required; (2) an additional insured endorsement for general liability applying to County, its agents, officers and employees made on ISO form CG 20 10 11 85, or providing equivalent coverage; and (3) a notice of cancellation or change of coverage endorsement indicating that the policy will not be modified, terminated, or canceled without thirty (30) days written notice to County.

C. Primary Coverage. For any claim made related to this Agreement or work and/or services performed or provided pursuant to this Agreement, Contractor's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as with respect to County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it.

D. Deductible, Self-Insured Retentions, and Excess Coverage. Any deductibles or self-insured retentions must be declared and approved by County. If possible, Contractor's insurer shall reduce or eliminate such deductibles or self-insured retentions with respect to County, its officials, officers, employees, and volunteers; or Contractor shall provide evidence satisfactory to County guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured.

E. Subcontractors. Contractor shall require and verify that all subcontractors maintain insurance (including Workers' Compensation) meeting all the requirements stated herein and that County is an additional insured on insurance required of subcontractors.

10. STATUS OF CONTRACTOR

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

A. Contractor shall determine the method, details, and means of performing the work and services to be provided by Contractor under this Agreement.

B. Contractor shall be responsible to County only for the requirements and results specified in this Agreement, and except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Contractor in fulfillment of this Agreement.

C. Contractor, its agents, officers and employees are, and at all times during the term of this Agreement shall represent and conduct themselves as, independent contractors, and not employees of County.

11. DEFENSE AND INDEMNIFICATION

Contractor shall defend with counsel acceptable to County, indemnify, and hold harmless County, its agents, officers, and employees from and against all claims, damages, losses, judgments, liabilities, expenses, and other costs, including litigation costs and attorney's fees, arising out of, resulting from or in connection with, the performance of this Agreement by Contractor, or Contractor's agents, officers, or employees. Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless applies to any actual or alleged personal injury, death, damage or destruction to tangible or intangible property, including the loss of use. Contractor's obligation under this Paragraph 11 extends to any claim, damage, loss, liability, expense, or other costs that are caused in whole or in part by any act or omission of Contractor, its agents, employees, supplier, or anyone directly or indirectly employed by any of them, or anyone for whose acts or omissions any of them may be liable.

Contractor's obligation to defend, indemnify, and hold County, its agents, officers, and employees harmless under the provisions of this Paragraph 11 is not limited to, or restricted by, any requirement in this Agreement for Contractor to procure and maintain a policy of insurance and shall survive any termination or expiration of this Agreement.

12. RECORDS AND AUDIT

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this Paragraph 12 by substitute photographs, micrographs, or other authentic reproduction of such records.

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

13. NONDISCRIMINATION

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the

Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor sixty (60) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County sixty (60) calendar days written notice of such intent to terminate.

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

Waiver of any default by either party to this Agreement shall not be deemed to be a waiver of any subsequent default. Waiver or breach of any provision of this Agreement shall not be deemed to be a waiver of any other or subsequent breach, and shall not be construed to be a modification of the terms of this Agreement unless this Agreement is modified as provided in Paragraph 23.

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

The ability of County to enter into this Agreement is based upon available funding from various sources. In the event that such funding fails, is reduced, or is modified, from one or more sources, County has the option to terminate, reduce, or modify this Agreement, or any of its terms within ten (10) days of notifying Contractor of the termination, reduction, or modification of available funding. Any reduction or modification of this Agreement effective pursuant to this provision must comply with the requirements of Paragraph 23.

23. AMENDMENT

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

24. NOTICE

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

County of Mono:

Robin K. Roberts, Director
Mono County Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546

Contractor:

Native American Mental Health Services DBA North American Mental Health Services
1742 Oregon Street
Redding, CA 96001

25. COUNTERPARTS

This Agreement may be executed in two (2) or more counterparts (including by electronic transmission), each of which shall constitute an original, and all of which taken together shall constitute one and the same instrument.

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS ON THE DATE FIRST ABOVE MENTIONED.

COUNTY OF MONO

By: *Stephen W. Barnes*
Title: CAO
Dated: 10-30-19

APPROVED AS TO FORM:

Stephane L...
County Counsel

APPROVED BY RISK MANAGEMENT:

[Signature]
Risk Manager

CONTRACTOR

By: *Thomas J. Andrew, me*
Title: CEO/owner
Dated: 9/24/2019

By: *[Signature]*
Title: CEO/owner
Dated: 9/24/2019

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

TERM:

FROM: October 1, 2019 TO: September 30, 2022

SCOPE OF WORK:

1. Services. Pursuant to the terms of this Agreement, Contractor shall employ, or otherwise arrange for, services of provider(s), to conduct Tele-psychiatry and on-site visits for the purpose of delivering direct patient care services, as agreed upon by both parties.

1.1 Professional Medical Services. The County hereby grants the right to Contractor to employ, or otherwise arrange for the services of, provider(s), and hereby grants the right to provide professional medical services. Services shall include:

1.1.1 Psychiatry services of Tele-psychiatry, consisting of psychiatric/medication evaluations, prescribing and monitoring medications for clients with mental health and substance abuse disorders.

1.1.2 Services may include psychological evaluation and testing through Tele-psychiatry on an as-needed basis.

1.2 Contractor Services. Contractor to render the following services:

1.2.1 Psychiatric evaluation and follow up, including laboratory evaluation

1.2.2 Pharmaceutical Management including medication pre-authorizations

1.2.3 Drug and alcohol treatment when necessary

1.2.4 Child and adolescent treatment along with the follow up and management

1.2.5 Refills of medication with the assistance of the County, the Mono County Jail and/or Mono County Behavioral Health, if needed. Provide consultation for "call backs", which are screened by the County. Phone consultation will be provided on an as needed basis for emergency or urgent evaluations.

1.3 Duties of Contractor. During the term of this agreement, Contractor shall have the obligation to:

1.3.1 The above services will be performed at the Mono County Jail onsite or through Telemedicine on an as needed basis, as deemed appropriate by the parties.

1.3.2 Use of Mono County Jail Electronic Health Record (EHR). Contractor shall document services provided under this Agreement in Mono County/Jail EHR no more than 30 days from date of service.

1.3.4 Notwithstanding the Insurance provisions in Paragraph 9 above, Contractor shall provide malpractice coverage of \$1,000,000,000 and \$3,000,000,000 respectively, for each psychiatric provider employed by contractor.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF MONO AND NATIVE AMERICAN MENTAL HEALTH SERVICES DBA NORTH AMERICAN MENTAL HEALTH SERVICES FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES

TERM:

FROM: October 1, 2019 TO: September 30, 2022

SCHEDULE OF FEES:

- Contractor shall provide County with all necessary information regarding the delivery of medical services to assist the County in charging the clients' professional fees for the Telepsychiatric Services, which shall be consistent with and shall not exceed the usual, customary and reasonable community standards for medical services.
- The County agrees to provide compensation to Contractor and Contractor agrees to accept compensation at the following rates:
 - \$220 per hour of Telepsychiatric Services provided to clients of Mono County by Pas/NP providers in accordance with this Agreement.
 - \$260 per hour of Telepsychiatric Services provided to clients of Mono County by MD providers in accordance with this Agreement.
 - One additional hour will be billed for each date of service, at the rate of the provider type.
- The County guarantees payment for any Scheduled Service Hours. Contractor shall provide an invoice to the County on a monthly basis, which invoice the County shall pay within thirty (30) days of receipt. In no event shall total payments to Contractor by County pursuant to this Agreement exceed \$105,000 in any twelve-month period.

**AGREEMENT BETWEEN COUNTY OF MONO
AND NORTH AMERICAN MENTAL HEALTH SERVICES
FOR THE PROVISION OF TELE-PSYCHIATRY SERVICES**

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between NORTH AMERICAN MENTAL HEALTH SERVICES (NAMHS), (the "Business Associate") and the County of Mono (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

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

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

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

(a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".

(b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.

(c) Covered Entity. "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.

(d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.

(e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.

(f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement

to which this Attachment is attached and made a part of.

(h) Minimum Necessary. "Minimum Necessary" shall mean the minimum amount of Protected Health Information necessary for the intended purpose, as set forth at Section 164.514(d)(1): *Standard: Minimum Necessary Requirements*.

(i) Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at Part 160 and Part 164, Subparts A and E.

(j) Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in Section 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(k) Required By Law. "Required by law" shall have the same meaning as the term "required by law" in Section 164.103.

(l) Secretary. "Secretary" shall mean the Secretary of the United States Department of Health and Human Services ("DHHS") or his/her designee.

(m) Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

(n) Security Rule. "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

(o) Unsecured Protected Health Information. "Unsecured Protected Health Information" shall have the same meaning as the term "unsecured protected health information" in Section 164.402, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

4. **Compliance with the HIPAA Privacy and Security Rules.**

(a) Business Associate acknowledges that it is required by Sections 13401 and 13404 of the HITECH Act to comply with the HIPAA Security Rule, Sections 164.308 through 164.316, and the use and disclosure provisions of the HIPAA Privacy Rule, Sections 164.502 and 164.504.

(b) Business Associate agrees not to use or further disclose Protected Health Information other than as permitted or required by this Agreement, or as required by law.

5. **Permitted Uses and Disclosures.**

(a) Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity for the purposes specified in Attachment A to this Exhibit, which if completed and attached hereto is incorporated by reference, or as otherwise specified in the Scope of Work (Attachment A) of the Master Agreement, subject to limiting use and disclosure to applicable minimum necessary rules, regulations and statutes and provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity.

(b) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business

Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Agreement, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by Section 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities consistent with Section 164.502(j).

6. Appropriate Safeguards.

(a) Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of Protected Health Information other than as provided for by this Agreement. Appropriate safeguards shall include implementing administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Protected Health Information that is created, received, maintained or transmitted on behalf of the Covered Entity and limiting use and disclosure to applicable minimum necessary rules, regulations and statutes.

(b) To the extent practicable, Business Associate will secure all Protected Health Information by technological means that render such information unusable, unreadable, or indecipherable to unauthorized individuals and in accordance with any applicable standards or guidance issued by the Department of Health and Human Services under Section 13402 of the HITECH Act.

7. Reporting Unauthorized Uses and Disclosures.

(a) Business Associate agrees to notify Covered Entity of any breach, or security incident involving Unsecured Protected Health Information of which it becomes aware, including any access to, or use or disclosure of Protected Health Information not permitted by this Agreement. Such notification will be made within five (5) business days after discovery and will include, to the extent possible, the identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, used or disclosed, a description of the Protected Health Information involved, the nature of the unauthorized access, use or disclosure, the date of occurrence, and a description of any remedial action taken or proposed to be taken by Business Associate. Business Associate will also provide to Covered Entity any other available information that the Covered Entity is required to include in its notification to the Individual under Section 164.404(c) at the time of the initial report or promptly thereafter as the information becomes available.

(b) In the event of a request by law enforcement under Section 164.412, Business Associate may delay notifying Covered Entity for the applicable timeframe.

(c) A breach or unauthorized access, use, or disclosure shall be treated as discovered by the Business Associate on the first day on which such unauthorized access, use, or disclosure is known, or should reasonably have been known, to the Business Associate or to any person, other than the individual committing the unauthorized disclosure, that is an employee, officer, subcontractor, agent or other representative of the Business Associate.

(d) In meeting its obligations under this section, it is understood that Business Associate

is not acting as the Covered Entity's agent. In performance of the work, duties, and obligations and in the exercise of the rights granted under this Agreement, it is understood and agreed that Business Associate is at all times acting as an independent contractor in providing services pursuant to this Agreement and the Master Agreement.

8. Mitigating the Effect of a Breach, Security Incident, or Unauthorized Access, Use or Disclosure of Unsecured Protected Health Information.

(a) Business Associate agrees to mitigate, to the greatest extent possible, any harm that results from the breach, security incident, or unauthorized access, use or disclosure of Unsecured Protected Health Information by Business Associate or its employees, officers, subcontractors, agents, or other representatives.

(b) Following a breach, security incident, or any unauthorized access, use or disclosure of Unsecured Protected Health Information, Business Associate agrees to take any and all corrective action necessary to prevent recurrence, to document any such action, and to make said documentation available to Covered Entity.

(c) Except as required by law, Business Associate agrees that it will not inform any third party of a breach or unauthorized access, use or disclosure of Unsecured Protected Health Information without obtaining the Covered Entity's prior written consent. Covered Entity hereby reserves the sole right to determine whether and how such notice is to be provided to any Individuals, regulatory agencies, or others as may be required by law, regulation or contract terms, as well as the contents of such notice.

9. Indemnification.

(a) Business Associate agrees to hold harmless, defend at its own expense, and indemnify Covered Entity for the costs of any mitigation undertaken by Business Associate pursuant to Section 8, above.

(b) Business Associate agrees to assume responsibility for any and all costs associated with the Covered Entity's notification of Individuals affected by a breach or unauthorized access, use or disclosure by Business Associate or its employees, officers, subcontractors, agents or other representatives when such notification is required by any state or federal law or regulation, or under any applicable contract to which Covered Entity is a party.

(c) Business Associate agrees to hold harmless, defend at its own expense and indemnify Covered Entity and its respective employees, directors, officers, subcontractors, agents or other members of its workforce (each of the foregoing hereinafter referred to as "Indemnified Party") against all actual and direct losses suffered by the Indemnified Party and all liability to third parties arising from or in connection with any breach of this Agreement or from any acts or omissions related to this Agreement by Business Associate or its employees, directors, officers, subcontractors, agents or other members of its workforce. Accordingly, on demand, Business Associate shall reimburse any Indemnified Party for any and all actual and direct losses, liabilities, lost profits, fines, penalties, costs or expenses (including reasonable attorneys' fees) which may for any reason be imposed upon any Indemnified Party by reason of any suit, claim, action, proceeding or demand by any third party which results from the Business Associate's acts or omissions hereunder. Business Associate's obligation to indemnify any Indemnified Party shall survive the expiration or termination of this Agreement.

10. Individuals' Rights.

(a) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by the Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual, or a person or entity designated by the Individual in order to meet the requirements under Section 164.524 and HITECH Act Section 13405(e)(1).

(b) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526, at the request of Covered Entity or an Individual, and in the time and manner designated by the Covered Entity.

(c) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(d) Business Associate agrees to provide to Covered Entity or an Individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 10(c) of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

(e) Business Associate agrees to comply with any restriction to the use or disclosure of Protected Health Information that Covered Entity agrees to in accordance with Section 164.522.

11. Obligations of Covered Entity.

(a) Covered Entity shall provide Business Associate with the notice of privacy practices that Covered Entity produces in accordance with Section 164.520, as well as any changes to such notice.

(b) Covered Entity shall provide Business Associate with any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

12. Agents and Subcontractors of Business Associate.

(a) Business Associate agrees to ensure that any agent, subcontractor, or other representative to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees in writing to the same restrictions, conditions and requirements that apply through this Agreement to Business Associate with respect to such information, including the requirement to promptly notify the Business Associate of any instances of unauthorized access to or use or disclosure of Protected Health Information of which it becomes aware. Upon request, Business Associate shall provide copies of such agreements to Covered Entity.

(b) Business Associate shall implement and maintain sanctions against any agent, subcontractor or other representative that violates such restrictions, conditions or requirements and shall mitigate the effects of any such violation.

13. Audit, Inspection, and Enforcement.

(a) Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to any state or federal agency, including the Secretary, for the purposes of determining compliance with HIPAA and any related regulations or official guidance.

(b) With reasonable notice, Covered Entity and its authorized agents or contractors may audit and/or examine Business Associate's facilities, systems, policies, procedures, and documentation relating to the security and privacy of Protected Health Information to determine compliance with the terms of this Agreement. Business Associate shall promptly correct any violation of this Agreement found by Covered Entity and shall certify in writing that the correction has been made. Covered Entity's failure to detect any unsatisfactory practice does not constitute acceptance of the practice or a waiver of Covered Entity's enforcement rights under this Agreement.

14. **Permissible Requests by Covered Entity.** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

15. **Term and Termination.**

(a) The terms of this Agreement shall remain in effect for the duration of all services provided by Business Associate under the Master Agreement and for so long as Business Associate remains in possession of any Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity unless Covered Entity has agreed in accordance with this section that it is not feasible to return or destroy all Protected Health Information.

(b) Upon termination of the Master Agreement, Business Associate shall recover any Protected Health Information relating to the Master Agreement and this Agreement in its possession and in the possession of its subcontractors, agents or representatives. Business Associate shall return to Covered Entity, or destroy with the consent of Covered Entity, all such Protected Health Information, in any form, in its possession and shall retain no copies. If Business Associate believes it is not feasible to return or destroy the Protected Health Information, Business Associate shall so notify Covered Entity in writing. The notification shall include: (1) a statement that the Business Associate has determined that it is not feasible to return or destroy the Protected Health Information in its possession, and (2) the specific reasons for such determination. If Covered Entity agrees in its sole discretion that Business Associate cannot feasibly return or destroy the Protected Health Information, Business Associate shall ensure that any and all protections, requirements and restrictions contained in the Master Agreement and this Agreement shall be extended to any Protected Health Information for so long as Business Associate maintains such Protected Health Information, and that any further uses and/or disclosures will be limited to the purposes that make the return or destruction of the Protected Health Information infeasible.

(c) Covered entity may immediately terminate the Master Agreement if it determines that Business Associate has violated a material term of this Agreement.

16. **Amendment.** The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to

comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

17. **Entire Agreement.** This Attachment constitutes the entire HIPAA Business Associate Agreement between the parties, and supersedes any and all prior HIPAA Business Associate Agreements between them.

18. **Notices.**

(a) All notices required or authorized by this Agreement shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any notice sent by mail in the manner prescribed by this paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

(b) Any mailed notice, demand, request, consent, approval or communication that Covered Entity desires to give to Business Associate shall be addressed to Business Associate at the mailing address set forth in the Master Agreement.

(c) Any mailed notice, demand, request, consent, approval or communication that Business Associate desires to give to Covered Entity shall be addressed to Covered Entity at the following address:

Mono County Privacy Officer
Office of County Counsel
P.O. Box 2415
Mammoth Lakes, CA 93546

(d) For purposes of subparagraphs (b) and (c) above, either party may change its address by notifying the other party of the change of address.

19. **Lost Revenues; Penalties/Fines.**

(a) **Lost Revenues.** Business Associate shall make Covered Entity whole for any revenues lost arising from an act or omission in billing practices by Business Associate.

(b) **Penalties/Fines for Failure to Comply with HIPAA.** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with the obligations imposed by HIPAA.

(c) **Penalties/Fines (other).** Business Associate shall pay any penalty or fine assessed against Covered Entity arising from Business Associate's failure to comply with all applicable Federal or State Health Care Program Requirements, including, but not limited to any penalties or fines which may be assessed under a Federal or State False Claims Act provision.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

TIME REQUIRED

SUBJECT Support Letters for Child Welfare

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

The following letters were submitted on behalf of the Mono County Board of Supervisors: 1) Support for \$50 million state general fund investment in child welfare prevention services and 2) support for AB 808 Continuum Pilot Program to support child welfare and probation-involved foster youth with complex care needs who have historically been sent out-of-state for treatment. Both of these support positions are consistent with the Mono County 2021 Legislative Platform.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 7609241763 / kpeterson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Support Letter
Support Letter #2

History

Time	Who	Approval
5/20/2021 8:58 AM	County Counsel	Yes
5/17/2021 4:52 PM	Finance	Yes
5/27/2021 9:53 AM	County Administrative Office	Yes



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517

(760) 932-5533 • FAX (760) 932-5531

Shannon Kendall, Clerk of the Board

May 4, 2021

Honorable Susan Talamantes Eggman, Chair
Senate Budget & Fiscal Review Sub. No. 3
State Capitol, Room 5019
Sacramento, California 95814

Honorable Joaquin Arambula Chair
Assembly Budget Subcommittee No. 1
State Capitol, Room 6026
Sacramento, California 95814

RE: Child Welfare Services: Support \$50 million SGF Investment in Prevention Services

Dear Chair Talamantes Eggman and Chair Arambula:

The County of Mono respectfully requests your support for a \$50 million State General Fund (SGF) investment in the 2021-22 fiscal year, and \$100 million in subsequent years, to strengthen families, protect children from abuse and neglect, and prevent entries into the foster care system. This investment will enable counties to draw down up to \$50-\$100 million annual matching funds to invest in direct services and supports to help keep families together and reduce the disproportionalities faced by children and families of color in the child welfare system.

Child welfare agencies have made significant strides to improve child and family outcomes in recent years, including reducing the number of children entering foster care, increasing reunification, adoption and guardianship rates for foster children, and reducing the number of foster children in congregate care. While our efforts in recent years have shown improvements, the focus of these efforts, such as the recent Continuum of Care Reform (CCR), have been with children and families once in the foster care system. We know that more can, and must, be done to prevent child abuse and neglect by strengthening families and communities and reduce entries into foster care.

Recent federal legislation – the Family First Prevention Services Act of 2018 – provides states with the opportunity to invest federal funding into direct services to strengthen families and prevent entry into foster care. The Act provides federal matching funding to deliver evidence-based programs including in-home parenting skills, mental health and substance abuse to parents and pregnant and parenting foster youth. Although the Act has some limitations, overall it provides an important opportunity to leverage federal funding with other local and state funding and resources to build a full array of prevention services that are locally tailored to meet the unique needs of families and communities. Prevention efforts are critically important to reduce disparities in the child welfare system for communities of color, specifically for Black and Native American families who are disproportionately represented in the child welfare system.

RE: Child Welfare Services: Support \$50 million SGF Investment in Prevention Services

May 4, 2021

Page 2 of 2

FFPSA requires a 50 percent match to stand up evidence-based programs and ensure model fidelity in implementation. For any promising practices that may be more reflective of the cultural needs of our communities, states and counties must also commit to rigorous evaluation of those services. Unfortunately, counties are currently stretched-thin and unable to stand up new prevention services due to the required match requirements. The child welfare program was realigned under 2011 Realignment and this funding supports mandated activities for children, youth and families in the foster care system. There is a very limited amount of funding dedicated to direct and/or prevention-oriented services. The Family First Transition Act of 2019 provides California counties with just under \$50 million over five years to support FFPSA implementation, but this funding will be insufficient to establish prevention programs in all 58 counties in California.

This requested investment will support county prevention efforts to keep families together through direct services and supports, in partnership with other public and private service providers. This will reduce risk of future child maltreatment, strengthen families and begin to address disparities that currently exist in the child welfare system for children, youth and families of color.

For these reasons, Mono County urges your support.

Sincerely,


Jennifer Kreitz (May 4, 2021 09:54 CDT)

Supervisor Jennifer Kreitz, Chair
Mono County Board of Supervisors
jkreitz@mono.ca.gov

cc: Members and Staff of the Senate Budget Subcommittee No. 3
Members and Staff of the Assembly Budget Subcommittee No.1
County Welfare Directors Association (CWDA)



BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5533 • FAX (760) 932-5531
Shannon Kendall, Clerk of the Board

May 4, 2021

The Honorable Mark Stone
California State Assembly
State Capitol, Room 3146
Sacramento, CA 95814

Dear Assembly Member Stone:

RE: AB 808 (Stone) AS AMENDED MARCH 25, 2021 – SUPPORT

The County of Mono is in support of your bill, AB 808. This bill is co-sponsored by the County Welfare Directors Association (CWDA), Chief Probation Officers of California (CPOC) and Seneca Family of Agencies. AB 808 creates the Children's Crisis Continuum Pilot Program to support child welfare and probation-involved foster youth with complex care needs who have historically been sent out-of-state for treatment. AB 808 will create integrated continuums of intensive, highly individualized treatment settings to support stabilization and step-down to home-based care across California.

Since 2015, California county child welfare agencies worked diligently to implement the mandates of the Continuum of Care Reform (CCR) with the goals of increasing access to home-based care, providing readily-available, home-based services including mental health services to caregivers and children, reducing the use of congregate care, and importantly, improving outcomes for all children and youth served by the child welfare system. Unfortunately, for some foster youth with acute, trauma-based needs, the appropriate care and treatment settings were inaccessible to foster youth in California. Despite our collective best efforts to secure treatment and care options within California with the assistance of the California Department of Social Services (CDSS), some foster youth were placed out-of-state to receive the needed care and treatment. In December 2020 CDSS notified county child welfare and probation agencies of its intent to decertify out-of-state residential facilities serving foster youth due to licensing violations. As a result, county placing agencies had to act quickly to return 133 foster youth to California or make alternative, home-based arrangements out-of-state.

AB 808 would create the Children's Crisis Continuum Pilot Program, administered by CDSS, to develop in-state options for integrated continuums of small, intensive, and highly individualized treatment settings to support stabilization and step-down of foster youth to home-based care. Services will be tailored and highly individualized to serve children and adolescents who are experiencing mental health crisis and include a Crisis Stabilization Unit, Psychiatric Health

RE: AB 808 (Stone) AS AMENDED MARCH 25, 2021 – SUPPORT

May 4, 2021

Page 2 of 2

Facility, Crisis Residential Treatment, and step-down to community-based, residential care with intensive wraparound supports and services.

AB 808 would give county child welfare and probation agencies additional care options that would help foster children and families remain in California. It fills an important missing piece of the CCR “continuum” for the highest-end services for the most traumatized foster youth. Without this, foster youth face the risk of additional traumas of being hospitalized, contacts with law enforcement and placed onto psychiatric “holds.” AB 808 provides trauma-based services tailored to meet the unique needs of foster youth and families with a focus on healing and transitioning youth to home-based care settings quickly. Given the state’s decertification of these out-of-state facilities, it is now critical that California develop an array of in-state options to meet these youths’ needs.

AB 808 builds upon CCR efforts and a gap in the current continuum of care, by providing intensive services for a population of highly-traumatized youth as an alternative to hospitalization and out-of-state placement.

For this reason, we are pleased to support AB 808.

Sincerely,


Jennifer Kreitz (May 4, 2021 09:54 CDT)

Supervisor Jennifer Kreitz, Chair
Mono County Board of Supervisors
jkreitz@mono.ca.gov



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

TIME REQUIRED

SUBJECT Assembly Bill 1869 Implementation
Follow Up

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Mono County Superior Court response to Debt Free Justice California regarding implementation of Assembly Bill 1869.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter

History

Time	Who	Approval
5/20/2021 8:57 AM	County Counsel	Yes
5/24/2021 5:19 PM	Finance	Yes
5/27/2021 10:25 AM	County Administrative Office	Yes

From: Lester Perpall <lperpall@mono.courts.ca.gov>
Sent: Thursday, May 13, 2021 4:31:16 PM
To: ab1869 <ab1869@clinical.law.berkeley.edu>; Jennifer Kreitz <jkreitz@mono.ca.gov>
Cc: Tim Kendall <tkendall@mono.ca.gov>; Karin Humiston <khumiston@mono.ca.gov>; Robert Lawton <rlawton@mono.ca.gov>; Janet Dutcher <jdutcher@mono.ca.gov>; Stacey Simon <ssimon@mono.ca.gov>; Ingrid Braun <ibraun@monosheriff.org>
Subject: RE: AB 1869 Implementation Follow Up

[EXTERNAL EMAIL]

Dear Debt Free Justice California:

With regard to Mono County Superior Court actions involved with Assembly Bill 1869 repealed fees, the Court has taken the following steps.

1. We have stopped assessing all fees repealed by AP 1869.
2. We will cease collection efforts on June 14, 2021 when we go live with our new case management system (CMS). Limitation in our currently CMS make it impossible to identify cases were these fees have been imposed.
3. All remaining fees will be discharged on June 14, 2021 with the conversion to our new CMS.
4. We have updated our internal procedures, forms, and online resources to remove any reference to AB 1869 fees.

Should you have any further questions please let me know.

Thank you,

Lester Perpall

CEO

Superior Court of California-Mono County

Mail: P.O. Box 1037

Physical Address: 100 Thompsons Way

Mammoth Lakes, Ca, 93546

Phone: 760-924-5444 ext. 230

Fax: 760-923-6393

lperpall@mono.courts.ca.gov

From: ab1869 <ab1869@clinical.law.berkeley.edu>
Sent: Monday, May 10, 2021 11:39 AM
To: jkreitz@mono.ca.gov
Cc: Lester Perpall <lperpall@mono.courts.ca.gov>; tkendall@mono.ca.gov; khumiston@mono.ca.gov; rlawton@mono.ca.gov; jdutcher@mono.ca.gov; ssimon@mono.ca.gov; ibraun@monosheriff.org
Subject: AB 1869 Implementation Follow Up

Dear Chair Jennifer Kreitz and Presiding Judge Mark Magit:

We write to follow up on our correspondence in late 2020 regarding the implementation of Assembly Bill 1869.

As you know, effective July 1, 2021, AB 1869 repeals local authority to assess or collect on specified administrative fees from individuals involved in the criminal legal system and requires the discharge of all outstanding debt. The bill also appropriates \$65 million from the general fund beginning in 2021-22 to “backfill revenues lost from the repeal of . . . fees.”

To date, our coalition has not received any communication regarding any steps the county will be taking to comply with this law. As advocates and impacted people, we are concerned about your readiness to comply with AB 1869. AB 1869 will provide meaningful financial relief to the millions of Californians, mostly Black, Brown, and low-income, who suffer from the economic impact of criminal administrative fees. Due to the COVID-19 global pandemic and its financial and health impacts on low-income people of color, this relief is needed now more than ever.

As you likely know, some counties have already acted in advance of July 1, 2021. Alameda, Contra Costa, Los Angeles, and San Francisco Counties took action before the passage of the bill. Yolo County voted to implement AB 1869 effective November 4, 2020. In taking this action, Yolo County acknowledged low collection rates, the need to prioritize time needed to transition systems and staff to new AB 1869-compliant activities instead of ongoing assessment/collection of fees, and the benefits of relieving residents from the burden of criminal administrative fees.

At this time, in light of the COVID-19 pandemic and its ongoing racialized economic and physical harms to poor, Black, and Brown communities, we encourage your county to stop the assessment and collection of these fees immediately.

At a minimum, please ensure that the following actions take place on or before July 1, 2021:

1. Stop assessing all fees repealed by 1869;
2. Cease all collection efforts for any AB 1869 fees, including notifying and updating contracts with third-party debt collection agencies
3. Discharge all remaining balances for previously assessed AB 1869 fees;
4. Notify all impacted people of actions taken to implement AB 1869, including notifying people of any unpaid balances for other fees, fines, and restitution they may still owe;
5. Update all internal and online references to AB 1869 fees and alert all county, court, and collections staff of the requirements under AB 1869 and any relevant local actions taken.

If you have taken any of the above actions since we last reached out, please respond to this email to acknowledge receipt and inform us of what steps you have taken to implement AB 1869. Otherwise, we will be following up after July 1 with a Public Records Act Request to confirm that the appropriate actions have been taken to comply AB 1869.

We are more than happy to provide technical assistance as your county works to implement AB 1869. Please do not hesitate to contact us at ab1869@clinical.law.berkeley.edu if we can assist you.

Thank you in advance for your work to implement AB 1869 in your county and, in turn, your efforts to eliminate racial and economic discrimination within the criminal legal system.

Sincerely,
Debt Free Justice California

CC: California State Association of Counties
California Judicial Council
Chief Judge of Superior Court

Court Executive Officer
Chief Public Defender
Chief District Attorney
County Administrator
County Counsel
Chief Probation Officer
Auditor-Controller
Sheriff



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

TIME REQUIRED

SUBJECT May 2021 Mono Basin Compliance
Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A submission from Los Angeles Department of Water and Power (LADWP) to California State Water Resources Control Board, Division of Water Rights Deputy Director Erik Ekdahl of the Mono Basin Compliance Reporting May 2021. Due to its size, the full report can be found on the meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-118>.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Cover Letter](#)

History

Time	Who	Approval
5/26/2021 10:09 AM	County Counsel	Yes
5/26/2021 9:17 AM	Finance	Yes
5/27/2021 10:25 AM	County Administrative Office	Yes

May 13, 2021

Mr. Erik Ekdahl, Deputy Director
Division of Water Rights
State Water Resources Control Board
1001 I Street, 14th Floor
Sacramento, California 95814

Dear Mr. Ekdahl:

Subject: Compliance with State Water Resources Control Board Order
Nos. 98-05 and 98-07

Pursuant to the State Water Resources Control Board (SWRCB) Decision No. 1631 and Order Nos. 98-05 and 98-07 (Orders), and in accordance with the terms and conditions of Los Angeles Department of Water and Power (LADWP) Mono Basin Water Rights License Nos. 10191 and 10192, enclosed is a compact disc (CD) containing a submittal, "Compliance Reporting May 2021", which contains the following four reports required by the Orders. Please note that for Runoff Year (RY) 2021-22, Mono Basin Operations follow the renewed Temporary Urgent Change Petition (TUCP) approved by SWRCB on April 1, 2021, as supported by the Mono Basin interested parties. The reports are as follows:

- Section 2: Mono Basin Operations: RY 2020-21 and Planned Operations for RY 2021-22. The planned operations through September 28, 2021 follow the renewed TUCP.
- Section 3: Mono Basin Fisheries Monitoring Report Rush, Lee Vining, and Walker Creeks 2020
- Section 4: A memo by Dr. Bill Trush documenting why there is no Stream Monitoring Report for RY 2020-21
- Section 5: Mono Basin Waterfowl Habitat Restoration Program 2020 Monitoring Report

In addition to these reports, the submittal also includes Section 1: the RY 2020-21 Status of Restoration Compliance Report that summarizes the status of LADWP's

Mr. Erik Ekdahl
Page 2
May 13, 2021

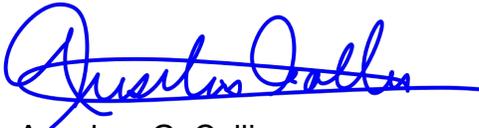
compliance activities in the Mono Basin to date and planned activities for the upcoming runoff year.

The filing of these reports along with the restoration and monitoring performed by LADWP in the Mono Basin fulfills LADWP's requirements for RY 2020-21 as set forth in Decision 1631 and the Orders, as well as the renewed TUCP.

Electronic copies of the submittal on CD will be provided to the interested parties listed on the enclosed distribution list. Hard copies of the submittal will be provided upon request.

If you have any questions, please contact Dr. Paul C. Pau, Eastern Sierra Environmental Group Supervisor, at (213) 367-1187.

Sincerely,



Anselmo G. Collins
Deputy Senior Assistant General Manager – Water System, and
Director of Water Operations Division

PCP:mt
Enclosures
c/enc: Distribution List
Dr. Paul C. Pau



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

Departments: Mono County Library

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christopher Platt, County Library
Director

SUBJECT Mono County Library Update

AGENDA DESCRIPTION:

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

Mono County Library general update and announcement of Library Authority Board's approval for the Library to cease charging daily overdue fines effective June 1, 2021.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None to the County.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 760-932-5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

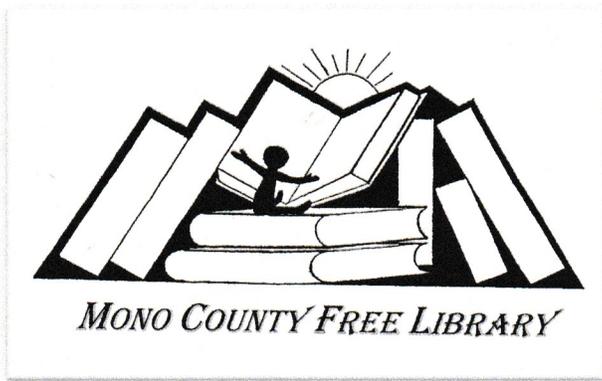
YES NO

ATTACHMENTS:

Click to download
Memo and Update

History

Time	Who	Approval
5/20/2021 9:29 AM	County Counsel	Yes
5/26/2021 9:16 AM	Finance	Yes
5/27/2021 9:54 AM	County Administrative Office	Yes



Christopher Platt

Mono County Library Director
Mono County Law Library Director

Stacey Adler

Executive Director
Mono County Library Authority Board

Date: June 1, 2021

To: Honorable Board of Supervisors

From: Christopher Platt, Mono County Library Director

Subject:

County Library general update and announcement of Library Authority Board's approval for the Library to cease charging daily overdue fines effective June 1st, 2021.

Recommended Action:

Informational only. Supplemental information provided.

Fiscal Impact:

\$6,000

Mono County Library Administrative Office
P.O. Box 1120
Mammoth Lakes, CA 93546
760.934.8670
www.monocolibraries.org

Mono County Library System Programming

Select examples of recent and upcoming offerings

- 1 REGISTER ON BEANSTACK - WEBSITE OR APP
PAPER BADGE BUARDS AVAILABLE @ YOUR LOCAL LIBRARY!
- 2 LOG YOUR READING MINUTES TO EARN DIGITAL BADGES & PRIZES
- 3 COMPLETE ACTIVITIES EXPLORING STORIES OF OLD & NEW, FROM NEAR & FAR. EARN MORE DIGITAL BADGES & PRIZES!

LOG 10 HOURS OF READING & COMPLETE 3 ACTIVITIES TO FINISH THE PROGRAM & BE ENTERED IN YOUR LOCAL LIBRARY'S GRAND PRIZE RAFFLE.



Stories Color Our World



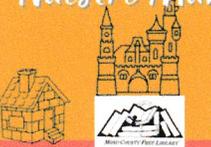
**SUMMER READING PROGRAM 2021
JULY 1 - AUGUST 10**

- 1 REGÍSTRESE EN BEANSTACK: SITIO WEB O APLICACIÓN (RECOMENDADO)
TE COMPRAN UN TABLERO DE PAPER EN TU BIBLIOTECA LOCAL!
- 2 REGISTRE SUS MINUTOS DE LECTURA PARA GANAR INSIGNIAS DIGITALES Y PREMIOS.
- 3 COMPLETE LAS ACTIVIDADES EXPLORANDO HISTORIAS ANTIGUAS Y NUEVAS, DE CERCA Y DE LEJOS. GANA MÁS INSIGNIAS Y PREMIOS DIGITALES.

REGISTRE 10 HORAS DE LECTURA Y COMPLETE 3 ACTIVIDADES PARA TERMINAR EL PROGRAMA Y PARTICIPAR EN LA RIFA DEL GRAN PREMIO DE SU BIBLIOTECA LOCAL.



Historias Colorean Nuestro Mundo



**PROGRAMA DE LECTURA DE VERANO 2021
1 DE JULIO - 10 DE AGOSTO**



DIGITAL ILLUSTRATION WORKSHOPS
W/ DARIA SUR

Tuesday, May 25
4-6pm
IN-PERSON @ MAC GALLERY
MINARET VISTA SHOPPING CENTER

Wednesday, May 19
5-7pm
VIRTUAL ON ZOOM
REGISTER ONLINE FOR DETAILS

LEARN MORE & REGISTER AT
MONOCOLIBRARIES.ORG

→ **PROGRAMAS EVOLUCIÓN DEL STORYTELLING PROJECT FOR TEENS**





TALLERES DE ILUSTRACIÓN DIGITAL
CON DARIA SUR

Martes 25 de Mayo
4-6pm
EN PERSONA EN EL GALERÍA MAC

Miércoles 19 de Mayo
5-7pm
VIRTUAL EN ZOOM
REGÍSTRATE EN LÍNEA PARA OBTENER MÁS DETALLES

OBTENGA MÁS INFORMACIÓN Y REGÍSTRESE EN MONOCOLIBRARIES.ORG

→ **PROGRAMAS EVOLUCIÓN DEL PROYECTO DE NARRACIÓN DE CUENTOS PARA ADOLESCENTES**




Mono County Library System Programming

Select examples of recent and upcoming offerings



UNETE A LAS BIBLIOTECAS DEL CONDADO DE MONO

para el **DESAFÍO DE LECTURA DÍA EN BEANSTACK**

Abril 1 - 30 2021

REGISTRARSE EN monocolibraries.beanstack.org

APRENDER MÁS EN dia.ala.org

JOIN THE MONO COUNTY LIBRARIES

for the **DÍA READING CHALLENGE ON BEANSTACK**

April 1 - 30 2021

SIGN UP AT monocolibraries.beanstack.org

LEARN MORE AT dia.ala.org

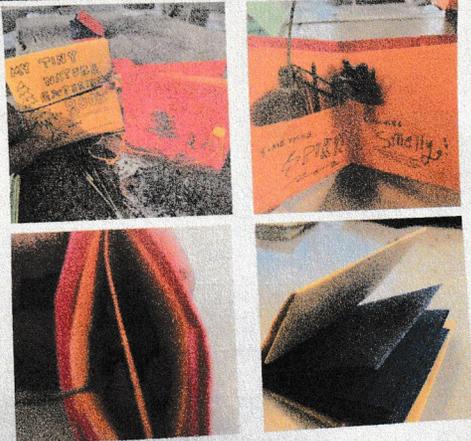


Mono County Library System Programming

Select examples of recent and upcoming offerings

Mono County Libraries Makerspace presents...

MAKE YOUR OWN ITTY-BITTY NATURE BOOK + SCAVENGER HUNT



Make an itty-bitty nature experience book to stash tiny items from the natural world. Use the attached scavenger hunt list to guide your search! For ages 3-6 with adult assistance.




Mono County Libraries Makerspace presents...

Basic WEAVING



Learn to make a mini rug with this basic weaving exercise.

For ages 6&Up.




Mono County Community Art Show "Let It Go"

In recognition of Mental Health Month in May, and the one-year anniversary of the Covid pandemic, we are inviting you to participate in this community art show!

It's about expression, healing and continuing to move forward, together. Letting It Go.

Community Chalkboard!
Draw, write, wherever your heart takes you!
We will snap one photo from a distance of the entire board, once a week. This will be on the Virtual Art Show; this is ideal if you'd prefer to stay anonymous.

There are three ways to contribute:
Virtual Art Show!
Submissions due by May 14.
Virtual Show takes place on May 21!

Artwork Drop Box!
You are able to create a drawing, poem, writing, etc. and drop your expression into a box.
We will scan it in for our Virtual Art Show!

For all details and instructions, please visit: monocounty.ca.gov/art



Artwork By: Lori Michelson



Condado de Mono Espectáculo de arte "Déjalo ir" comunitario

En reconocimiento al Mes de la Salud Mental en mayo y al primer aniversario de la pandemia de Covid, ¡lo invitamos a participar en esta exhibición de arte comunitaria!

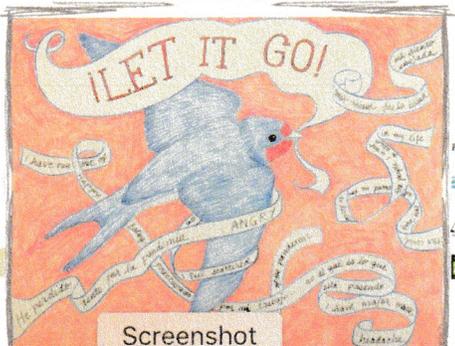
Se trata de expresión, sanación y seguir avanzando juntos. Dejándolo ir.

Pizarra de la comunidad!
Dibuja, escribe, ¡donde sea que te lleve tu corazón! Tomaremos una foto desde una distancia de todo el tablero, una vez a la semana. Esto estará en la Exposición de Arte Virtual; esto es ideal si prefieres permanecer en el anonimato.

Hay tres formas de contribuir:
Exposición de arte virtual! Las presentaciones deben colocarse antes del 14 de mayo.
El Show Virtual tendrá lugar el 21 de mayo!

Caja de envío de ilustraciones!
Puede crear un dibujo, un poema, una escritura, etc. y colocar su expresión en una caja.
¡Lo escanaremos para nuestra Exposición de Arte Virtual!

Para obtener todos los detalles e instrucciones, visite: monocounty.ca.gov/art



Obra de arte por: Lori Michelson



On April 29, 2021, the Library Authority Board of the Mono County Library System approved a proposal to eliminate daily overdue fines, effective June 1st, 2021.

How Will It Work?

Mono County Library had already ceased collecting daily overdue fines for the pandemic. This will make that permanent.

- The check out and overdue process will remain the same. Most items circulate for 2 weeks with option to renew twice if no one else is waiting for the item.
- In place of daily overdue fines, we are updating our email notices in English & Spanish to encourage responsible borrowing behavior in a positive manner: a courtesy notice 3 days before an item is due, a notice when it goes 1 week overdue, and a second notice at 4 weeks overdue indicating a block has been placed on the account until the borrower brings back the item or resolves the issue.
- A replacement fee will still be charged for lost or damaged items.

What goes away?

Category	Overdue Charge
Adults (books, etc)	\$0.25 per day
Children (books, etc)	\$0.10 per day
DVDs (all ages)	\$1.00 per day

What Are Daily Overdue Charges?

Mono County Library System purchases the majority of its circulating books, dvds, audiobooks, and magazines with operational dollars sourced from our portion of the County's property tax revenue. Additional materials are purchased with grant dollars or gifts from local Friends of the Library groups.

Libraries have traditionally levied two categories of charges in relation to the use of its materials:

- Replacement charges for damaged, lost or missing items – respecting the source of the funds that purchased them. These charges are presented as 'refreshing the cost of purchase' and are calculated by staff by looking up the cost of the item.
- Daily overdue charges at the rates listed above – a longstanding library practice intended to encourage 'good behavior' in returning materials on time so other community members could use them. These charges are entirely additive revenue.

Why Eliminate Them?

This is intended to remove a barrier that disproportionately blocks the individuals and families who stand to benefit most from the full suite of services the library has on offer. Libraries who make this change generally report an increase in library use, especially among families and children.

As a public library, we strive to serve everyone in our service area, but libraries have for decades developed services that explicitly furthered equity even before that term became popular: outreach programs and book deliveries to preschools and daycares; books by mail service to people who could not regularly visit a library in person; afterschool tutoring; bookmobile service to remote areas; a free braille and talking book by mail service to the visually-impaired; technology training; and the list goes on.

In recent years as public libraries nationwide have honed in on services to constituencies that stand the most to benefit from the services we provide -e.g., those who are younger, those with limited means, and/or in historically marginalized groups, two important things emerged:

- People in those categories are more likely to have library overdue fines and more likely to have their accounts blocked completely as a result.
- Despite over 100 years of the practice, no appreciable studies or data show that daily overdue fines actually work as intended (*Colorado State Library report "Removing Barriers to Access"*). Anecdotal evidence of *"I always return my books on time because I don't want the shame of a library fine"* is balanced out by *"I sometimes don't return my books at all because I have a library fine and I'm ashamed to admit it or unable to resolve it."* Sometimes that latter statement is qualified with *"My parents won't let me check out books because I have a fine"* which is a familiar statement in libraries, including Mono County, and is contrary to the original underlying intent of the overdue charge.
- Libraries that do see appreciable fine revenue are demonstrating that the charge isn't changing behavior, just that many people can afford the inconvenience and do pay it in exchange for keeping the materials longer.

Recognizing this, the American Library Association in January of 2019 formerly adopted a Resolution on Monetary Library Fines as a Form of Social Inequity that categorizes daily overdue fines as "a barrier to the provision of library and information services" and urges libraries and governing bodies to actively move towards eliminating them. (included in packet)

Concurrently during this period, governments and businesses at all levels are reexamining the state of equity, diversity and inclusion (EDI) in their jurisdictions. To this end in October of 2020, the Mono County Board of Supervisors adopted the Resolution R20-93 "Recognizing Racism as a Public Health Crisis and Affirming Mono County's Commitment to Building Racial Equity and Reducing Disparity."

Can Mono County Library System Afford It?

Based on analysis from previous years, the annual additive revenue from daily overdue charges is approximately \$6,000. This represents approximately ½ of 1% of the Library operating budget. Having suspended daily overdue charges for the duration of the pandemic, Mono County Library System has demonstrated that this is minimal enough that we can safely eliminate it with continued responsible spending—including the operational cost benefit offered by replacing two retirees this June with staff at starting level salaries. The MCOE Chief Business Officer has concurred and indicated that this is possible without losing a responsible yearly surplus.

Who Stands Most To Benefit?

Libraries typically use “Blocked Accounts” data to understand where overdue fines create the greatest barriers. Typical results show blocked accounts due to excessive overdue fines usually correlate to neighborhoods and communities with lower incomes. *This is difficult in Mono County due to the prevalence of post office box use, but we do have some street address data for Mammoth Lakes residents. An analysis of just Mammoth Lakes youth cards blocked due to overdue fines is telling in that most of the streets on which they reside fall within Census blocks that report 14-20% residents at or below poverty line (city-data.com):*

Where Youth Library Cards are blocked in Mammoth Lakes	
Street	# Blocked Accounts
Azimuth Drive - 14	14
Lupin Street - 11	11
Old Mammoth Road - 10	10
Chateau Road - 9	9
Joaquin Road - 7	7
Tavern Road - 6	6
Chaparral Road - 5	5
Mono Street - 5	5
Sierra Manor Road - 4	4
Callahan Way - 3	3
Fairway Circle - 3	3
Laurel Mountain Road - 3	3
Meridian Boulevard - 3	3
Lakeview Boulevard - 2	2
Manzanita Road - 2	2
Saint Anton Circle - 2	2
Ski Trail - 2	2
Arrowhead Drive - 1	1
Canyon Boulevard - 1	1
Davison Road - 1	1
Hidden Valley Road - 1	1
Horseshoe Street - 1	1
Main Street - 1	1
Saint Moritz Road - 1	1
Sierra Nevada Road - 1	1
Valley Vista Drive - 1	1
Wagon Wheel Road - 1	1

based on available street address only in library account, no POBs included

Eliminating Library Overdue Fines Is Not a Trend, It Is an Evolution



Resolution on Monetary Library Fines as a Form of Social Inequity

Whereas monetary fines present an economic barrier to access of library materials and services;

Whereas there is mounting evidence that indicates eliminating fines increases library card adoption and library usage;

Whereas monetary fines create a barrier in public relations, and absorb valuable staff time applying, collecting, and managing dues;

Whereas the first policy objective listed in ALA Policy B.8.10 (Library Services to the Poor) as approved by ALA Council on January 28, 2019, states that the American Library Association shall implement these objectives by "Promoting the removal of barriers to library and information services, particularly fees, and overdue charges";

Whereas ALA Policy B.4.2 (Free Access to Information) "asserts that the charging of fees and levies for information services, including those services utilizing the latest information technology, is discriminatory in publicly supported institutions providing library and information services";

Whereas in *Economic Barriers to Information Access, An Interpretation of the Library Bill of Rights*, ALA states "All library policies and procedures, particularly those involving fines, fees, or other user charges, should be scrutinized for potential barriers to access;

Whereas libraries will need to take determined and pragmatic action to dismantle practices of collecting monetary fines

Whereas libraries of all types are responsive to bodies, be they school districts, boards of trustees, college and university administration, or government entities and therefore need to be able to make the case to those bodies about eliminating fines; and

Whereas monetary fines ultimately do not serve the core mission of the modern library; now, therefore, be it

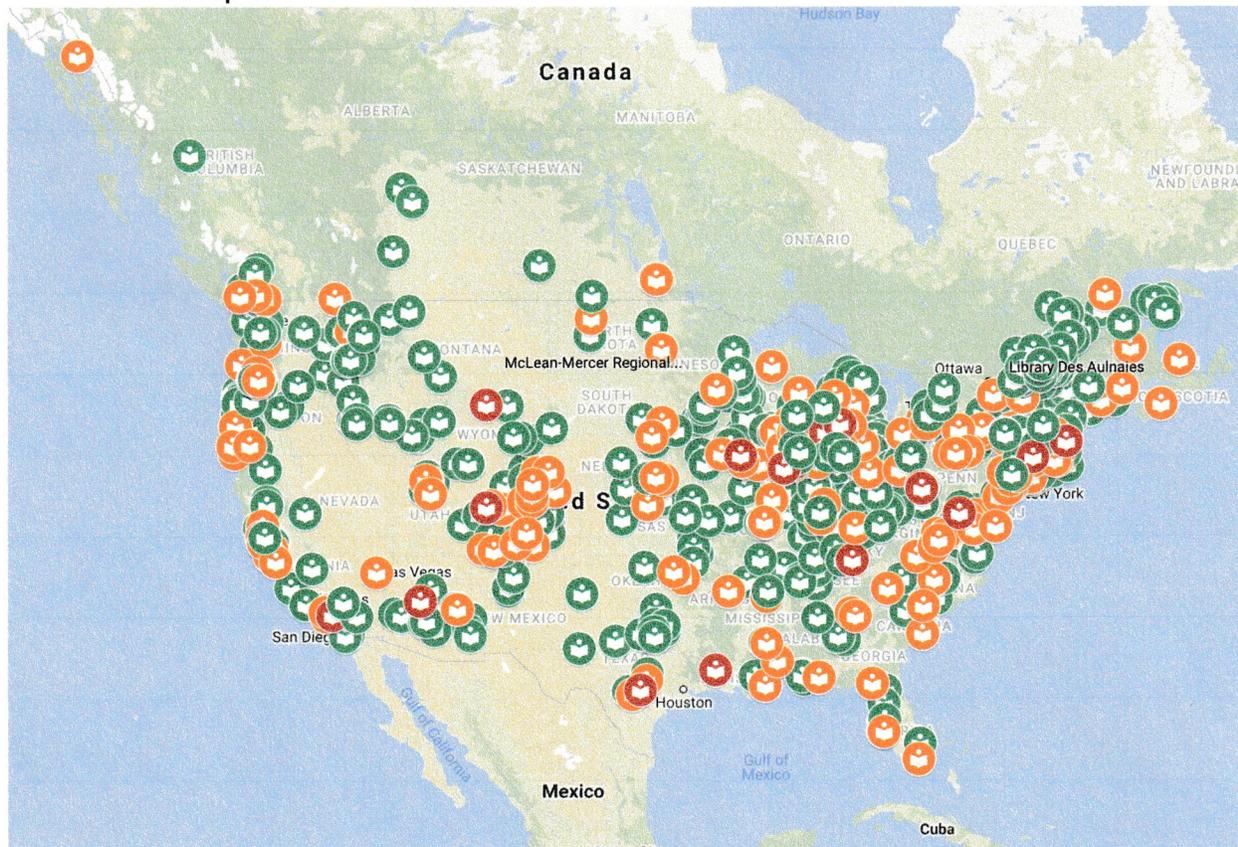
Resolved, that the American Library Association (ALA), on behalf of its members

1. adds a statement to the Policy Manual that establishes that "The American Library Association asserts that imposition of monetary library fines creates a barrier to the provision of library and information services.";
2. urges libraries to scrutinize their practices of imposing fines on library patrons and actively move towards eliminating them; and
3. urges governing bodies of libraries to strengthen funding support for libraries so they are not dependent on monetary fines as a necessary source of revenue.
4. establish a working group to develop information resources, including strategies and tips, for libraries interested in abolishing fines, with a report due to Council at the 2019 Annual Conference

Adopted by the Council of the American Library Association Monday, January 28, 2019, in Seattle, WA

Mary W. Ghikas, Executive Director and Secretary of the ALA Council

Map of North American Libraries that have eliminated overdue fines:



Source: endlibraryfines.info/fine-free-library-map

79 California Libraries Have Eliminated Overdue Fines			
ALAMEDA COUNTY LIBRARY	GLENDALE LIBRARY, ARTS & CULTURE	PALO ALTO CITY LIBRARY	SANTA CLARA CITY LIBRARY
ALAMEDA FREE LIBRARY	GOLETA VALLEY LIBRARY	PALOS VERDES LIBRARY DISTRICT	SANTA CLARA COUNTY LIBRARY
ALPINE COUNTY LIBRARY/ARCHIVES	HARRISON MEMORIAL LIBRARY	PASADENA PUBLIC LIBRARY	SANTA CRUZ PUBLIC LIBRARIES
ALTADENA LIBRARY DISTRICT	HAYWARD PUBLIC LIBRARY	PASO ROBLES CITY LIBRARY	SAUSALITO PUBLIC LIBRARY
ANAHEIM PUBLIC LIBRARY	LARKSPUR PUBLIC LIBRARY	PLACENTIA LIBRARY DISTRICT	SHASTA PUBLIC LIBRARIES
AZUSA CITY LIBRARY	LINCOLN PUBLIC LIBRARY	PLEASANTON PUBLIC LIBRARY	SIERRA MADRE PUBLIC LIBRARY
BELVEDERE-TIBURON LIBRARY	LIVERMORE PUBLIC LIBRARY	RANCHO CUCAMONGA PUBLIC LIBRARY	SIMI VALLEY PUBLIC LIBRARY
BENICIA PUBLIC LIBRARY	LOS ANGELES PUBLIC LIBRARY	REDWOOD CITY PUBLIC LIBRARY	SONOMA COUNTY LIBRARY
BERKELEY PUBLIC LIBRARY	LOS GATOS LIBRARY	SACRAMENTO PUBLIC LIBRARY	SOUTH PASADENA PUBLIC LIBRARY
BEVERLY HILLS PUBLIC LIBRARY	MARIN COUNTY FREE LIBRARY	SALINAS PUBLIC LIBRARY	SOUTH SAN FRANCISCO PUBLIC LIBRARY
BLANCHARD/SANTA PAULA PUBLIC LIBRARY DISTRICT	MENLO PARK PUBLIC LIBRARY	SAN DIEGO PUBLIC LIBRARY	ST. HELENA PUBLIC LIBRARY
BUENA PARK LIBRARY DISTRICT	MONO COUNTY LIBRARY SYSTEM	SAN FRANCISCO PUBLIC LIBRARY	SUNNYVALE PUBLIC LIBRARY
BURLINGAME PUBLIC LIBRARY	MONTEREY PARK BRUGGEMEYER LIBRARY	SAN JOSE PUBLIC LIBRARY	TEHAMA COUNTY LIBRARY
CALAVERAS COUNTY LIBRARY	MOUNTAIN VIEW PUBLIC LIBRARY	SAN JUAN BAUTISTA CITY LIBRARY	TULARE COUNTY FREE LIBRARY
CITY OF COMMERCE PUBLIC LIBRARY	NAPA COUNTY LIBRARY	SAN LEANDRO PUBLIC LIBRARY	VENTURA COUNTY LIBRARY
CONTRA COSTA COUNTY LIBRARY	NEVADA COUNTY LIBRARY	SAN LUIS OBISPO CITY-COUNTY LIBRARY	VICTORVILLE CITY LIBRARY
CORONA PUBLIC LIBRARY	OAKLAND PUBLIC LIBRARY	SAN MATEO COUNTY LIBRARIES	WILLOWS PUBLIC LIBRARY
DEL NORTE COUNTY LIBRARY DISTRICT	OCEANSIDE PUBLIC LIBRARY	SAN RAFAEL PUBLIC LIBRARY	WOODLAND PUBLIC LIBRARY
EL SEGUNDO PUBLIC LIBRARY	ORLAND FREE LIBRARY	SANTA ANA PUBLIC LIBRARY	YOLO COUNTY LIBRARY
FULLERTON PUBLIC LIBRARY	PALM SPRINGS PUBLIC LIBRARY	SANTA BARBARA PUBLIC LIBRARY	

source: California State Library survey of 183 libraries



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

TIME REQUIRED 30 minutes

SUBJECT COVID-19 (Coronavirus) Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robert C. Lawton, CAO, Bryan
Wheeler, Public Health Director

AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic, including reports from the Emergency Operations Center (EOC), Unified Command (UC), and the various branches of the EOC, including Community Support and Economic Recovery, Joint Information Center (JIC), and Public Health.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Robert C. Lawton

PHONE/EMAIL: 760-932-5415 / rlawton@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
5/20/2021 9:26 AM	County Counsel	Yes
5/17/2021 4:53 PM	Finance	Yes
5/27/2021 9:54 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

Departments: Mountain View Fire Emergency Operations Center

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Justin Nalder, EOC Director

SUBJECT Mountain View Fire Update and
Review of Emergency Declarations

AGENDA DESCRIPTION:

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

Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

RECOMMENDED ACTION:

Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts.

Find that there is a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

FISCAL IMPACT:

Continuation of the declared emergencies continues the County's eligibility for state and federal disaster assistance.

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Board Declaration of Emergency
<input type="checkbox"/> Health Officer Declaration
<input type="checkbox"/> Board Ratification of Health Emergency

History

Time	Who	Approval
5/21/2021 5:07 PM	County Counsel	Yes
5/17/2021 4:52 PM	Finance	Yes
5/27/2021 9:53 AM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsels
Christian E. Milovich
Anne L. Frievalt

**OFFICE OF THE
COUNTY COUNSEL**

Mono County
South County Offices
P.O. BOX 2415
MAMMOTH LAKES, CALIFORNIA 93546

Telephone
760-924-1700

Facsimile
760-924-1701

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: June 1, 2021
Re: Review of Emergency Declarations – Mountain View Fire

Recommended Action

Review need for continuing local emergency declared by the Board of Supervisors on November 17, 2020, and for continuing the local health emergency declared by the Mono County Health Officer on November 19, 2020, (ratified by the Board of Supervisors on November 24, 2020).

Determine that the need for continuing the declarations of emergency continues to exist or determine that need no longer exists and terminate one or both declarations.

Strategic Plan Focus Areas Met

Economic Base Infrastructure Public Safety
 Environmental Sustainability Mono Best Place to Work

Discussion

On November 17, 2020, a fire broke out in the Community of Walker (the “Mountain View Fire”) in the midst of a hurricane-force wind event. More than 140 structures were destroyed, including 74 homes. On that date, by emergency action, the Board of Supervisors declared a state of local emergency under the California Emergency Services Act (CESA) (Cal. Gov’t Code § 8630). On November 19, 2020, the Governor of the State of California also proclaimed a State of Emergency under CESA, and the Mono County Health Officer declared a local health emergency under Health and Safety Code § 101080, related to the presence of hazardous and toxic materials associated with fire debris. The Board of Supervisors ratified the Health Officer’s declaration on November 24, 2020.

Under the CESA, the Board must review the need for continuing the local emergency at least once every 60 days until it terminates the emergency. Under Health and Safety Code § 101080, the Board must review the need for continuing the local health emergency at least once every 30 days. Under both provisions, the Board must terminate the local emergency at the earliest possible date that conditions warrant.

This item is on the Board’s agenda for a review of the conditions necessitating the declarations of emergency as follows:

1. Declaration of Local Health Emergency

A local health emergency exists under § 101080 when an area is affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent.

The potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented.

The combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals that have been stored in homes, garages, or sheds also produce hazardous materials when burned.

Exposure to hazardous substances may lead to acute and chronic health effects, long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community

As of this date, hazardous debris removal associated with the Mountain View Fire is not complete and conditions warranting the continuation of the declared health emergency continue to exist.

2. Declaration of Local Emergency

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat.

As noted above, debris removal and other remediation of the events of November 17-18 is ongoing. These activities require the combined forces of Mono County, CalOES and other entities to combat.

Attachments:

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DECLARING
A LOCAL EMERGENCY DUE TO SEVERE WILDFIRE IN THE ANTELOPE
VALLEY AREA CAUSED BY THE MOUNTAIN VIEW FIRE**

WHEREAS, today, November 17, 2020, during a severe wind event, a fast-moving fire erupted in the Antelope Valley in Northern Mono County (the “Mountain View Fire”); and

WHEREAS, by 4:00, the fire had destroyed structures and homes and taken at least one life; evacuations are ongoing, and animals have been let free; and

WHEREAS, the Board has determined that conditions of disaster and extreme peril exist which are beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, does hereby declare a state of emergency as a result of the Mountain View Fire in Northern Mono County, based on the findings stated above and other information presented to it during its meeting of today’s date.

BE IT FURTHER RESOLVED THAT consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act, in addition to any and all recovery assistance the State of California can provide, are requested to respond to the emergency herein described, including as necessary to respond to such eligible damages resulting from the emergency which may later be discovered.

PASSED, APPROVED and ADOPTED this 17th day of November 2020, by the following vote, to wit:

AYES: Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

NOES: None.

ABSENT: None.

ABSTAIN: None.

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

Queenie Barnard (Nov 18, 2020 12:25 PST)

Clerk of the Board

APPROVED AS TO FORM:

Stacey Simpson (Nov 18, 2020 12:40 PST)

County Counsel



MONO COUNTY HEALTH DEPARTMENT

LOCAL PUBLIC HEALTH ORDER

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

**EMERGENCY ORDER OF THE MONO COUNTY HEALTH OFFICER
DECLARING A LOCAL HEALTH EMERGENCY DUE TO THE
MOUNTAIN VIEW FIRE; LIMITING RE-ENTRY TO AFFECTED AREAS TO
PROTECT PUBLIC HEALTH AND SAFETY; AND PROHIBITING ENDANGERMENT
OF THE COMMUNITY THROUGH THE UNSAFE REMOVAL,
TRANSPORT, AND DISPOSAL OF FIRE DEBRIS**

WHEREAS, the Mono County Board of Supervisors proclaimed a local state of emergency on November 17, 2020, and the Governor issued a Proclamation of a State of Emergency on November 19, 2020, due to conditions of extreme peril caused by the Mountain View Fire, which destroyed 96 homes and damaged various other structures, including Mono County's solid waste transfer station, in the Walker area of Mono County; and

WHEREAS the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented; and

WHEREAS, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Wells may be contaminated and require chlorination following a period of power outages. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials; and

WHEREAS, exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community, and

WHEREAS, areas affected by the fire were evacuated by Incident Command, and reentry by residents and the public for safety reasons must be regulated until such time as hazardous materials inspection and removal is conducted; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local health officer to declare a local health emergency in areas affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

WHEREAS, Health and Safety Code section 101040 further authorizes the Health Officer to issue orders to protect public health and safety in the context of a local emergency; and

WHEREAS, the Mono County Health Officer finds that the Mountain View Fire has created conditions hazardous to public health and safety in the form of contaminated debris from household hazardous waste/materials and structural debris, which poses a substantial threat to human health and the environment unless its removal and disposal is performed in a manner that protects the public health and safety.

NOW THEREFORE, the Mono County Health Officer **DECLARES** and **ORDERS** as follows:

1. Pursuant to California Health and Safety Code sections 101040 and 101080, a local health emergency exists in Mono County due to debris resulting from the Mountain View Fire being or containing hazardous materials and the imminent and proximate threat of release thereof, which are public health hazards and immediate threats to the public health and safety.
2. Effective immediately and continuing until it is extended, rescinded, superseded, or amended in writing by the Public Health Officer, this Order continues existing closures and prohibits re-entry into specified areas affected by the Mountain View Fire as shown in Exhibit A (“Current Evacuation Area (11/19/20)”), which is attached to this Order and incorporated by this reference, until such time as those areas can be assessed for hazards and, where necessary, remediated.
3. Upon notification by the County of Mono’s Building and Environmental Health Divisions that additional areas or premises are safe to re-enter, the Health Officer may replace Exhibit A, without otherwise modifying this Order, by posting and distributing a revised map labeled “Current Evacuation Area” with the date of such revision and a reference to this Order.
4. In coordination with local law enforcement, re-entry for the limited purpose of retrieving possessions may be allowed, provided no hazards have been identified on the property being accessed.
5. Regardless of when re-entry occurs, no cleanup activities of burned structures or other construction activities shall commence without the prior written authorization of the County

of Mono's Building and Environmental Health Divisions and in compliance with adopted cleanup standards and construction safety guidelines.

6. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the authorization of the Mono County Public Health Department – Environmental Health Division.
7. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, property owners choosing not to participate in a State Fire Debris Clearance Program, if one is established in Mono County, must register with and obtain the permission of the Mono County Public Health Department – Environmental Health Division, before beginning the removal of fire debris and conduct their private debris removal, transport, and disposal in a manner that does not endanger the community.
8. No one shall temporarily occupy or camp on private property unless and until standards for such temporary occupancy are approved by the Mono County Building and Environmental Health Divisions, (and the Board of Supervisors if required under County or State law).

IT IS FURTHER DECLARED, pursuant to California Health and Safety Code section 101080, that the local health emergency created and presented by the Mountain View Fire shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Mono County Board of Supervisors and shall be reviewed by the Board of Supervisors at least every 14 days until the local health emergency is terminated.

IT IS SO ORDERED:

Date: November 19, 2020

Thomas Boo, MD

Dr. Tom Boo
Mono County Public Health Officer

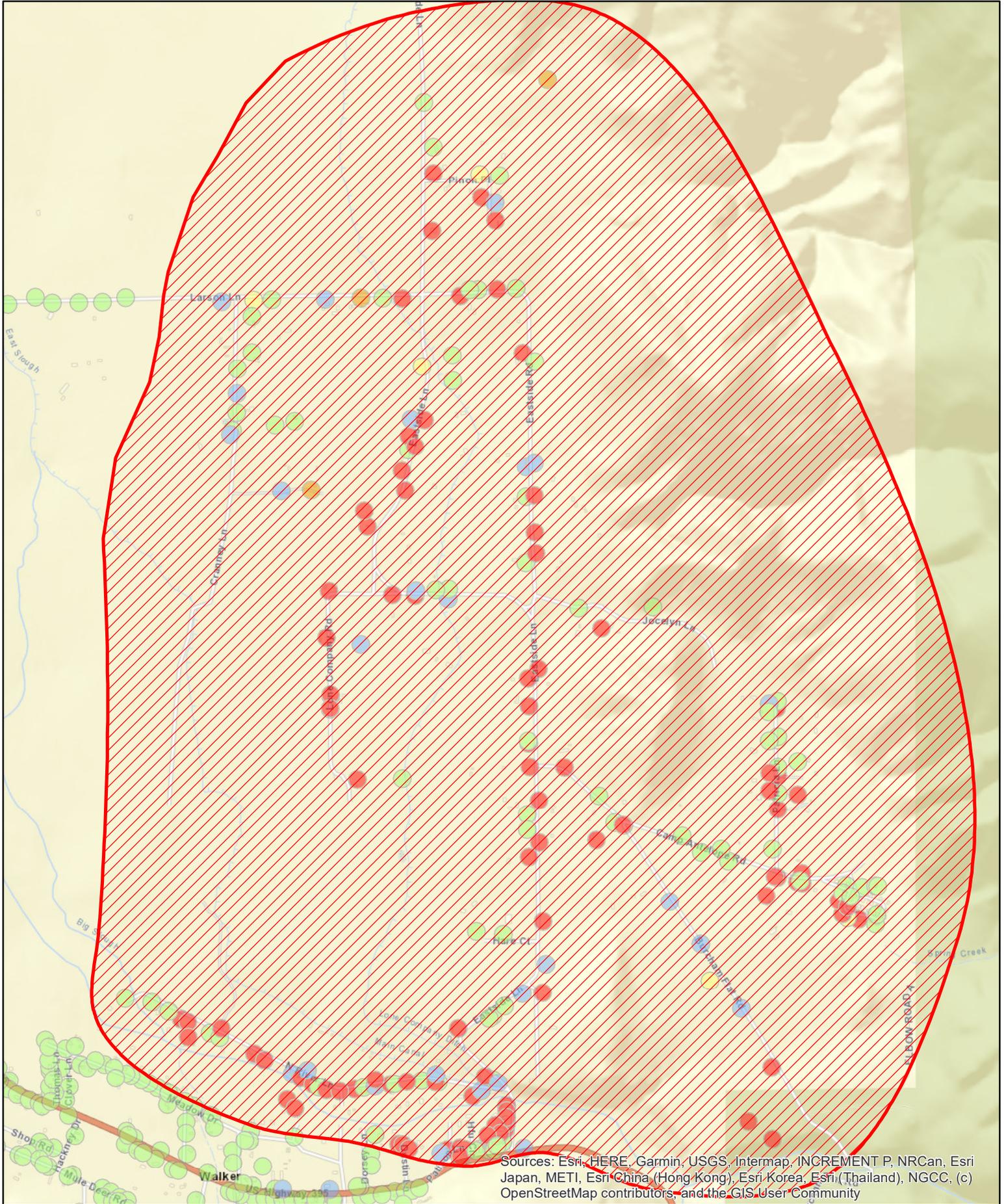
EXHIBIT A
CURRENT EVACUATION AREA (11/19/20)



CURRENT EVACUATION AREA

As of 11/19/2020 - 10:45a

For updates visit
<https://on.mono.ca.gov/mountainviewfire>



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



R20-102

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
RATIFYING PROCLAMATION OF LOCAL HEALTH
DUE TO THE PRESENCE OF TOXIC AND HAZARDOUS DEBRIS
RESULTING FROM THE MOUNTAIN VIEW FIRE IN WALKER**

WHEREAS, the Local Health Officer did, on the 19th day of November, 2020, declare a local public health emergency in the County of Mono as a result of the Mountain View Fire, a fast-moving and devastating blaze which began on November 17, 2020, and burned more than 140 structures, including 74 homes which were completely destroyed and an additional 2 homes which were damaged, in the community of Walker, California; and

WHEREAS, the Health Officer declaration, which is hereby incorporated by this reference, included a restriction on re-entry into areas affected by the fire in order to protect the public from toxic and hazardous materials typically present following a fire that burns residential or commercial structures. The order also included guidance and restrictions for safe debris removal, transport and disposal; and

WHEREAS, the Mono County Building and Environmental Health Departments, with support, expertise and resources provided by the California Office of Emergency Services (CalOES), thereafter assessed the fire-damaged areas and a plan was made to allow residents to commence safely re-entering the area on November 22, 2020. The Health Officer therefore issued a revised order on that date allowing for controlled re-entry, but continuing the prior restrictions on debris removal, transport and disposal; and

WHEREAS, the continuation of these restrictions, as well as the continued assistance and resources of CalOES and others with expertise in remediating fire damage, remain necessary in order to protect public health, safety and the environment and are required for a safe and effective response to the conditions of disaster and extreme peril resulting from the Mountain View Fire, which is beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Mono, State of California, adopts the above findings and does hereby ratify the aforementioned proclamation of local health emergency and declares a continued state of local health emergency in the County which is beyond the control of the normal protective services, personnel, equipment and facilities within the County, as a result of the Mountain View Fire.

1 **BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business
2 Administration Disaster Declaration for Individual Assistance and funding through the California
3 Disaster Assistance Act, in addition to any and all recovery assistance the State of California can
4 provide, are requested to respond to the emergency herein described, including as necessary to
5 respond to such eligible damages resulting from the emergency which may later be discovered.

6 **PASSED, APPROVED and ADOPTED** this 24th day of November, 2020, by the
7 following vote, to wit:

8 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 

13 _____
14 Stacy Corless, Chair
15 Mono County Board of Supervisors

16 **ATTEST:**

17 
18 _____
19 Queenie Barnard (Nov 24, 2020 12:57 PST)

20 Clerk of the Board

21 **APPROVED AS TO FORM:**

22 
23 _____
24 Stacey Simon (Nov 24, 2020 13:14 PST)

25 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

Departments: Finance, CAO

TIME REQUIRED 45 minutes

SUBJECT Fiscal Year 2021-22 Budget Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Finance Director;
Megan Mahaffey, Accountant II

AGENDA DESCRIPTION:

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

The budget development team will update the Board about the FY 2021-22 budget development process. This update will discuss final changes and recommendations resulting from the budget workshop, before the recommended budget is published on June 4, 2021.

RECOMMENDED ACTION:

None. Discussion only.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

None.

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Presentation

History

Time	Who	Approval
5/21/2021 5:39 PM	County Counsel	Yes
5/26/2021 9:01 AM	Finance	Yes
5/27/2021 10:25 AM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

TO: Mono County Board of Supervisors

FROM: Janet Dutcher – Mono County, Director of Finance
Megan Mahaffey – Mono County, Accountant II
Bob Lawton – Mono County, CAO
John Craig – Mono County, Assistant CAO

DATE: June 1, 2021

RE: FY 2021-2022 Budget Update

Discussion:

On February 9, staff discussed next year's budget calendar with your Board. The schedule includes four opportunities for updating you and the public about our budget process.

- March 2: discuss rate development results
- April 13: update about economics, revenue estimates, base budget development, and structural status of GF deficit
- May 11: budget workshop format, schedule and content, present framework of estimated recommended budget
- June 8: present recommended budget

Since the last update on May 11, the board, the budget team, and department leaders met over three days starting May 17th to conduct this year's budget workshop. This budget update is added as an opportunity to discuss the results from the budget workshop and engage the Board in dialog around decisions that will finalize the recommended budget for publishing by Friday, June 4th.

The following is a list of needs affecting budgetary decisions discussed during the workshop.

- Public Defenders are facing several unusually complex cases. As a result, requests were received to increase the Public Defender budget by between \$250,000 to \$1 million in additional appropriations.
- Contribution to Radio Infrastructure Replacement Capital Projects Fund to accumulate additional funding for the replacement of the County's interoperable emergency communications system.
- Payout to retiring employees for accumulated vacation, sick leave, and overtime, currently estimated at approximately \$132,000.

- An appropriation for the Civic Center to complete the purchase and installation of audio-visual equipment, noise reduction efforts, and the cost associated with a project to enhance the lobby area of the facility.
- Funding for the County's JEDI program.
- Contributions to reserves.
- Community Development staffing enhancement to create capacity. Options include backfilling a retiring position, hiring an additional planner, and/or hiring an administrative services specialist.
- Upgrade the recently added part-time attendant position in Animal Services to full-time.
- The Cannabis Tax fund will have approximately \$155,000 of accumulated resources by the end of the next fiscal year. The budget currently does not include any appropriation of these resources by the Board, nor have strategic programming decisions taken place about how best to spend these funds.
- An additional speed trailer for the Sheriff's Office to add to the two existing trailers currently in inventory. The cost is approximately \$15,000.
- The Probation Department will purchase radios using SB 678 and YOBG funds.
- Narcotics drug enforcement resources for the District Attorney's Office.
- Reduce equipment replacements subject to CARB by \$100,000 and redirect this amount to the Civic Center project to finance the pending list of projects.
- For the sustainable recreation project, reduce the Town of Mammoth Lakes contribution from twelve months to three months and add two part-time trails positions. Leave the \$25,000 set aside for trails organizations with the Eastern Sierra Sustainable Recreation program. Previously it was proposed to be moved to the Community Support Fund for distribution.

Following the budget workshop, the budget team proposes the following budgetary changes for the County's General Fund:

- \$250,000 additional appropriation in the Public Defender budget
- \$150,000 contribution to the Civic Center Capital Projects Fund, after reducing the GF's contribution to Motor Pool by \$100,000
- \$81,400 add Administrative Services Specialist position to Community Development, starting October 1, 2021, which is intended to create additional capacity by shifting responsibilities away from existing CDD and Finance staff
- \$30,000 to fund next year's JEDI program requirements
- \$15,000 to the Sheriff for purchase of another speed trailer
- \$3,250 to increase the ESCOG contribution
- \$191,000 contribution to Economic Stabilization Fund

As a result of these proposed changes, the General Fund recommended budget for FY 2021-2022 is presented below, as recommended:

GF Recommended Budget

Expand All	2021-22 Workshop Budget	2021-22 Recommended Budget
Revenues	\$ 40,277,395	\$ 40,280,282
▶ Taxes	27,399,490	27,399,490
▶ Charges for Services	5,978,031	5,980,915
▶ Intergovernmental	4,604,883	4,604,883
▶ Transfers In	932,961	932,961
▶ Fines, Forfeitures & Penalties	744,700	744,700
▶ Licenses, Permits & Franchises	320,400	320,400
▶ Interest & Rents	284,630	284,633
▶ Miscellaneous Revenues	12,300	12,300
Expenses	41,477,395	41,480,282
▶ Salaries & Benefits	28,534,144	28,568,896
▶ Services and Supplies	10,128,921	10,024,806
▶ Transfers Out	1,838,102	2,039,102
▶ Support of Other	876,229	732,479
▶ Contingency	100,000	100,000
▶ Capital Outlay	0	15,000
Revenues Less Expenses	\$ -1,200,000	\$ -1,200,000

Data filtered by Types, GENERAL FUND, No Project and exported on May 26, 2021. Created with OpenGov

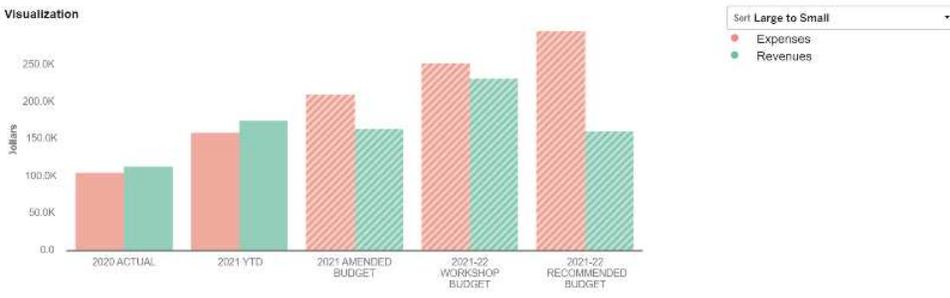
Following the budget workshop, the budget team proposes the following budgetary changes for Non-General Fund budgets:

- Reduce budget for CARB related replacements in the Motor Pool Fund by \$100,000. Add additional capital outlay for the carryover of delayed FY 2020-21 vehicle replacements totaling \$440,000 (all Sheriff vehicles). Add the anticipated Great Basin funding of \$236,000 and vehicle purchases of the same amount. Add the requested \$5,000 equipment purchase.
- Add the cost of cannabis tax processing, estimated at \$2,884. No other appropriations are recommended at this time until after strategic planning efforts take place.
- Purchase of radios by Probation, estimated at \$53,000, paid for using SB 678 and YOBG funding sources.

- The Geothermal Royalties Fund is retitled the Eastern Sierra Sustainable Recreation Fund. The reimbursement from the Town of Mammoth Lakes is reduced from twelve months to three months indicating the County expects to terminate the MOU effective October 1, 2021. Two part-time trails positions are added, as requested. The revised Eastern Sierra Sustainable Recreation Fund recommended budget, as revised, is presented below:

Eastern Sierra Sustainable Recreation Recommended Budget FY 2021-22

Visualization

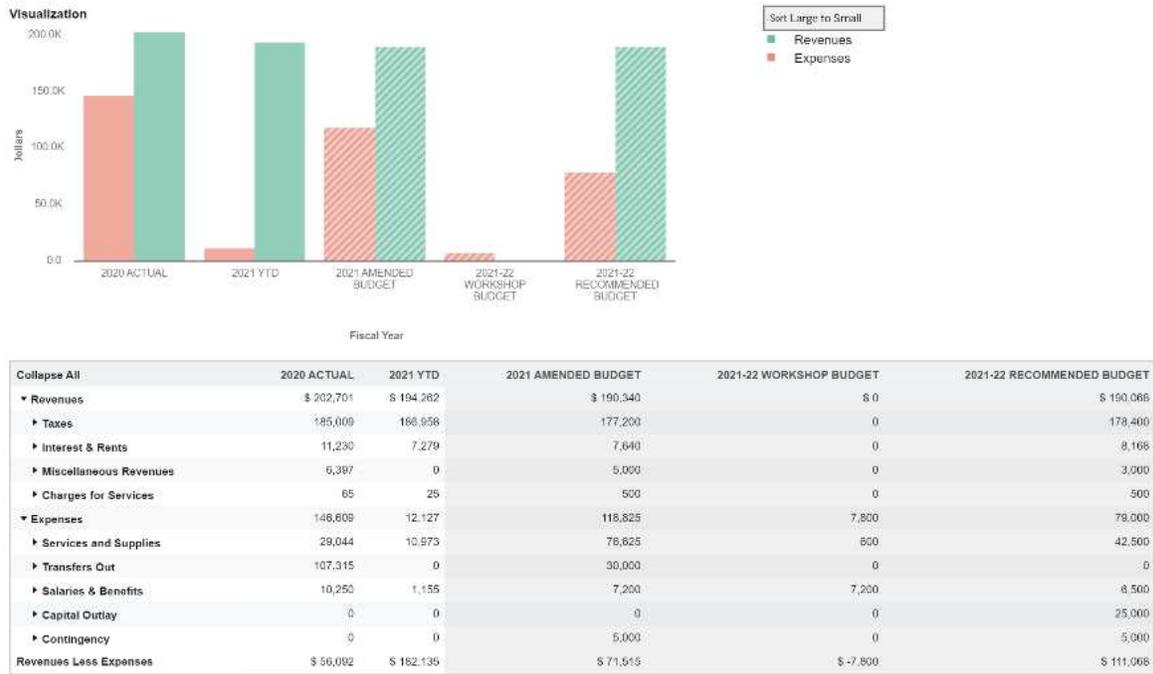


	2020 ACTUAL	2021 YTD	2021 AMENDED BUDGET	2021-22 WORKSHOP BUDGET	2021-22 RECOMMENDED BUDGET
Revenues	\$ 114,412	\$ 175,674	\$ 164,250	\$ 232,720	\$ 161,470
▶ Intergovernmental	107,535	153,459	90,000	229,720	158,470
▶ Miscellaneous Revenues	0	19,242	71,250	0	0
▶ Interest & Rents	6,877	2,974	3,000	3,000	3,000
Expenses	105,981	159,230	210,680	253,529	295,508
▶ Salaries & Benefits	0	74,271	107,193	119,313	160,992
▶ Services and Supplies	30,341	72,691	66,220	42,528	42,828
▶ Transfers Out	15,000	0	15,000	91,688	66,688
▶ Support of Other	60,640	12,267	22,267	0	25,000
Revenues Less Expenses	\$ 8,431	\$ 16,445	\$ -46,430	\$ -20,809	\$ -134,038

Date Filtered by Types: EASTERN SIERRA SUSTAINABLE RECREATION, No Project and exported on May 24, 2021. Created with OpenGov

- The CSA 1 budget is input as submitted, consisting of the following:

CSA 1 Recommended Budget FY 2021-22



Data filtered by Types, COUNTY SERVICE AREA #1 GROW, FY: N/A Project and expored on May 24, 2021. Created with OpenGov

- The CSA 2 budget was input as adopted for FY 2020-21, as follows:

CSA 2 Recommended Budget



Data filtered by Types, COUNTY SERVICE AREA #2 BENTON, No Project and expored on May 24, 2021. Created with OpenGov

Mono County FY 2021-22 Key Budget Dates

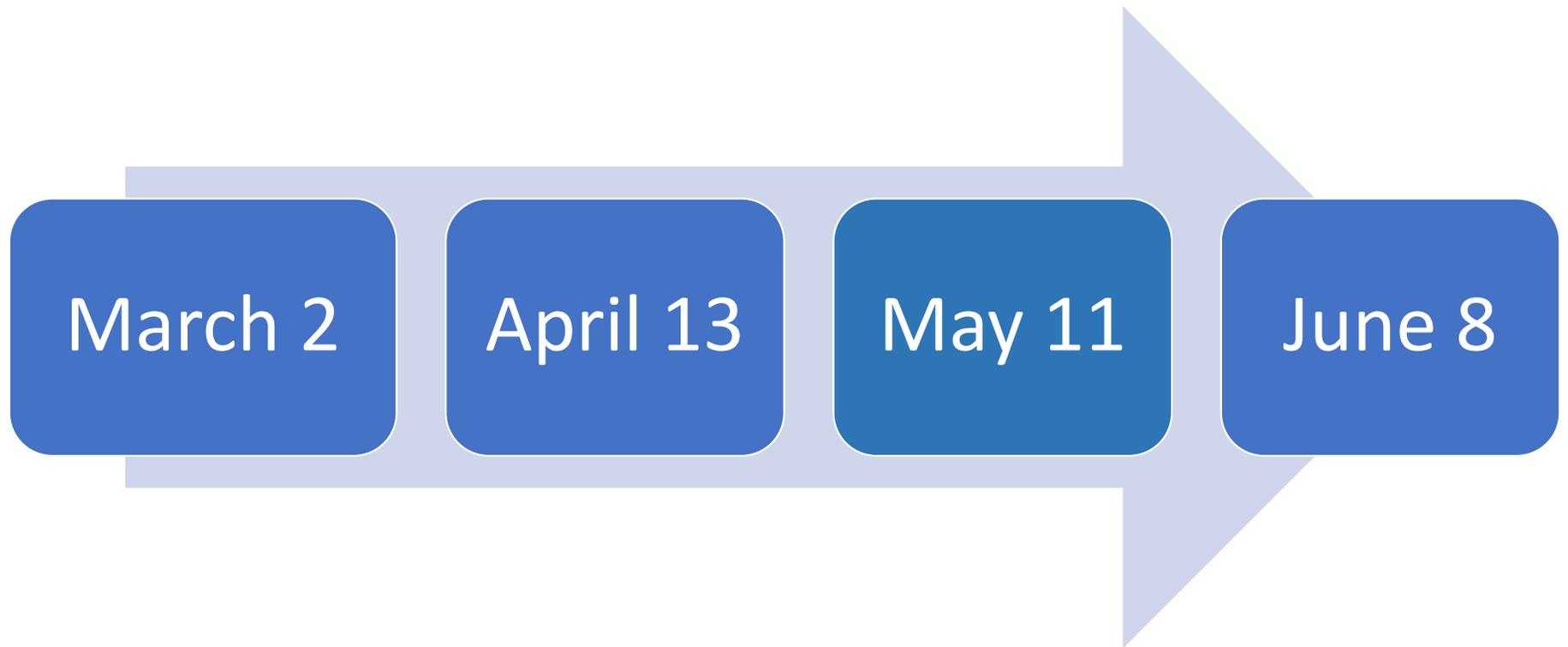
We look forward on the calendar at these key dates that are rapidly approaching:

- June 4: Release of the Recommended Budget for the budget public hearing.
- June 8: Presentation of the Recommended Budget
- June 15: Public hearing and anticipated budget adoption

FY 2021-2022 Budget Development

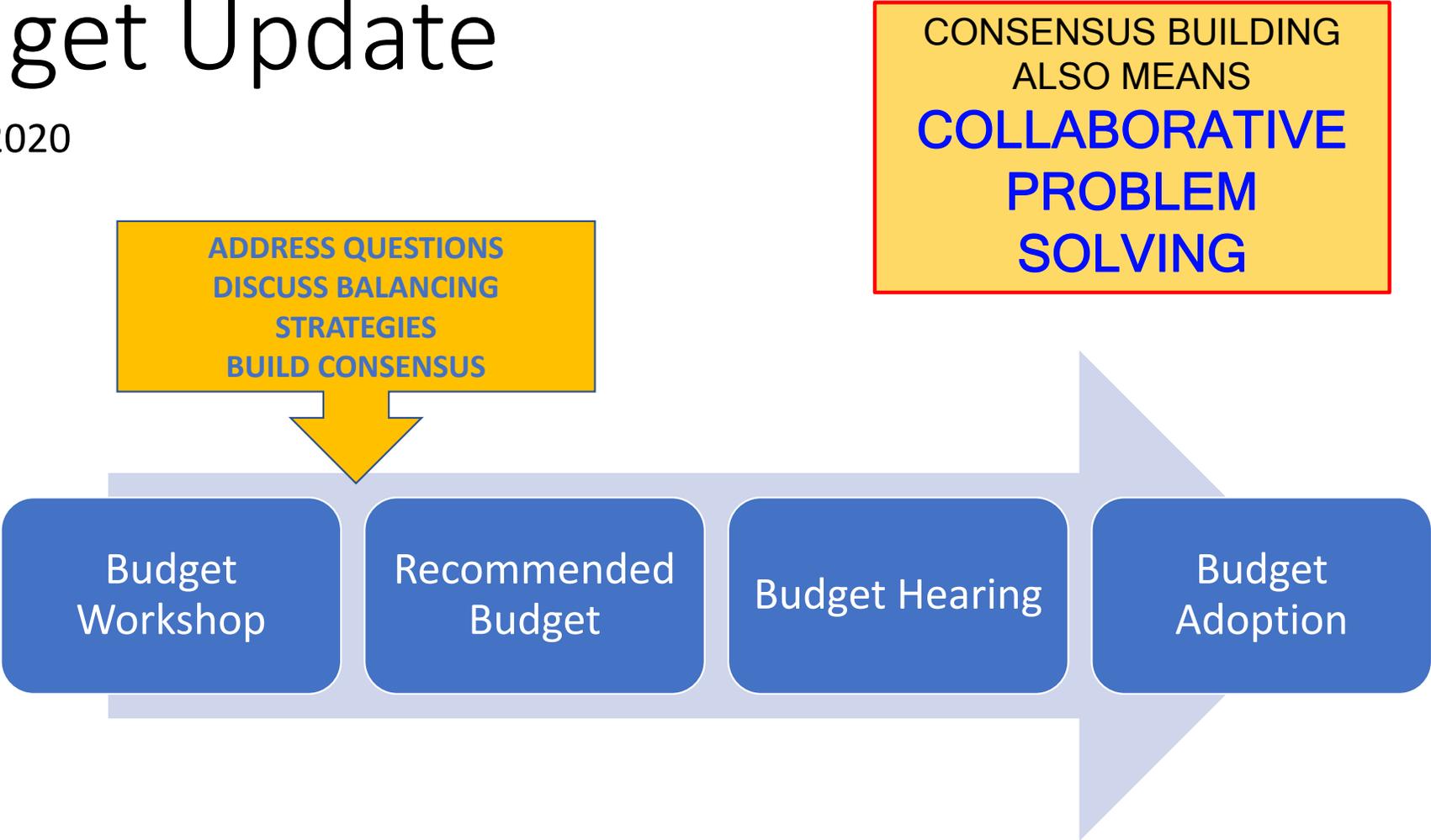
Update #4
June 1, 2021

Budget conversations with governance



Budget Update

June 1, 2020



BUDGET CALENDAR

	Original
DAYS TO PUBLISH BUDGET	3 DAYS
NO. OF BOARD MEETINGS	3
PUBLISH RECOMMENDED BUDGET	JUNE 4
PRESENT RECOMMENDED BUDGET	JUNE 8
PUBLIC HEARING	JUNE 15
BUDGET ADOPTION	JUNE 15

What is included

- Maximum precision
 - Revenues
 - Salaries and benefits
- Progress towards precision
 - Services & supplies
- Funding all positions with recruitment efforts underway
- Funding for the housing AND the communications positions
- Continues EMS Tri-Valley pilot program
- Nearly all policy requests
- First Five – home visiting with \$150,000
- SB1 MOE of \$522,033
- Appropriations to finish forecasting and fee study
- CARB subsidy for heavy vehicle replacement
- Strategic planning and governance projects
- Fund at same level as FY 2021
 - Community grants
 - Fish enhancement

WORKSHOP
QUESTIONS AND
COUNTY NEEDS
(immediate budget needs)

NEEDS

- Public Defender Budget: \$250,000 to \$1 million
- Radio Infrastructure Replacement Capital Project
- Payouts for retiring employees, estimated at \$132,000
- Civic Center: audio/visual, sound remediation, lobby enhancements
- Community Development – staffing needs
- Animal Services: move part-time attendant to full-time
- Cannabis Tax Fund: program spending of proceeds
- Sheriff: speed trailer purchase

NEEDS

- Probation: purchase radios, approximately \$53,000
- District Attorney: Narcotics drug enforcement resources
- Motor Pool: CARB replacement, Great Basin resources to replace additional aging assets
- Sustainable Recreation: TOML agreement term, 2 summer trails positions, \$25,000 for trails

GF Recommendation – Additional Spending

- \$250,000: Public Defender
- \$150,000: Civic Center Capital Projects
- \$81,400: Community Development position
- \$30,000: JEDI program
- \$15,000: Sheriff purchase of speed trailer
- \$3,250: ESCOG additional contribution
- \$191,000: transfer to Economic Stabilization

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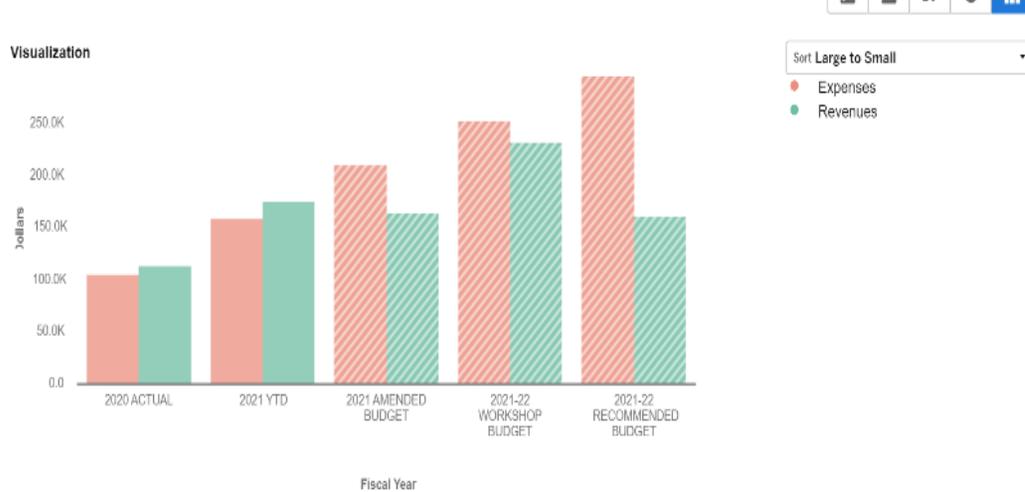
Other Recommendations

- Motor Pool
 - Reduce CARB replacements by \$100,000.
 - Add FY 2020-21 encumbered capital outlay
 - Add Great Basin revenue and spending of \$236,000
 - Add equipment purchase of \$5,000
- Cannabis Tax
 - Add processing cost (\$2,884)
 - Wait for strategic planning efforts
- Probation radios, estimated at \$53,000, using SB678 and YOBG

Eastern Sierra Sustainable Recreation Fund (formerly the Geothermal Royalties Fund)

- TOML Reimbursement: 3 months
- 2 part time trails position

Eastern Sierra Sustainable Recreation Recommended Budget FY 2021-22

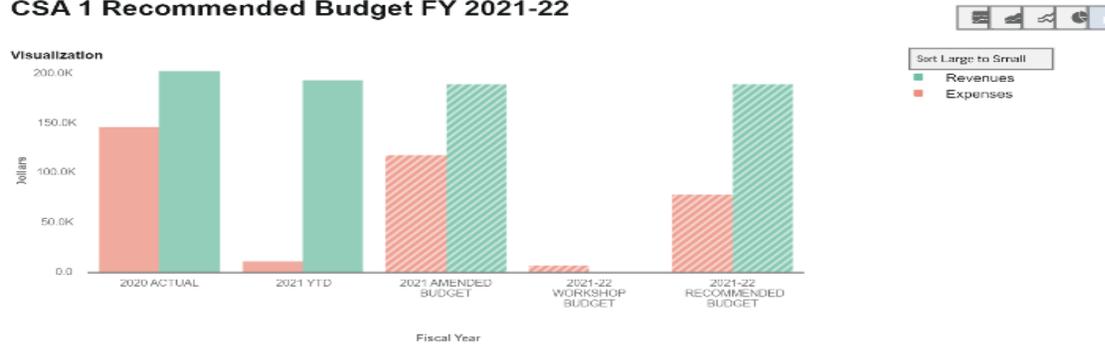


Collapse All	2020 ACTUAL	2021 YTD	2021 AMENDED BUDGET	2021-22 WORKSHOP BUDGET	2021-22 RECOMMENDED BUDGET
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Intergovernmental	107,535	153,459	90,000	229,720	158,470
Miscellaneous Revenues	0	19,242	71,250	0	0
Interest & Rents	6,877	2,974	3,000	3,000	3,000
Expenses	105,981	159,230	210,680	253,529	295,508
Salaries & Benefits	0	74,271	107,193	119,313	160,992
Services and Supplies	30,341	72,891	66,220	42,528	42,828
Transfers Out	15,000	0	15,000	91,688	66,688
Support of Other	60,640	12,267	22,267	0	25,000
Revenues Less Expenses	\$ 8,431	\$ 16,445	\$ -46,430	\$ -20,809	\$ -134,038

Data filtered by Types, EASTERN SIERRA SUSTAINABLE RECREATION, No Project and exported on May 24, 2021. Created with OpenGov

CSA 1: Recommended Budget from the Advisory Board

CSA 1 Recommended Budget FY 2021-22



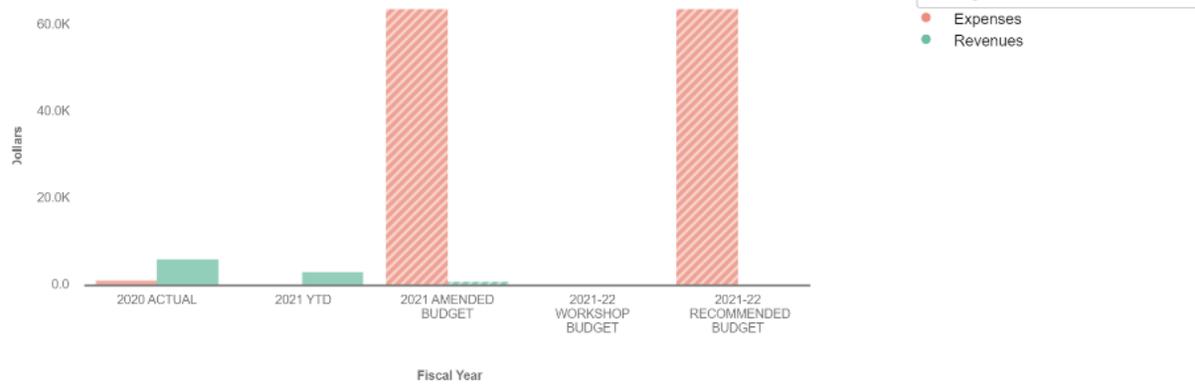
	2020 ACTUAL	2021 YTD	2021 AMENDED BUDGET	2021-22 WORKSHOP BUDGET	2021-22 RECOMMENDED BUDGET
Revenues	\$ 202,701	\$ 194,262	\$ 190,340	\$ 0	\$ 190,066
▶ Taxes	185,009	168,958	177,200	0	178,400
▶ Interest & Rents	11,230	7,279	7,640	0	8,168
▶ Miscellaneous Revenues	6,397	0	5,000	0	3,000
▶ Charges for Services	65	25	500	0	500
Expenses	146,609	12,127	118,825	7,800	79,000
▶ Services and Supplies	29,044	10,973	76,825	600	42,500
▶ Transfers Out	107,315	0	30,000	0	0
▶ Salaries & Benefits	10,250	1,155	7,200	7,200	6,500
▶ Capital Outlay	0	0	0	0	25,000
▶ Contingency	0	0	5,000	0	5,000
Revenues Less Expenses	\$ 56,092	\$ 182,135	\$ 71,515	\$ -7,800	\$ 111,066

Data filtered by Types, COUNTY SERVICE AREA #1 CROWLEY, No Project and exported on May 24, 2021. Created with OpenGov

CSA 2: Recommended Budget (*same as last yr*)

CSA 2 Recommended Budget

Visualization



Expand All	2020 ACTUAL	2021 YTD	2021 AMENDED BUDGET	2021-22 WORKSHOP BUDGET	2021-22 RECOMMENDED BUDGET
▼ Revenues	\$ 6,148	\$ 3,240	\$ 1,000	\$ 0	\$ 0
▶ Interest & Rents	5,324	2,449	1,000	0	0
▶ Charges for Services	825	791	0	0	0
▼ Expenses	1,313	0	63,700	0	63,700
▶ Services and Supplies	1,313	0	63,700	0	63,700
Revenues Less Expenses	\$ 4,835	\$ 3,240	\$ -62,700	\$ 0	\$ -63,700

Data filtered by Types, COUNTY SERVICE AREA #2 BENTON, No Project and exported on May 24, 2021. Created with OpenGov

2021-2022 Budget Portal

- <https://www.monocounty.ca.gov/auditor/page/2021-2022-budget-portal>

FY 2021-22 Key Budget Dates

- June 4: Publish the recommended budget for the public hearing
- June 8: Present the recommended budget to the Board and the public
- June 15: Public hearing and anticipated budget adoption



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

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): Bob Lawton, Stacey Simon, Janet Dutcher, and Dave Wilbrecht. 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 Public Safety Officers Association (PSO). 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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of cases: (1) County of Mono v. City of Los Angeles et al. (Alameda Superior Court Case No. RG18923377); and (2) County of Mono v. Liberty Utilities et al. (U.S. Dist. Ct. Central Dist. of Cal. Case No. CV 21-769-GW-JPRx).

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
5/26/2021 10:05 AM	County Counsel	Yes
5/27/2021 7:40 AM	Finance	Yes
5/27/2021 10:26 AM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 1, 2021

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: 1. Facts and circumstances: Department of Housing and Community Development (HCD) enforcement division investigation regarding Tioga Inn workforce housing project.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME: Stacey Simon

PHONE/EMAIL: x1704 / ssimon@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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History

Time	Who	Approval
5/26/2021 10:06 AM	County Counsel	Yes
5/27/2021 7:40 AM	Finance	Yes
5/27/2021 10:26 AM	County Administrative Office	Yes