



# 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 March 8, 2022

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#### TELECONFERENCE INFORMATION

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings.

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. 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=e42e610c-7f06-4b97-b1d6-739b1ff28cf8](http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8)

#### **To join the meeting by computer:**

Visit <https://monocounty.zoom.us/j/85939124331>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 859 3912 4331

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

#### **To join the meeting by telephone:**

Dial (669) 900-6833, then enter Zoom Webinar ID 859 3912 4331.

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

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

**2. RECOGNITIONS**

**A. Coleville High School Girls Basketball State Championship Recognition**

Departments: Board of Supervisors, sponsored Supervisor Peters

10 minutes

(Supervisor Peters) - A proclamation of the Mono County Board of Supervisors recognizing the Coleville High School Girls Basketball team winning the NIAA State Championship.

**Recommended Action:** Adopt proposed proclamation.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICER**

CAO Report regarding Board Assignments

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes from the February 8, 2022 and February 22, 2022 meetings of the Board of Supervisors.

**Recommended Action:** Approve the Board Minutes from the February 8, 2022 Regular Meeting and February 22, 2022 Special Meeting.

**Fiscal Impact:** None.

**B. Resolution Determining that Charles Clark is Industrially Disabled**

Departments: Risk Management

Proposed resolution determining that Charles Clark is eligible for industrial disability retirement.

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

**Fiscal Impact:** Advanced Disability Pension payments in the amount of \$3707.34 monthly until the employee is placed on the retirement roll by CalPERS at which time CalPERS begins paying the industrial disability retirement allowance to the member and said expenditures would be reimbursed to the County by CalPERS (Government Code section 21419).

**C. Claim for Damages - Rocko Moore**

Departments: Risk Management

Claim for damages filed by Rocko Moore, related to alleged bodily injury during a fight near the Crowley Lake Dam in a dispersed camping area on LADWP land.

**Recommended Action:** Deny the claim submitted by Rocko Moore, direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

**Fiscal Impact:** None.

**D. Contract with E-Squared Communications Group (SE2) for Marketing Campaign**

Departments: Behavioral Health

Proposed contract with E-Squared Communications Group (SE2) to provide marketing services for substance use prevention campaign.

**Recommended Action:** Approve, and authorize CAO to sign, contract with E-Squared Communications Group for Prevention Media Campaign Services for the period February 15, 2022 through December 31, 2022 and a not-to-exceed amount of \$120,640.

**Fiscal Impact:** The total amount of this contract is \$120,640, and is not to exceed \$120,640 per 12-month period. This contract will be paid with the Substance Abuse Prevention and Treatment Block Grant (SABG) supplemental grant- the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), all federal sources of funding. The revenue and corresponding appropriations are included in the Department's budget for FY 2021-22 and will be included in the Department's proposed budget for FY 2022-23.

**E. Adoption of Ordinance Amending Chapter 7.90 (Mono County First 5 Commission)**

Departments: County Counsel

Proposed ordinance of the Mono County Board of Supervisors amending Chapter 7.90, Sections 050 and 060 of the Mono County Code, pertaining to the Mono County First 5 Commission, to omit guidance regarding the staggering of initial commissioner terms, amend term lengths, and fix the number of appointed commissioners.

**Recommended Action:** Adopt proposed ordinance.

**Fiscal Impact:** None.

**6. CORRESPONDENCE RECEIVED**

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

**A. Comment Letter from Sierra County Board of Supervisors to California Natural Resources Agency Regarding Draft "Pathways to 30 x 30" Strategy**

Comment Letter From Sierra County Board of Supervisors to California Natural Resources Agency Regarding California Natural Resources Agency Draft "Pathways to 30x30: Accelerating Conservation of California's Nature."

**7. REGULAR AGENDA - MORNING**

**A. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

15 minutes

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Recommended Action:** None, informational only.

**Fiscal Impact:** None.

**B. Resolution Making Findings under AB 361 through April 7**

Departments: County Counsel

15 minutes

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of March 8, 2022 through April 7, 2022.

**Recommended Action:**  
Adopt proposed resolution.

**Fiscal Impact:** None.

**C. Review of Emergency Declaration Due to Winter Storms**

Departments: Sheriff  
10 minutes

(Sheriff Ingrid Braun) - Review of continuing need for Board of Supervisor's January 11, 2022, Declaration of Local Emergency due to severe winter storms.

**Recommended Action:** Hear report from Sheriff Braun and determine if there is a need to continue the local state of emergency declared on January 11, 2022.

**Fiscal Impact:** None.

**D. Cannabis Delivery Within the Unincorporated Area of Mono County**

Departments: Community Development  
30 minutes

(Michael Draper, Planning Analyst II) - Discuss next steps following the expiration of R20-38, allowing temporary cannabis delivery during the stay-at-home order.

**Recommended Action:**

- 1) Direct staff to initiate a General Plan Amendment (GPA) and County Code amendment, as necessary, to permit commercial cannabis delivery and return with a resolution temporarily permitting commercial cannabis delivery until a decision is finalized via the GPA. OR
- 2) Determine the temporary waiver of the prohibition of commercial cannabis delivery as stated in R20-38 to be expired, and direct staff to contact retailers to ensure compliance.

**Fiscal Impact:** No impact to the General Fund for staff time to implement either action; however, Community Development Department priorities may be impacted. Potential tax revenue may be generated if businesses are allowed to conduct cannabis delivery.

**E. First Amendment to Employment Agreement with Jacob Sloane**

Departments: County Counsel, CAO  
10 minutes

(Stacey Simon, County Counsel) - Proposed resolution approving an amendment to the contract with Jacob Sloane as Risk Manager, to account for additional service provided to the County's Human Resources division and addition of ten percent of base salary for said work, for a period of three months.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R22-\_\_\_\_, approving amendment to the employment agreement with Jacob Sloane as Risk Manager. Authorize the Board Chair to execute said contract amendment on behalf of the County.

**Fiscal Impact:** \$827 per month (10% of base salary) for a period of three months (\$2,481 total), unless extended upon a finding of continuing need.

**F. Employment Agreement - Housing Opportunities Manager**

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Sanjay Choudhrie as Housing Opportunities Manager, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R22-2\_\_\_\_, approving a contract with Sanjay Choudhrie as Housing Opportunities Manager, 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:** Total cost of salary and benefits for FY 2021-22 is \$48,256, of which \$36,585 is salary, and \$11,672 is benefits. This is included in the County Administrator's budget. The cost for an entire fiscal year would be approximately \$144,769 of which \$109,754 is salary and \$35,015 is the cost of benefits.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

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

**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, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**B. Closed Session - Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono v. K.R. Property Development, et al.* (Mono County Superior Court Case No: CV200081)

**C. Closed Session - Public Employee Evaluation**

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

**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** March 8, 2022

**Departments:** Board of Supervisors, sponsored Supervisor Peters

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Supervisor Peters

**SUBJECT** Coleville High School Girls Basketball  
State Championship Recognition

**AGENDA DESCRIPTION:**

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

A proclamation of the Mono County Board of Supervisors recognizing the Coleville High School Girls Basketball team winning the NIAA State Championship.

**RECOMMENDED ACTION:**

Adopt proposed proclamation.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Scheereen Dedman

**PHONE/EMAIL:** 760-932-5538 / sdedman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Lady Wolves Proclamation</a></p>
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**History**

Time	Who	Approval
3/2/2022 5:25 PM	County Counsel	Yes
3/2/2022 4:09 PM	Finance	Yes
3/3/2022 1:58 PM	County Administrative Office	Yes



**MONO COUNTY BOARD OF SUPERVISORS  
PROCLAMATION**

**WHEREAS**, on February 26, 2022, the Coleville High School Girls' Basketball Lady Wolves defeated the Pyramid Lake High School Lady Lakers from Nixon, NV with a score of 66 – 62 in overtime to win the Nevada Interscholastic Activities Association (NIAA) 2022 State Division 1A Girls Basketball Championship in Las Vegas, NV; and

**WHEREAS**, the championship team members are Jasminne Acero, Lorelei Balcunas, Graciela Castellon, Leslie Castellon, Jeannella Daniels, Emily Gonzalez, Alonda Gutierrez-Arana, Stephanie Gutierrez-Rodriguez, Bobbie Harper, Emma Harshman, Kaelyn Lange, Kylee Lange, Alicia Mandell, Alex Sanchez, Ashley Tovar, Mayra Tovar; and

**WHEREAS**, the coaches that led the Lady Wolves to victory are Will Sandy (Head), Megan Guffy (Assistant), and Breezy Rupp (Assistant); and

**WHEREAS**, the road to Las Vegas for the 2022 CHS girls' basketball Lady Wolves includes a 22-2 overall record for season wins; a 8-1 league record; and

**WHEREAS**, this is the first State Championship victory for the girls' basketball Lady Wolves.

**NOW, THEREFORE, BE IT PROCLAIMED**, the Mono County Board of Supervisors hereby recognize and honor the Coleville High School Girls' Basketball team for winning the 2022 NIAA State Championship Division 1A.

**APPROVED AND ADOPTED** this 8th day of March, 2022, 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**    March 8, 2022

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT**                    Board Minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Approval of the Board Minutes from the February 8, 2022 and February 22, 2022 meetings of the Board of Supervisors.

**RECOMMENDED ACTION:**

Approve the Board Minutes from the February 8, 2022 Regular Meeting and February 22, 2022 Special Meeting.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Queenie Barnard

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">February 8 DRAFT Meeting Minutes</a>
<input type="checkbox"/> <a href="#">February 22 DRAFT Meeting Minutes</a>

**History**

Time	Who	Approval
3/2/2022 5:59 PM	County Counsel	Yes
3/2/2022 4:23 PM	Finance	Yes
3/3/2022 1:55 PM	County Administrative Office	Yes



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

Regular Meetings: First, Second, and Third Tuesday of each month. Location of meeting is specified below.  
Teleconference Only - No Physical Location

**Regular Meeting  
February 8, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-027 – M22-034</b>
<b>Resolutions</b>	<b>R22-014 – R22-017</b>
<b>Ordinance</b>	<b>ORD22-02 Not Used</b>

9:00 AM Meeting Called to Order by Chair Gardner

*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.

Chair Gardner:

- "If we set aside time each day to be in a peaceful environment, to walk in nature, or even just to look at a flower or the sky, then that beauty will penetrate us and feed our love and our joy." –Thich Nhat Hanh

- 1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**  
None.
- 2. RECOGNITIONS - NONE**
- 3. COUNTY ADMINISTRATIVE OFFICER**

**Note:**

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

## CAO Report regarding Board Assignments

### **Bob Lawton, CAO:**

- Preparation for the Mid-Year budget, preparing to give instructions for the 22-23 County Budget.
- Discussions on Public Authority, Public Guardian, Public Conservator with County Counsel, and our classification/compensation specials.
- Collective Bargaining Negotiations – Establishing parameters
- Welcomed/Oath two new employees
- Unified Command – Met two times
- ESSRP – Monthly Partner Meeting

## **4. DEPARTMENT/COMMISSION REPORTS**

### **Gordon Greene, Veteran Service Officer:**

- Since September 2021 has assisted 16 Veterans with 27 different claims.
- Created a Facebook for outreach with all contact information to reach Veterans that may need services.
- Interviewed with the Sheet
- Claims are taking roughly 3 months, when claim are not missing forms
- Appeal process time has reduced from 5-6 years to less than a 1 year

## **5. CONSENT AGENDA**

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

### **A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes from December 2, 2021, January 4, 11, and 18, 2022 meetings of the Board of Supervisors.

#### **Action:**

- 1) Approve the Board Minutes from the Regular Meeting on December 21, 2021.
- 2) Approve the Board Minutes from the Regular Meeting on January 4, 2022.
- 3) Approve the Board Minutes from the Regular Meeting on January 11, 2022.
- 4) Approve the Board Minutes from the Regular Meeting on January 18, 2022.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**M22-027**

### **B. Resolution Authorizing Virtual Meetings under AB 361**

Departments: County Counsel

#### **Note:**

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

Proposed resolution authorizing remote teleconference meetings for the period of February 8, 2022 through March 8, 2022, pursuant to AB 361.

**Action:** Adopt proposed resolution, Authorizing remote teleconference meetings for the period of February 8, 2022 through March 8, 2022, pursuant to AB 361.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**R22-14**

**C. Claim for Damages - Curren Zalac**

Departments: Risk Management

Claim for damages filed by Curren Zalac, related to alleged personal injury during a bicycle accident on Minaret Road in Mammoth Lakes, CA. The County of Mono has no affiliation with the road or property where the accident occurred, and the claim is therefore misdirected.

**Action:** Deny the claim submitted by Levitt, Leichenger & Aberle LLP, on behalf of Curren Zalac, direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**M22-028**

**D. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 12/31/2021.

**Action:** Approve the Treasury Transaction Report for the month ending 12/31/2021.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**M22-029**

**E. Quarterly Investment Report**

Departments: Finance

Investment Report for the Quarter ending 12/31/2021.

**Action:** Approve the Investment Report for the Quarter ending 12/31/2021.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**M22-030**

**Note:**

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

**F. Crestwood First Amendment FY 21-22**

Departments: Behavioral Health

Proposed contract amendment to agreement with Crestwood Behavioral Health, Inc pertaining to Residential Treatment Services.

**Action:** Approve contract amendment and authorize CAO to execute said contract on behalf of the County.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**M22-031**

**G. 2017-2022 Mental Health Plan Contract Amendment between Mono County Behavioral Health and the California Department of Health Care Services**

Departments: Behavioral Health

Proposed contract amendment with California Department of Health Case Services and pertaining to county provision of community mental health services.

**Action:** Approve County entry into proposed contract amendment and authorize Behavioral Health Director to execute said amendment on behalf of the County.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**M22-032**

**H. Addendum to MOU with California Health and Wellness**

Departments: Behavioral Health

Proposed amendment to contract with County of Mono and California Health and Wellness pertaining to setting out specific guidance on a dispute resolution process to be followed between mental health plans and Medi-Cal managed care plans.

**Action:** Approve County entry into proposed contract addendum and authorize Behavioral Health Director and CAO to execute said contract on behalf of the County. Provide any desired direction to staff.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**M22-033**

**I. Approval of Victim Witness Resolution 2021-2022**

Departments: District Attorney

**Note:**

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

Resolution approving and authorizing the Mono County District Attorney to participate in and administer the Victim/Witness Assistance Program which is part of the District Attorney's Victim/Witness Program.

**Action:** Approve proposed resolution authorizing the acceptance of Victim/Witness Assistance Program grant funds and authorizing the Mono County District Attorney to sign the grant application for the program.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**R22-15**

**J. Allocation List Amendment - Public Health**

Departments: Public Health

Proposed Resolution R22-16, Authorizing the County Administrative Officer to amend the list of allocated positions to add five (5) new limited-term positions consisting of one (1) COVID Screener-Bilingual, one (1) Fiscal and Technical Specialist IV position, two (2) COVID Response Team Utility positions, and one (1) Chief Equity Officer position in the Department of Public Health.

**Action:** Adopt proposed Resolution R22-16, Amending the list of allocated positions to add five (5) new limited-term positions consisting of one (1) COVID Screener-Bilingual, one (1) Fiscal and Technical Specialist IV position, two (2) COVID Response Team Utility positions, and one (1) Chief Equity Officer position in the Department of Public Health.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**R22-16**

**K. Allocation List Amendment - Sheriff Department**

Departments: Sheriff

Proposed resolution authorizing the County Administrative Officer to amend the County of Mono List of Allocated Positions to change the title of Public Safety Officer to Correctional Deputy Sheriff; and Public Safety Sergeant to Correctional Sergeant.

**Action:** Adopt proposed resolution.

**Duggan moved; Kreitz seconded**

**Vote: 5 yes, 0 no**

**R22-17**

**6. CORRESPONDENCE RECEIVED**

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

**Note:**

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

*The Board acknowledged receipt of the correspondence.*

**A. Letter to the Board of Supervisors Regarding Projects Proposed to the Wildlife Conservation Board**

Letter to the Board of Supervisors regarding projects proposed to the Wildlife Conservation Board for its February 24, 2022, Board Meeting.

**7. REGULAR AGENDA - MORNING**

**A. COVID-19 (Coronavirus) Update**

Departments: CAO, Public Health

(Robert C. Lawton, CAO, Bryan Wheeler, Public Health Director, Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Action:** None.

**Bryan Wheeler, Public Health Director and Dr. Caryn Slack, Public Health Officer**

- Presentation (can be found under Supporting Documents on meeting webpage: <https://monocounty.ca.gov/bos/page/board-supervisors-142>)
- CDPH Mask Mandate Update
- Hospital in Green Status
- Mono County to align with the State Regulations/Mandates

**B. Workshop: Accessory Dwelling Unit Prescriptive Designs**

Departments: Community Development

(Bentley Regehr, Planning Analyst) - Presentation by Bentley Regehr regarding accessory dwelling unit prescriptive designs.

**Action:** None.

Direct staff to return at midyear budget with a proposal to fund all five prescriptive designs, which would require an additional \$12,000.

**Bentley Regehr, Planning Analyst**

- Presented item

**Wendy Sugimura, Community Development Director**

- Clarifies recommendation to direct staff to pursue funding for the 5<sup>th</sup> unit
- Recognizes and thanks Jason Davenport, Bentley Regehr, and Tom Perry.
- Clarifies the Prescript Garage Designs are Detached and are different set of plans

**Jason Davenport, Building Inspector II - Plans Examiner**

- Clarifies Supervisor Duggan's question on "residential adaptive layout for the bathrooms" – different level of accessibility. Plans are not set in stone as far as

**Note:**

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

tubs verses showers.

**Supervisor Kreitz**

- Wants to support for Mid-Year
- Recognizes that it is a huge benefit that these can be used for primary resident
- Thanks Community Development for their “stellar work”

**Supervisor Duggan**

- Questioned if the floor plans can be modified per adaptive layout for bathrooms: showers verses tubs

**Supervisor Peters**

- Questions Prescript Design for Garage
- Offers his support and recognized Bentley for being a “great presenter” at the RPAC meeting.

**Supervisor Corless**

- Offers her support to the proposed actions

**Chair Gardner**

- Thanks Community Development for their work

**C. Groundwater Sustainability Agency Status under Sustainable Groundwater Management Act (SGMA)**

Departments: Community Development and County Counsel

(Wendy Sugimura, Community Development Director; Stacey Simon, County Counsel) - County assumption of Groundwater Sustainability Agency (GSA) status under the Sustainable Groundwater Management Act (SGMA) for those portions of the Owens Valley groundwater basin which are within Mono County but outside the jurisdiction of the Tri-Valley Groundwater Management District (TVGMD), and for the Long Valley groundwater basin. Pursuit of funding for groundwater modeling and/or data collection enhancement for the Tri-Valley/Fish Slough area.

**Action:**

- 1) Direct staff to commence actions necessary to assert GSA status for the Mono County portions of the Owens Valley Groundwater Basin not within the jurisdiction of the TVGMD and for the Long Valley groundwater basin in Mono County and return to the Board for further action.
- 2) Conditioned upon concurrence by the Tri-Valley Groundwater Management District, direct staff to pursue funding to support development of a groundwater model and/or for related data collection and analysis activities in the Tri-Valley/Fish Slough area through the Integrated Regional Water Management (IRWM) program, or other sources.

**Duggan motion. Peters seconded.**

**Vote: 5 yes, 0 no**

**M22-34**

**Stacey Simon, County Counsel**

**Note:**

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- Presented item
- Establishing the GSA does not create any obligation to the county to spend any money or develop a GSP.
- Clarified that we are, “laying the framework in which future actions could be taken”.
- Tri-Valley has a couple board members that are attendees of the meeting

**Supervisor Duggan**

- Clarifies that we take necessary steps so that we do not lose momentum within the process.
- Continue to pursue the GSA status
- Discussed waiver information

**Emily Fox, Deputy County Counsel**

- Clarifies that GSA in Mono County status doesn't affect Tri- Valley obligations and intentions to form their own GSA.

**Public Comment:**

**Carol Mitchell, Tri-Valley District Board Member**

- Expressed support of working with Mono County
- Item will be discussed at the February 23 Agenda

**Andy Puhvel, Resident of Tri-Valley**

- Acknowledges the Board, specifically County Counsel Simon, Mrs. Sugimura, and Supervisor Duggan for the follow thru since last meeting.

**8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

None.

**9. CLOSED SESSION**

*Closed Session: 10:41AM*

*Reconvened: 11:41AM*

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, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

**Note:**

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

## **B. 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) Shroeder Muniz v. Mono County Assessor, et al. (DFEH Case No. 202108-14595527);
- (2) Ormat Technologies, Inc. v. County of Mono CUPA, et al. (Mono County Superior Court Case No.: CV210049);
- (3) Ormat Technologies, Inc. Appeal of Notice to Comply/Notice of Violation (CalEPA).

## **C. Closed Session - Public Employee Evaluation**

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

## **10. BOARD MEMBER REPORTS**

### **Supervisor Corless:**

- 1/19 Golden State Natural Resources Board Meeting
- 1/21 Golden State Connect Authority Executive Committee Meeting
- 1/27 Collaborative Planning Team, CA Wildfire and Forest Resilience Task Force
- 2/1 – Southern Sierra Leadership Forum, a Sierra Nevada Conservancy Program, planning an in-person meeting in spring to discuss public lands/wildfire issues in the region.
- 2/3 –Eastern Sierra Council of Governments – received presentation from Bishop Climbers Coalition, increased budget appropriations in order to implement grants from CDFW and USFWS (no cost to member entities), discussion of the need for local funding for the “Visitor Connection Package” project from the Sustainable Recreation and Tourism Initiative—would like Mono County to consider this, Citizens Wildfire Academy discussion (will support Chair Gardner in organizing this educational program)
- 2/7 Yosemite Area Regional Transportation System Board – approved 15% fare increase, authorized grant submittal for acquisition of buses, accepted audit report
- Eastern Sierra Sustainable Recreation Partnership – note Inyo National Forest Over Snow Vehicle planning process meetings this week and month; “met” new Mammoth Ranger Fred Wong, consider inviting him to future BOS meeting
- Lee Vining High School Speech Contest – Congratulations to the six LVHS students who were school finalists, all gave impressive speeches. Top three move on to the county competition through Mammoth Lions Club later this week.

### **Supervisor Duggan:**

- Attended the Energy, Environment & Land Use Policy Committee
- Attended the Eastern Sierra Advisory On Aging - Discussion on equitable distribution of funds between Inyo and Mono Counties
- Attended the CSAC pre-NACo Leg Conference Zoom meeting
- Completed CSAC Institution of Excellence – Qualified for Credential
- Completed the first course of the NACo High Performance Leadership Academy – Positive Leadership and Empowerment of Your Teams

### **Note:**

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

**Chair Gardner:**

- On Wednesday Feb. 2 I participated in the meeting of the Eastern Sierra Substance Abuse Use Project. Besides updates about substance abuse programs from the various participants, we also discussed how we can develop and use data about the extent of alcohol and drug use in Mono County.
- Also, on Wednesday the 2nd I attended the monthly meeting of the June Lake Citizens Advisory Committee. Topics at that meeting included a summary of the commercial and housing project in June Lake that was recently approved by the Planning Commission, and a review of the ADU designs.
- On Thursday Feb. 3 I participated in the joint USFS/BLM public session for input about their Off-Highway Motorized Vehicle Grant application. There was a good turnout for this meeting and many comments.
- On Friday Feb. 4 I participated in the monthly meeting of the Eastern Sierra Transit Authority Board of Directors. Topics at that meeting included the regular operating and financial reports, and approval of a wage increase and the Town of Mammoth Lakes Service Contract.
- Also, on Friday the 4th I participated in the regular meeting of the Eastern Sierra Council of Governments. Topics at that meeting included discussion of the Sustainable Recreation and Tourism Initiative Visitor Connection Program, and consideration of various grants and proposals for ESCOG support.
- Yesterday I chaired the regular meeting of the Yosemite Area Regional Transportation System Board of Directors meeting. Besides the regular operating and financial reports, we approved a grant application to purchase five new buses, and approved a fare increase of 15% starting in May of this year.
- Finally, yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Besides the regular updates from each of the partners, we heard about several new Federal and state recreation-related programs, and the status of ongoing projects.

**Supervisor Kreitz:**

- February 2, 2022, I attended the Eastern Sierra Continuum of Care board meeting. The Board discussed possible processes of how to use Corona Virus funds that IMACA was awarded yet is not able to cash-flow at this time — it's approximately \$1.7mm. I was officially elected to the COC Board at this meeting, too.
- The CSAC Housing Land-use Transportation Policy Committee met later that day to discuss, with the new committee chair and vice chair, this year's priorities and upcoming legislative conference topics and speakers. New this year, there are two committee vice-chairs; Supervisor Bonnie Gore of Placer County, and Supervisor Nora Vargas of San Diego County, and I am serving as the committee chair.
- Friday, February 4th I participated in the regular weekly MLH Development committee meeting. Fundraising for Access Apartment is getting a boost as a result of MLH presenting to the Mammoth Lakes Chamber of Commerce. Stellar Brew owner, Andrea Walker has volunteered to help design a coffee sleeve with a QR Code for making donations to the Access Apartments projects.
- February 7th, I attended the CSAC pre-NACo Leg Conference Zoom meeting. Later I attended the CCRH Legislative committee meeting. We spent most of the meeting discussing how to incorporate the REDI values into our committee's work. My last meeting of the day was the regular MLH meeting. MLH discussed their upcoming joint meeting with the Town Council on Wednesday where the two bodies will discuss their next contract for services. Due to a prior commitment, I am not able to make that meeting. The MLH Board heard from staff on a proposed joint project with Mono County Department of Social Services and Alpine County. We also authorized

**Note:**

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

staff to enter into a Letter of Interest with IMACA for the Valley Apartments in Bishop.

**Supervisor Peters:**

- 2/2 - attended the NACo Justice & Public Safety Policy Steering Committee Meeting – Discussing a Resolution that I sponsored through Human Services & Education and anticipating a lot of follow up between now and Saturday
- Attend RPAC – Presentation by Bentley Regehr on ADU's
- Mountain Warfare Training Center – Marines are downsizing and retooling to incorporate more Artificial Intelligence and other means of operation, that does not require Infantry. Infantry has been de-activated
- Attended the Eastern Sierra Advisory On Aging - Discussion on equitable distribution of funds between Inyo and Mono Counties
- 2/7 - I attended the CSAC pre-NACo Leg Conference Zoom meeting
- Recognizes Mono County Public Works - Claude Fiddler, Moises Cornejo, Tony Iniguez, Don Nunn, and Eric Elits worked in single digit weather on their days off and went well beyond their scoop of duty for their hard work. Emergency project in Bridgeport where weather caused the main line of the old hospital to freeze.

**ADJOURNED AT 11:42AM**

**ATTEST**

---

**BOB GARDNER  
CHAIR OF THE BOARD**

---

**DANIELLE PATRICK  
SENIOR DEPUTY CLERK-ELECTIONS ASSISTANT**

**Note:**

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



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

Teleconference Only - No Physical Location

**Special Meeting  
February 22, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-035 – M22-036</b>
<b>Resolutions</b>	<b>R22-018 – R22-019</b>
<b>Ordinance</b>	<b>ORD22-02 Not Used</b>

**9:00 AM Meeting Called to Order by Chair Gardner**

*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 Kreitz

Chair Gardner:

- *“A budget is telling your money where to go instead of wondering where it went”. -Dave Ramsy*

**1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD**

**Note:**

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

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

## **2. AGENDA ITEMS**

### **A. 2021-22 Mid-Year Budget Review**

Departments: CAO

(Robert C. Lawton, CAO; John Craig, ACAO; Megan Mahaffey, Accountant III) - Present mid-year budget requests from Departments, discuss, and advise Board regarding staff recommendations.

**Action:** Consider motion to approve recommended mid-year budget adjustments, as presented or amended (4/5th vote required).

**Kreitz moved; Peters seconded**

**Vote: 5 yes, 0 no**

**MO 22-035**

**Robert C. Lawton, CAO**

- Presented Item
- Acknowledged and thanked John Craig, ACAO and Megan Mahaffey, Accountant III
- Thanked every Department Head and staff for their hard work on Finances
- Acknowledges two errors to note – did not affect the bottom line of budget
- Shared Budget Update
- Clarifies for Supervisor Kreitz concerns regarding employee accruals for one time leave – We do not have a separate account for leave pay

**Janet Dutcher, Mono County Director of Finance**

- Clarifies for Supervisor Kreitz that governments use a different method of accounting then the private sector

**Stacey Simon, County Counsel**

- Acknowledges and thanks CAO Lawton and ACAO Craig for making last minute adjustments
- Clarifies that the Payout is \$55,000 and Salary Adjustment was \$30,000 because there is Salary Savings associated with having a vacancy, calculations are about \$25,000

### **B. Letter to Senator Borgeas Requesting Legislation Making Public Administrator Appointed**

Departments: CAO

(Robert Lawton) - Letter to Senator Andreas Borgeas requesting legislation adding

**Note:**

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Mono County to the list of counties in California Government Code section 24011 where the Public Administrator may be appointed, rather than elected, and authorizing appointment of the same individual to serve both as Public Administrator and Public Guardian.

**Action:**

Approve and authorize the Chair to sign proposed letter.

**Duggan moved; Peters seconded**

**Vote: 5 yes, 0 no**

**MO 22-036**

**R22-18**

**Robert C. Lawton, CAO**

- Presented Item
- Mono County District Attorney is currently Public Administrator
- Requested the support of the Board to have Chair Gardner to sign the proposed letter.

**C. Resolution Authorizing a Grant of \$100,000 to Assist IMACA**

Departments: County Administrative Office

(Robert C. Lawton, CAO) - A resolution authorizing a grant to assist Inyo Mono Advocates for Community Action (IMACA) to manage and administer Community benefit programs to residents of Mono County, subject to IMACA'S agreement to take certain actions to preserve the long-term use of real property located at Willow Avenue in June Lake, California for transitional and affordable housing; and taking and authorizing other actions relating thereto.

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

**Peters moved; Corless seconded**

**Vote: 4 yes, 1 no**

**R 22-019**

Roll Call:

Corless – Yes

Duggan – Yes

Gardner – Yes

Kreitz – No

Peters – Yes

**Robert C. Lawton, CAO**

- Presenting Item

**Note:**

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

- IMACA has requested before Mono County, Inyo County and City of Bishop
- IMACA previously received support from Town of Mammoth Lakes
- Currently IMACA has title to the Birch Creek Condominium in June Lake, which is used for transitional housing, Mono County is asking IMACA as a condition for providing financial support to transfer property ownership to Mammoth Lakes Housing. Mammoth Lakes Housing Director prepared to receive property, IMACA is ready to relinquish
- Funding for this support would be derived from Excess Educational Revenue Augmentation Fund (ERAF), not a negative effect on General Fund
- Acknowledged and thanked Janet Ditcher, **Mono County Director of Finance** for finding the availability for funding

**Kate Morley, IMACA Executive Director**

- IMACA is in a state of financial crisis
- Has not had a Controller for two months
- Layoffs are necessary to be able to fund payroll
- Confirms the commitment to keep the transitional housing within the community
- IMACA priority is to continue as maintain as many services as fiscally possible with IMACA directly if this is not possible then they would transition to partnering organizations or local government entities to continues as many services as possible within the community
- Details the broad scope of work that IMACA conducts
- 30 separate state contracts with separate bill processes, across 5 departments is what the Controller left for IMACA without any transition or without any knowledge of how to handle process
- Clarifies for Supervisor Kreitz that later this spring they should have an idea of what a “healthy budget” will look like for IMACA
- Would like to have IMACA on a more stable structure and fiscal footing by July 1 (maybe ambitious but is the goal)
- Mammoth Office is hoping to transfer Child Care Services and Preschool to community partners in the next month or two
- Hoping to maintain services for the next six weeks before a clean transfer
- Would like to keep the lead in the IMACA Food Bank Services and Energy Assistance Program
- Response to Supervisor Kreitz proposal: concerned that they need assistance now due to financial crisis and that the transfer may take several months
- 41 person staff had to lay off 7

**Supervisor Peters**

- Recognizes that Kate is new to IMACA, started in September
- Clarifies for Supervisor Corless that the IMACA open session meetings a few months ago the Controller was asked questions, soon after the Controller decided to leave without notice or any transition plan
- Accounting agency that specializes in non-profits came on board to try to forensically “unravel” what was going on
- Three weeks ago, realized that the “breaks needed to be put on” and that “something drastic needed to happen”. At that time is when the discuss of community or government agencies may assist in a “smoother transition” and realist fashion to hand off programs and restructure while keeping staff

**Supervisor Corless**

- Acknowledges and thanks Kate for her presentation
- Recognizes that this is a difficult situation

**Note:**

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- Questions how long the IMACA board has been discussing these issues and what have the board discussions been like?

**Stacey Simon, County Counsel**

- Acknowledges and thanks outside counsel Eric for assistance with getting resolution together while Stacey is out of town
- Mono County Board Members whom ( Supervisor Duggan and Supervisor Peters) are also IMACA Board Members are NOT disqualified from voting or discussing this matter; Government Code: 1095.5, section A-(8): "That of a non-compensated officer of a nonprofit, tax-exempt corporation, which, as one of its primary purposes, supports the functions of the body or board or to which the body or board has a legal obligation to give particular consideration, and provided further that this interest is noted in its official records".
- Confirms that the proposed by Supervisor Krietz is an easy language adjustment

**Supervisor Kreitz**

- She has been on the COC Board, wants to be transparent
- COC has been meeting frequently thru this crisis
- Appreciates the willingness to transfer the June Lake property, to ensure the security of the community asset
- Want to know what services will be reserved and what will be transferred
- Wants clarity on the timeline of stabilization
- Concerned about sustainability of outside organizations
- Proposed that the transfer of June Lake property happen prior to the grant approval

**Robert C. Lawton, CAO**

- Leadership in three counties: Mono, Inyo and Alpine have discussed the sustainability
- Defers County Counsel about Supervisor Krietz Proposal of transfer of property prior to grant

**Supervisor Duggan**

- Would like to more clarity before passing resolution
- Concerned about Inyo or Bishop commitment

**ADJOURNED AT 10:52 AM**

**ATTEST**

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**BOB GARDNER**  
**CHAIR OF THE BOARD**

---

**DANIELLE PATRICK**  
**SENIOR DEPUTY CLERK-ELECTIONS ASSISTANT**

**Note:**

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

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2022

**Departments: Risk Management**

**TIME REQUIRED**

**SUBJECT** Resolution Determining that Charles Clark is Industrially Disabled

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed resolution determining that Charles Clark is eligible for industrial disability retirement.

**RECOMMENDED ACTION:**

Adopt proposed resolution. Provide any desired direction to staff.

**FISCAL IMPACT:**

Advanced Disability Pension payments in the amount of \$3707.34 monthly until the employee is placed on the retirement roll by CalPERS at which time CalPERS begins paying the industrial disability retirement allowance to the member and said expenditures would be reimbursed to the County by CalPERS (Government Code section 21419).

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Staff Report Charles Clark IDR</a>
<input type="checkbox"/> <a href="#">Reso Charles Clark IDR</a>

**History**

Time	Who	Approval
2/28/2022 5:50 PM	County Counsel	Yes
3/1/2022 4:51 PM	Finance	Yes

3/3/2022 1:53 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

---

**Risk Manager**  
Jay Soane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Jay Sloane

Date: 3/8/2022

Re: Proposed Resolution Regarding Industrial Disability Retirement of Charles Clark

**Recommendation:**

Adopt resolution determining that Charles Clark is eligible for Industrial Disability Retirement. Provide any direction to staff.

**Fiscal Impact:**

Advanced Disability Pension payments in the amount of \$3707.34 monthly until the employee is placed on the retirement roll by CalPERS at which time CalPERS begins paying the industrial disability retirement allowance to the member and said expenditures would be reimbursed to the County by CalPERS (Government Code section 21419).

If the IDR claim is denied by PERS, the advance paid by the County will be recovered by PERS from the employee's Advance Disability Account or from his PERS retirement check and remitted to the County (Section 4850.3 or 4850.4)

**Discussion:**

CalPERS requires a Board determination regarding the County's position on the disability, or lack thereof, of an employee filing for an industrial disability retirement (IDR). In this case, medical evaluations and reports conclusively establish that Charles Clark's injury prevents him from carrying out his normal duties in the Sheriff's office, and the County previously agreed that the injury was work-related through the worker's compensation process. As such, it is appropriate to make the formal finding that he is substantially disabled for purposes of his IDR application.



R22-

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DETERMINING THAT CHARLES CLARK IS ELIGIBLE FOR INDUSTRIAL  
DISABILITY RETIREMENT**

(Government Code section 21156)

**WHEREAS**, the County of Mono (hereinafter referred to as Agency) is a contracting agency of the California Public Employees' Retirement System (CalPERS):

**WHEREAS**, the California Public Employees' Retirement Law requires that a contracting agency determine whether an employee of such agency in employment in which he/she is classified as a local safety member is disabled for purpose of the California Public Employees' Retirement Law and whether such disability is "industrial" within the meaning of such law:

**WHEREAS**, an application for industrial disability retirement of a back and shoulder injury from Charles Clark employed by the Agency in the position of Sheriff's Sergeant has been filed with CalPERS; and

**WHEREAS**, the County of Mono has reviewed the medical and other evidence relevant to such alleged disability.

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

- (1) That the Board of Supervisors of the County of Mono finds and determines that Charles Clark is incapacitated within the meaning of the California Public Employee's Retirement Law for performance of his duties in the position of Sheriff's Sergeant for a back and shoulder injury and does hereby certify under penalty of perjury that this determination was made on the basis of competent medical opinion and was not used as a substitute for the disciplinary process in accordance with Government Code section 21156(a)(2). If the disciplinary process occurred before the member's separation from employment, all relevant personnel documents were forwarded to CalPERS for determination of the member's eligibility for disability retirement and CalPERS' determination that the member is eligible to apply for disability retirement was obtained prior to starting the process of determination.
- (2) Charles Clark has filed a Workers' Compensation claim for his disabling condition. The Workers' Compensation claim was accepted.

- 1 (3) BE IT FURTHER RESOLVED THAT THE Mono County Board of Supervisors finds  
 2 and determines that such disability is arising out of and in the course of employment.
- 3 (4) Neither said Charles Clark nor the Agency has applied to the Workers' Compensation  
 4 Appeals Board for a determination pursuant to Government Code section 21166 whether  
 5 such disability is industrial.
- 6 (5) BE IT FURTHER RESOLVED that the member was separated from his employment in  
 7 the position of Sheriff's Sergeant after expiration of his rights under Government Code  
 8 section 21164, effective March 9, 2022 and that no dispute as to the expiration of such  
 9 leave rights is pending. His last day on pay status is March 8, 2022.
- 10 (6) There is not a possibility of third-party liability.
- 11 (7) Advanced Disability Pension Payments will be made. The payments will be made  
 12 monthly in the amount of \$3707.34 beginning 5/1/2022. Additionally, a retroactive  
 13 ADPP in the amount of \$2750.61 will be made on 4/1/2022 for the period of 3/9/2022  
 14 through 3/31/2022.
- 15 (8) Payments by CalPERS to reimburse Mono County for its Advance Disability Payments  
 16 to Charles Clark shall be delivered to Janet Dutcher, Mono County Chief Financial  
 17 Officer, PO Box 556, Bridgeport, CA 93517.
- 18 (9) The primary disabling condition is a back and shoulder injury.
- 19 (10) The duration of the disabling condition is expected to be permanent, which is certified  
 20 by a competent medical opinion.

21 **PASSED, APPROVED and ADOPTED** this 8th day of March, 2022, by the following  
 22 vote, to wit:

23 **AYES:**

24 **NOES:**

25 **ABSENT:**

26 **ABSTAIN:**

27 \_\_\_\_\_  
 28 Bob Gardner, Chair  
 29 Mono County Board of Supervisors

30 ATTEST:

31 APPROVED AS TO FORM:

32 \_\_\_\_\_  
 Clerk of the Board

\_\_\_\_\_   
 County Counsel



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2022

**Departments: Risk Management**

**TIME REQUIRED**

**SUBJECT** Claim for Damages - Rocko Moore

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Claim for damages filed by Rocko Moore, related to alleged bodily injury during a fight near the Crowley Lake Dam in a dispersed camping area on LADWP land.

**RECOMMENDED ACTION:**

Deny the claim submitted by Rocko Moore, direct the Risk Manager, in consultation with County Counsel, to send notice to the claimant of the denial.

**FISCAL IMPACT:**

None.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Staff Report Rocko Moore</a></p>
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**History**

Time	Who	Approval
2/28/2022 5:51 PM	County Counsel	Yes
3/2/2022 4:08 PM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Anne L. Frievalt

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**  
*Mono County*

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

**Telephone**  
760-924-1700

---

**Risk Manager**  
Jay Soane

**Paralegal**  
Kevin Moss

Date: 03/08/2022

To: Honorable Chair and Members of the Board of Supervisors

From: Jay Sloane, Risk Manager

Subject: Claim for Damages Filed by Rocko Moore

**Recommended Action:**

Deny the claim submitted by Rocko Moore and direct the Risk Manager, in consultation with County Counsel, to send the notice to the claimant of said denials.

**Background:**

The claim states that Rocko Moore was injured during a fight in a dispersed camping area near the Crowley Lake Dam. Upon receipt of the claim, the Sheriff's Office investigated and documented the exact GPS location of the incident, and the location has been determined to be on LADWP land, and not near any Mono County road or property. The County of Mono has not been involved in the design, construction, ownership, maintenance, operations, or control of the subject lands associated with this claim.

**Fiscal Impact:**

None.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2022

**Departments: Behavioral Health**

**TIME REQUIRED**

**SUBJECT** Contract with E-Squared  
Communications Group (SE2) for  
Marketing Campaign

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### AGENDA DESCRIPTION:

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

Proposed contract with E-Squared Communications Group (SE2) to provide marketing services for substance use prevention campaign.

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### RECOMMENDED ACTION:

Approve, and authorize CAO to sign, contract with E-Squared Communications Group for Prevention Media Campaign Services for the period February 15, 2022 through December 31, 2022 and a not-to-exceed amount of \$120,640.

---

### FISCAL IMPACT:

The total amount of this contract is \$120,640, and is not to exceed \$120,640 per 12-month period. This contract will be paid with the Substance Abuse Prevention and Treatment Block Grant (SABG) supplemental grant- the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA), all federal sources of funding. The revenue and corresponding appropriations are included in the Department's budget for FY 2021-22 and will be included in the Department's proposed budget for FY 2022-23.

---

**CONTACT NAME:** Jessica Workman

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

---

### SEND COPIES TO:

jworkman@mono.ca.gov

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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[Staff Report SE2](#)

[SE2 Contract](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/1/2022 2:33 PM	County Counsel	Yes
3/2/2022 4:29 PM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes



**MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT**

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**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:** February 14, 2022

**SUBJECT:**

Contract with E-Squared Communications Group, DBA SE2

**RECOMMENDED ACTION:**

(1) Approve County entry into proposed contract and authorize CAO to execute said contract on behalf of the County. (2) Provide any desired direction to staff.

**DISCUSSION:**

An RFP was posted on the Mono County website for 14 days and the link to the public posting was sent to a variety of marketing firms located in Mono County, California, and across the country. MCBH staff contacted marketing firms in December 2021 to gauge interest and experience.

After reviewing the proposals, a committee of three MCBH staff members (Program Manager and two Staff Services Analysts) was convened to discuss and finalize the scores of each proposal. Follow-up questions were asked of the top vendors, references were contacted, and a final recommendation was made to the MCBH Leadership Team for approval on Feb 2, 2022.

SE2 will design, launch, and manage a nine- to twelve-month media campaign empowering the target audience to make small changes to their alcohol and cannabis consumption by increasing their perception of long-term harm. Campaign materials will be in English and Spanish and include outreach strategies for young adults from the Latinx community.

**FISCAL IMPACT:**

The total amount of this contract is \$120,639.66 and is not to exceed \$120,639.66 per 12-month period. The term of this agreement shall be from 2/15/2022 to 12/31/2022. This contract will be paid with the Substance Abuse Prevention and Treatment Block Grant (SABG) supplemental grant- the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA)

**SUBMITTED BY:**

Danielle Murray, Fiscal and Technical Specialist, 760-924-4637

**AGREEMENT BETWEEN COUNTY OF MONO  
AND E-SQUARED COMMUNICATIONS GROUP, DBA SE2  
FOR THE PROVISION OF SUBSTANCE USE PREVENTION MEDIA CAMPAIGN SERVICES**

**INTRODUCTION**

WHEREAS, the County of Mono (hereinafter referred to as “County”) may have the need for the services of E-Squared Communications Group, DBA SE2 of Denver, Colorado (DUNS No. 032354924) (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 February 15, 2022, to December 31, 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 \$120,639.66, not to exceed \$75,000 in any fiscal year (hereinafter referred to as "Contract Limit"). County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

#### **4. WORK SCHEDULE**

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

#### **5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS**

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

**Contractor must be registered with the California Secretary of State and eligible to do business in the State of California.**

**Contractor must have a Data Universal Number System (DUNS) number and be registered and active in the System for Award Management (SAM), as required for entities doing business with the Federal Government.**

#### **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 \$1 million (\$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.
- Contractor is exempt from obtaining Workers' Compensation insurance because Contractor has no employees. Contractor shall notify County and provide proof of Workers' Compensation insurance to County within 10 days if an employee is hired. Such Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors. Contractor agrees to defend and indemnify County in case of claims arising from Contractor's failure to provide Workers' Compensation insurance for employees, agents and subcontractors, as required by law.

## 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 \$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 \$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 \$1,000,000.00 per claim or occurrence or \$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 \$1,000,000.00 per claim or occurrence or \$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, copyright infringement, trademark infringement, unfair competition, and 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 thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

Notwithstanding the foregoing, if this Agreement is subject to General Conditions (set forth as an Exhibit hereto), then termination shall be in accordance with the General Conditions and this Paragraph 14 shall not apply.

### **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.

Please be advised that all funds are subject to all applicable requirements that govern federal monies associated with SABG set forth in United States Code (USC) Title 42, Part B, and the Uniform Guidance 2 Code of Federal Regulations (CFR) part 200, as codified by the U.S. Department of Health and Human Services in 45 CFR Part 75.

**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:  
Attn: Robin K. Roberts  
PO Box 2619  
Mammoth Lakes, CA 93546  
rroberts@mono.ca.gov

Contractor:  
E-Squared Communications Group, DBA SE2  
Susan Morriesy  
2250 S. Deleware, Denver, CO 80223  
susan@SE2changeforgood.com

**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, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.**

**COUNTY OF MONO**

**CONTRACTOR**

DUNS No. 032354924

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM:

\_\_\_\_\_  
County Counsel

APPROVED BY RISK MANAGEMENT:

\_\_\_\_\_  
Risk Manager

**ATTACHMENT A**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND E-SQUARED COMMUNICATIONS GROUP, DBA SE2  
FOR THE PROVISION OF SUBSTANCE USE PREVENTION MEDIA CAMPAIGN SERVICES**

**TERM:**

**FROM: February 15, 2022 TO: December 31, 2022**

**SCOPE OF WORK:**

1. Target audience: Young adults age 18-25, including those of Latinx origin, living in Mono County
  2. Objectives
    - 2.1. Concept Development and Production: Concept creative materials and campaign elements based on feedback from Mono County Behavioral Health. Once approved, produce, and bring to final form the approved advertising materials.
      - 2.1.1. Media Campaign, including crafted media elements in English and Spanish to drive traffic to an internal website and a landing page website that will provide more information on impacts to health and provide resources for change: services with MCBH, wellness services available in Mono County, alternative sober activities.
    - 2.2. Marketing and Advertising Planning: Develop marketing calendar for 2022, ensuring the use of outlets most effective for target audience. To be approved by MCBH.
    - 2.3. Media Buy: Procure media buys for marketing plan.
    - 2.4. Evaluation: Measure effectiveness of campaign through impressions, connections, web traffic to landing page.
    - 2.5. Accountability: Provide written report of monthly media placements, effectiveness of campaign over time (monthly and year-to-date), as well as an updated remaining balance.

**ATTACHMENT B**

**AGREEMENT BETWEEN COUNTY OF MONO  
AND E-SQUARED COMMUNICATION GROUP, DBA SE2  
FOR THE PROVISION OF SUBSTANCE USE PREVENTION MEDIA CAMPAIGN SERVICES**

**TERM:**

**FROM: February 15, 2022 TO: December 31, 2022**

**SCHEDULE OF FEES:**

Total budget not to exceed \$120,639.66; budget shall not exceed \$68,639.66 in FY 21-22 and shall not exceed \$75,000 in FY 22-23. Budget shall be reviewed for alignment with the scope of work above and subsequently approved by Mono County Behavioral Health.

SE2 has included a \$5,000 investment in this project, which could be used to cover the cost to have select members of SE2's team meet with Mono County's team and partners for kick-off and discovery. Alternatively, this pro-bono support could be allocated toward other strategy, production, or outreach activities.

	<b>Budget Allocation</b>	<b>% of Budget</b>	<b>Hourly Rate (Avg.)</b>
Strategic Planning	\$8,945	7%	\$185/hour
Production/Creative	\$27,700	23%	\$165/hour
Outreach	\$13,490	11%	\$185/hour
Media Buying/Placement	\$70,000	58%	15% of amount spent, up to \$10,500 (includes commission +labor/management)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2022

**Departments: County Counsel**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT**            Adoption of Ordinance Amending  
Chapter 7.90 (Mono County First 5  
Commission)

**AGENDA DESCRIPTION:**

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

Proposed ordinance of the Mono County Board of Supervisors amending Chapter 7.90, Sections 050 and 060 of the Mono County Code, pertaining to the Mono County First 5 Commission, to omit guidance regarding the staggering of initial commissioner terms, amend term lengths, and fix the number of appointed commissioners.

**RECOMMENDED ACTION:**

Adopt proposed ordinance.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon, County Counsel

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Ordinance with exhibits</a>
<input type="checkbox"/> <a href="#">Redline Chapter 7.90</a>

**History**

Time	Who	Approval
3/2/2022 5:53 PM	County Counsel	Yes
3/3/2022 11:48 AM	Finance	Yes

3/3/2022 1:55 PM

County Administrative Office

Yes



ORDINANCE NO. ORD22-\_\_

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS AMENDING CHAPTER 7.90, SECTIONS 050 AND 060 OF THE MONO COUNTY CODE TO OMIT GUIDANCE REGARDING THE STAGGERING OF INITIAL TERMS, AMEND COMMISSION MEMBER TERM LENGTHS, AND FIX THE NUMBER OF APPOINTED MEMBERS**

**WHEREAS**, by Ordinance numbered 99-03, Mono County adopted Chapter 7.90 of the Mono County Code entitled “Mono County Children and Families First Commission and Trust Fund,” (the “Commission”), as amended by Ordinance numbered 01-03, both in accordance with the then-existing requirements of the California Children and Families First Act of 1998 (Health and Safety Code Sections 130100 et seq.) which created the Mono County Children and Families First Commission and the Mono County Children and Families First Trust Fund and provided for their operation; and

**WHEREAS**, pursuant to Commission action of January 20, 2022, the Commission wishes to amend Sections 7.90.050 and 7.90.060, in their entirety, in order to: 1) improve the formatting of the sections, 2) omit guidance regarding the staggering of initial terms, 3) increase the term lengths members may serve, from 3 years to 5 years, and 4) fix the number of Commission members at seven (7).

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO ORDAINS** that:

**SECTION ONE:** Section 7.90.050 of the Mono County Code be amended as set forth in Exhibit A, which is attached hereto and incorporated by this reference; and

**SECTION TWO:** Section 7.90.060 of the Mono County Code be amended as set forth in Exhibit B, which is attached hereto and incorporated by this reference; and

**SECTION THREE:** This ordinance shall become effective 30 days from the date of its adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors shall post this ordinance and also publish it in the manner prescribed by Government Code Section 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the date of publication.

**PASSED, APPROVED** and **ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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Bob Gardner, Chair  
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

## EXHIBIT A

### 7.90.050 - Commission membership and composition.

The commission shall consist of seven members appointed by the board of supervisors and shall be comprised accordingly:

- A. One member shall be a member of the County Board of Supervisors;
- B. One member shall be the county superintendent of schools, as an educator specializing in early childhood development;
- C. At least two members shall be from among the county health officer and persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services; and
- D. The remaining members shall be persons from the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resource or referral agency, or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.

(Ord. 05-05 § 1, 2005; Ord. 99-03 § 1 (part), 1999.)

## **Exhibit B**

### **7.90.060 - Commission terms of office.**

All members of the commission shall serve at the pleasure of the board of supervisors. The term of office for each member shall be five years or until the appointment of his or her successor.

(Ord. 05-05 § 2, 2005; Ord. 99-03 § 1 (part), 1999.)

(part), 1999.)

## Chapter 7.90 - MONO COUNTY CHILDREN AND FAMILIES COMMISSION AND TRUST FUND

### Sections:

#### 7.90.010 - Definitions.

As used in this chapter:

"Act" means the California Children and Families First Act of 1998 (California Health and Safety Code Section 130100 et seq.).

"Commission" means the Mono County children and families commission established by this chapter.

"County strategic plan" means the plan adopted by the Commission in accordance with the Act.

"Program" means the California Children and Families First Program established by the Act.

"State commission" means the California Children and Families First Commission established in accordance with Section 130110 of the California Health and Safety Code.

"Trust fund" means the Mono County children and families trust fund established by this chapter.

Any other terms used in this chapter shall have the meanings attributed to them under the Act.

(Ord. 01-03 §§ 1 (part), 2 (part), 2001; Ord. 99-03 § 1 (part), 1999.)

#### 7.90.020 - Election to participate—Purpose of this chapter.

Mono County elects to participate in the California Children and Families First Program. The purpose of this chapter is to satisfy and implement the requirements of the California Children and Families First Act of 1998 so that Mono County may participate in the program.

(Ord. 99-03 § 1 (part), 1999.)

#### 7.90.030 - Commission established.

Pursuant to Section 130140 of the California Health and Safety Code, there is established a Mono County children and families commission, which shall have all the powers and duties imposed on county children and families first commissions by the California Children and Families First Act of 1998 (California Health and Safety Code Section 130100 et seq.) and any other applicable laws or regulations.

(Ord. 01-03 § 1 (part), 2001; Ord. 99-03 § 1 (part), 1999.)

#### 7.90.040 - Trust fund established.

There is established a Mono County children and families trust fund, into which shall be deposited the moneys allocated and appropriated to the commission under Section 130105 of the California Health and Safety Code. The trust fund shall be administered by the commission. Moneys in the trust fund shall be expended by the commission only for the purposes authorized by the California Children and Families First Act of 1998 and in accordance with the county strategic plan approved by the commission.

(Ord. 01-03 § 2 (part), 2001; Ord. 99-03 § 1 (part), 1999.)

7.90.050 - Commission membership and composition.

The commission shall consist of seven members appointed by the board of supervisors and shall be comprised accordingly:

- A. One member shall be a member of the County Board of Supervisors;
- B. One member shall be the county superintendent of schools, as an educator specializing in early childhood development;
- C. At least two members shall be from among the county health officer and persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services, and tobacco and other substance abuse prevention and treatment services; and
- D. The remaining members shall persons from the following categories: recipients of project services included in the county strategic plan; educators specializing in early childhood development; representatives of a local child care resource or referral agency, or a local child care coordinating group; representatives of a local organization for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting nurturing and early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.

~~The commission shall consist of seven to nine members appointed by the board of supervisors. One member shall be a member of the board of supervisors. At least two, and as many as five four, members shall be from among the following persons: the county health officer and persons responsible for management of the following county functions: children's services, public health services, behavioral health services, social services and tobacco and other substance abuse prevention and treatment services. One member shall be the county superintendent of schools, as an educator specializing in early childhood development. The remaining one to five three members shall be representatives from among the following categories: recipients of project services included in the county strategic plan; representatives of a local child care resource or referral agencies or a local child care coordinating group; representatives of local organizations for prevention or early intervention for families at risk; representatives of community-based organizations that have the goal of promoting or nurturing early childhood development; representatives of local school districts; and representatives of local medical, pediatric, or obstetric associations or societies.~~

(Ord. 05-05 § 1, 2005; Ord. 99-03 § 1 (part), 1999.)

7.90.060 - Commission terms of office.

All members of the commission shall serve at the pleasure of the board of supervisors. The term of office for each member shall be five three years or until the appointment of his or her successor. ~~Terms of office shall be staggered. Specifically, the initial terms of office of the members shall be as follows: the members representing the board of supervisors and superintendent of schools shall initially serve a three-year term; the members responsible for the management of children's services, public health services, behavioral health services, social services, or tobacco and other substance abuse prevention and treatment services shall initially serve two-year terms; and the members representing project recipients, educators, local child care resource or referral agencies or a local child care coordinating group, local organizations for prevention or early intervention for families at risk, community based organizations that have the goal of promoting or nurturing early childhood development; and local school districts and local medical, pediatric, or obstetric associations or societies shall initially serve a one-year term.~~

(Ord. 05-05 § 2, 2005; Ord. 99-03 § 1 (part), 1999.)

#### 7.90.070 - Vacancies and removal.

A vacancy on the commission shall occur automatically on the happening of any of the following events before the expiration of a term:

- A. Removal of the member by the board of supervisors for any reason;
- B. Death or resignation of the member;
- C. Ceasing to be a representative of the particular agency or category from which the member was appointed; or
- D. Absence from three consecutive regular or special meetings or absence from four regular or special meetings in any twelve month period.

The board of supervisors may waive any vacating event for any member of the commission by majority vote of the board. The board shall make interim appointments to fill unexpired terms in the event of vacancies occurring during the term of members of the commission.

(Ord. 99-03 § 1 (part), 1999.)

#### 7.90.080 - Quorum and voting.

A majority of the commission members shall constitute a quorum for all purposes. A majority of a quorum voting in favor of or against any item of commission business shall be sufficient to approve or disapprove that item. Members abstaining from any vote shall be deemed to have consented to the will of the voting members.

(Ord. 99-03 § 1 (part), 1999.)

#### 7.90.090 - Compensation—Reimbursement of expenses.

As required by the Act, members of the commission shall not be compensated for their services, except they shall be paid reasonable per diem and reimbursement of reasonable expenses for attending meetings and discharging other responsibilities as authorized by the commission.

(Ord. 99-03 § 1 (part), 1999.)

#### 7.90.100 - Chairperson—Vice-chairperson—Secretary—Procedural rules.

The members of the commission shall annually elect a chairperson and vice-chairperson, who shall each serve for a term of one year. The chairperson shall run commission meetings, including conducting commission public hearings. The vice-chairperson shall perform the duties of the chairperson in the chairperson's absence. To the extent it deems necessary, the commission may also elect one of its members to serve as secretary for the commission. The secretary or his or her designee shall be responsible for the preparation, posting and/or publishing of agendas, notices, and minutes relating to commission meetings, and or carrying out such other secretarial duties as may be assigned by the commission. The commission may also adopt such procedural rules as it deems necessary to conduct its business, provided such rules are not inconsistent with this chapter, the California Children and Families First Act of 1998, or other applicable laws or regulations.

(Ord. 99-03 § 1 (part), 1999.)

#### 7.90.110 - Required duties.

In addition to any other duties imposed by this chapter or any other applicable law or regulations, the commission shall perform all of the following specific duties in accordance with the California Children and Families First Act of 1998:

- A. Adopt an adequate and complete county strategic plan for the support and improvement of early childhood development within the county;
- B. Periodically review, on at least an annual basis, its county strategic plan and revise the plan as may be necessary or appropriate;
- C. Conduct at least one public hearing on its proposed county strategic plan before the plan is adopted;
- D. Conduct at least one public hearing on its periodic review of the county strategic plan before any revisions to the plan are adopted;
- E. Submit its adopted county strategic plan, and any subsequent revisions thereto, to the state commission;
- F. Prepare and adopt an annual audit and report pursuant to Section 130150 of the California Health and Safety Code;
- G. Conduct at least one public hearing prior to adopting any annual audit and report;
- H. Conduct at least one public hearing on each annual report by the state commission prepared pursuant to subdivision (b) of Section 130150 of the California Health and Safety Code;
- I. Establish one or more advisory commissions to provide technical and professional expertise and support for any purposes that will be beneficial in accomplishing the purposes of the California Children and Families First Act of 1998.

(Ord. 99-03 § 1 (part), 1999.)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2022

**TIME REQUIRED**

**SUBJECT**

Comment Letter from Sierra County Board of Supervisors to California Natural Resources Agency Regarding Draft "Pathways to 30 x 30" Strategy

**PERSONS APPEARING BEFORE THE BOARD**

### AGENDA DESCRIPTION:

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

Comment Letter From Sierra County Board of Supervisors to California Natural Resources Agency Regarding California Natural Resources Agency Draft "Pathways to 30x30: Accelerating Conservation of California's Nature."

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download

[Sierra County Board of Supervisors - Pathway 30x30 Strategy](#)

### History

Time	Who	Approval
3/2/2022 11:57 AM	County Counsel	Yes
3/2/2022 4:08 PM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes

# SIERRA COUNTY

Board of Supervisors  
P.O. Drawer D  
Downieville, California 95936  
Telephone (530) 289-3295  
Fax (530) 289-2830



February 15, 2022

Wade Crowfoot, Secretary  
California Natural Resources Agency  
715 P Street  
Sacramento, CA 95814

**Submitted Via Email: [Californianature@resources.ca.gov](mailto:Californianature@resources.ca.gov)**

RE: Pathways to 30x30 Strategy

Dear Mr. Crowfoot,

This letter and comments are provided on behalf of the Sierra County Board of Supervisors on the Pathways to 30x30: Accelerating Conservation of California's Nature. The Plan's vision and avenues to meet objectives are of significant interest to Sierra County.

Sierra County strongly supports, protects and when necessary, defends sustainable agriculture as a priority land use and this is strongly implemented in existing County policies and regulations developed through the County General Plan Process. The General Plan clearly states that "The economic viability of agriculture in Sierra County-Sierra Valley and Long Valley in particular-will depend upon maintenance of large parcels required and the prevention of subdivision or conversion activity." The majority of ranches being family orientated and/or working ranches and their respective focus being sustainable agriculture is a high priority for the Board of Supervisors-past and present-to protect and enhance.

Please consider the following comments:

- 1. The state cannot currently maintain lands and facilities under its ownership.** The California Five-Year Infrastructure Plan 2021-2022 states "Deferred maintenance is maintenance that has not been completed to keep state-owned facilities in an acceptable and operable condition," estimated at \$84.2 billion. Locally, the Smithneck Creek Wildlife Area in Sierra County is a critical fire hazard with overgrown brush, invasive weeds, dilapidated fencing, in need of habitat restoration to meet wildlife goals, etc. The 30x30 strategy should focus on clearing the backlog of deferred maintenance and improving conservation values on state owned lands, prior to the state making any new acquisitions of land.
- 2. Trespassing and environmental crimes on public lands is a priority concern in our rural landscape. Illegal cannabis cultivation is a major conservation challenge, impacting our waterways, wildlife and forests, plus a threat to public safety.** The Plan fails to address a major conservation hurdle, focus should be on supporting rural law enforcement and clean-up.

Lee Adams  
District No. 1  
P.O. Box 1  
Downieville, CA 95936

Peter W. Huebner  
District No. 2  
P.O. Box 349  
Sierra City, CA 96125

Paul Roen  
District No. 3  
P.O. Box 43  
Calpine, CA 96124

Terry LeBlanc  
District No. 4  
P.O. Box 387  
Loyalton, CA 96118

Sharon Dryden  
District No. 5  
P.O. Box 246  
Loyalton, CA 96118

3. The Plan states: “**15.2 Explore incentive-based temporary agreements and conservation restrictions to improve habitat without purchase of rights.**” We suggest the Plan specifically call for refunding of subvention funds to counties to continue California Land Conservation Act of 1965 (Williamson Act), that keeps open spaces and agricultural lands intact. The Williamson Act has proven to be effective and highlight successful conservation program, yet the state has failed to meet their program obligations.

The fact that the state is advocating for open space assurances is in stark contrast with the states hostility and defunding of the “open space subvention funding” which removed the very basis for local government supporting Williamson Act contracts and Farmland Security Zone contracts (20-year minimum extending for additional twenty years annually). This program highlighted prime ag lands and ag lands of statewide importance and by elimination subventions to counties was a significant deterrent to continuing this critical open space program. Reinstate this valuable program.

4. **To improve intergovernmental partnerships, the State should honor its past promises to Sierra County, California’s Payment-in-Lieu-of Taxes (PILT) program of 1949.** These payments are made by the State for mitigating the adverse impacts to county property tax revenues that results when the state acquires private property for a wildlife management area. Secondly, the Sierra County Board of Supervisors are concerned this Plan will further reduce the county’s tax revenue, strapping their ability to deliver basic public services, especially public safety.
5. **Resource Conservation Districts (RCDs) are a missing element of the Plan.** RCDs are the “Go-to hubs for local conservation.” The state’s 30x30 strategy must recognize, build, and prioritize support for RCDS for their decades of successful partnerships and conservation success. Specifically, the Sierra Valley RCD that serves Sierra County has facilitated millions of dollars in conservation work to reduce invasive species and promote watershed health. Currently the Sierra Valley RCD is overseeing a project to address deferred maintenance and fire risk on state owned lands!
6. **Forest Management is of greatest important to Sierra County, as we have watched communities around us burn.** Intensifying wildfires driven by lack of forest management, drought, and climate change are fueling catastrophic fires. The Sierra County Board of Supervisors fears Plan’s approach to fund preservation - when what we need is an investment to manage forests and reduce fire fuels to create more resilient communities and forested landscapes.
7. **Support expanding multifaceted recreation on state owned lands, including future acquisitions.** The Sierra County Board of Supervisors recognizing the tourism economy that is driven by recreation on public lands in our region. We support a diverse spectrum of recreational opportunities, including hunting, fishing, OHV, camping, biking, horseback riding, etc. Our community and visitors appreciate the diversity of recreation options; therefore, we want to ensure this in the future.
8. **Improving nature-based solutions by cutting the “green tape.”** Project after project in Sierra County has been delayed and costs increased due to environmental hurdles. Mismanagement of forestlands is a crisis exacerbated, due to environmental laws and regulations that are slowing the

implementation of science based on-the-ground management. Prioritization of the Plan should shift focus on management of state and federal public lands to reduce invasive species, prevent catastrophic fires through timber harvesting and fuel breaks, along with post-fire restoration, etc.

9. **Supporting working landscapes NOW and in the future in the 30x30 Plan.** The Plan arbitrarily removes agricultural conservation easements. Specifically, the plan states on page 28 GAP Status 3 lands, including Agricultural easements are not counted for the 30x30 plan, yet on page 4 it states “increase Voluntary Conservation Easements” as a 2<sup>nd</sup> of 9 strategies to meet 30x30 target. Furthermore, page 30 states “Meaningful conservation that contributes to California’s 30x30 goal occurs in many forms, including working landscapes” and it is further expanded on page 31.

Conservation and agricultural easements sponsored by the State Department of Conservation and Water Control Board, among others, is a significant cause for including past acquisitions as well as future easements in any calculations for credit on open space created. Easements acquired by other nonprofit organizations (private transactions) also need to be included-past or present. These past and future “voluntary conservation easements” are necessary to include and the plan would be pawed with anything less.

Sierra County farmers and ranchers have voluntarily entered into permanent conservation easements on over 30,000 acres. However, the plan provides absolutely no recognition for this perpetual conservation that is taking place in Sierra County.

Furthermore, we disagree with the Plan’s assertion for competing priorities between grazing, agriculture and conservation. Managed livestock grazing is being used across the state to improve and maintain habitat for listed species (e.g., California Red Legged Frog), critical habitats (e.g., vernal pools), to reduce fire-fuel loads, and help control non-native plants, including on the California Department of Fish and Wildlife Hallelujah Junction Wildlife Area in Sierra County! Managed livestock grazing to promote conservation values is supported by peer-reviewed literature, including that conducted by the University of California. We respectfully request that you revise the Plan to recognize the value of working landscapes in meeting the 30x30 objective and recognize grazing as a tool to manage lands within the Plan.

10. **The Plan distorts the conservation that has taken place in California. Lands coded under GAP Status 1, 2, and 3 should all be included in the Plan’s 30x30 objective.** Some specific examples of bias of category 3 lands include:

- National Wildlife Refuges in status 2: they also including multiple use management including passive recreating, hunting, agricultural production (e.g., rice), managed cattle grazing. However, the plan fails to include National Forest and Bureau of Land Management land due to multiple use management.
- Ecological Reserves in status 2, whereas DFW Table Mountain Ecological Reserve includes both managed livestock grazing and THOUSANDS of annual recreational visitors. Yet, the Plan does not include private agricultural easements that provide the same values, without the impact from recreation.

11. **The Plan compels the recognition of federal ownership in the State and individual counties.**

In Sierra 70 per cent of its land is federal and another 10 per cent is State wildlife management lands. Certainly, this clearly needs to be factored into plan goals. Of the remaining percentage of lands within the county (20 per cent) a majority of this remaining percentage is tied up in Williamson Act or Farmland Security Zone restricted contracts or zones and by very restrictive

long-term zoning under TPZ-Timberland Production Zone designations. It is rather obvious that not recognizing these programs which further guarantees open space is a serious flaw in the basis for plan analysis and its proposed implementation.

Lastly, the Plan mentions increasing voluntary conservation easements, recognizing their role for wetlands, agricultural lands, grasslands, forests – however, as the Plan reads, it is disheartening only future easements will be credited to the 30x30 vision, and historic easements are discredited.

In conclusion, we feel the Plan does not recognize Sierra County's contribution to the 30x30 target. Additionally, we are concerned with future additional lands taken off the tax rolls, expansion of deferred maintenance on public lands that increase our Sierra County's fire risk under climate change, threatening our communities and rural economies.

Thank you for your consideration of our comments.

Sincerely,



Paul Roen, Chair  
Sierra County Board of Supervisors

CC: Assemblymember Megan Dahle  
Senator Brian Dahle  
Rural County Representatives of California  
California State Association of Counties  
"30 x 30 Sierra Nevada Region":  
Alpine County Board of Supervisors  
Amador County Board of Supervisors  
Calaveras County Board of Supervisors  
El Dorado County Board of Supervisors  
Fresno County Board of Supervisors  
Inyo County Board of Supervisors  
Kern County Board of Supervisors  
Madera County Board of Supervisors  
Mariposa County Board of Supervisors  
Modoc County Board of Supervisors  
Mono County Board of Supervisors  
Nevada County Board of Supervisors  
Placer County Board of Supervisors  
Tulare County Board of Supervisors  
Tuolumne County Board of Supervisors



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2022

**Departments: CAO, Public Health**

**TIME REQUIRED** 15 minutes

**SUBJECT** COVID-19 (Coronavirus) Update

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, CAO, Bryan  
Wheeler, Public Health Director, Dr.  
Caryn Slack, Public Health Officer

**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.

**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:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
2/28/2022 3:06 PM	County Counsel	Yes
3/1/2022 4:51 PM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** March 8, 2022

**Departments: County Counsel**

**TIME REQUIRED** 15 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** Resolution Making Findings under  
AB 361 through April 7

**AGENDA DESCRIPTION:**

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

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of March 8, 2022 through April 7, 2022.

**RECOMMENDED ACTION:**

Adopt proposed resolution.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Stacey Simon, County Counsel

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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<a href="#">Staff report</a>
<a href="#">Resolution</a>
<a href="#">Recommendation</a>

**History**

Time	Who	Approval
3/3/2022 9:38 AM	County Counsel	Yes
3/1/2022 4:51 PM	Finance	Yes

3/3/2022 1:54 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: March 8, 2022

Re: Resolution Making Findings Under AB 361 through April 7, 2022

**Recommended Action**

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of March 8, 2022 through April 7, 2022.

**Strategic Plan Focus Areas Met**

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

**Discussion**

On March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic. That Proclamation remains in effect. Subsequently, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, which modified the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the “Brown Act”), in order to allow legislative bodies to meet from remote locations without opening those locations to the public or complying with certain agenda requirements. Those modifications remained in effect through September 30, 2021.

In anticipation of the expiration of the applicable provisions of Executive Order N-29-20, the California legislature adopted, and Governor Newsom signed, AB 361. AB 361 amended the Brown Act to allow local legislative bodies to continue to meet under the modified teleconferencing rules until January 1, 2024, if the meeting occurs during a proclaimed state of emergency and the legislative body finds that it has reconsidered the circumstances of the state of emergency and either: measures to promote social distancing have been imposed or recommended by local health officials; or the state of emergency continues to directly impact the ability of the members to meet safely in person.

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through April 7, 2022.

In order to continue to meet under those modified rules after April 7, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

There may be interest on the part of the Board in returning to in-person (or hybrid) meetings in the near future. Adoption of the proposed resolution *does not require* that the Board utilize the modified teleconference rules of AB 361 to meet remotely, but merely *authorizes* it to do so. Indeed, if the Board determines to commence hybrid (partially remote, partially in-person) meetings, findings under AB 361 are necessary in order to enable those electing to participate from a remote location to do so under the modified teleconference rules.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1700.



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
MAKING FINDINGS UNDER AB 361 FOR  
THE PERIOD OF MARCH 8, 2022, THROUGH APRIL 7, 2022**

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of State of Emergency in response to the COVID-19 pandemic, which Proclamation remains in effect; and

**WHEREAS**, on March 17, 2020, Governor Newsom issued Executive Order N-29-20, modifying the teleconferencing rules set forth in the California Open Meeting law, Government Code section 54950 et seq. (the "Brown Act"), subject to compliance with certain requirements; and

**WHEREAS**, on June 11, 2021, Governor Newsom issued Executive Order N-08-21, providing that the modifications would remain in place through September 30, 2021; and

**WHEREAS**, on September 16, 2021, Governor Newsom signed AB 361, providing that a legislative body subject to the Brown Act may continue to meet under modified teleconferencing rules if the meeting occurs during a proclaimed state of emergency and state or local officials have imposed or recommended measures to promote social distancing; and

**WHEREAS**, the Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings of legislative bodies of the County of Mono, a copy of that recommendation is attached as an exhibit and incorporated herein; and

**WHEREAS**, in the interest of public health and safety, and in response to the local recommendation for measures to promote social distancing, the Mono County Board of Supervisors deems it necessary to invoke the provisions of AB 361 related to teleconferencing for such legislative bodies;

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

**SECTION ONE:** The recitals set forth above are true and correct and are adopted as findings of the Legislative Body.

**SECTION TWO:** The Legislative Body has reconsidered the circumstances of the State of Emergency issued by the Governor of California on March 4, 2020, in response to the COVID-19 pandemic.

1           **SECTION THREE:** Local officials continue to recommend measures to promote social  
2 distancing.

3           **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under  
4 the modified teleconferencing rules set forth in AB 361 through April 7, 2022.

5           **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days  
6 after the adoption of this resolution for the Board to consider whether to again make the findings  
7 required to continue meeting under the modified teleconference procedures of AB 361 after  
8 April 7, 2022.

9           **PASSED, APPROVED and ADOPTED** this 8th day of March, 2022, by the following  
10 vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

---

Bob Gardner, Chair  
Mono County Board of Supervisors

15  
16 **ATTEST:**

**APPROVED AS TO FORM:**

17  
18  
19  
20 \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel



# MONO COUNTY HEALTH DEPARTMENT

## Public Health

P.O. BOX 476, BRIDGEPORT, CA 93517 PHONE (760) 932-5580 • FAX (760) 932-5284  
P.O. BOX 3329, MAMMOTH LAKES, CA 93546 PHONE (760) 924-1830 • FAX (760) 924-1831

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

As Health Officer for Mono County, I strongly recommend that physical/social distancing measures continue to be practiced throughout our Mono County communities, including at meetings of the Board of Supervisors and other County-related legislative bodies subject to the Brown Act, to minimize the spread of COVID-19. In workplaces, employers are subject to Cal/OSHA COVID-19 Temporary Standards (ETS).

Subchapter 7. General Industry Safety Orders  
Introduction

### §3205. COVID-19 Prevention.

*NOTE: See Executive Order N-84-20 (2019 CA EO 84-20), issued in response to the COVID-19 pandemic, which suspends certain provisions relating to the exclusion of COVID-19 cases from the workplace.*

(a) Scope.

(1) This section applies to all employees and places of employment, with the following exceptions:

(A) Work locations with one employee who does not have contact with other persons.

(B) Employees working from home.

(C) Employees with occupational exposure as defined by section 5199, when covered by that section.

(D) Employees teleworking from a location of the employee's choice, which is not under the control of the employer.

(2) Nothing in this section is intended to limit more protective or stringent state or local health department mandates or guidance.

(b) Definitions. The following definitions apply to this section and to sections 3205.1 through 3205.4.

(1) “Close contact” means being within six feet of a COVID-19 case for a cumulative total of 15 minutes or greater in any 24-hour period within or overlapping with the “high-risk exposure period” defined by this section. This definition applies regardless of the use of face coverings.

Whether vaccinated or not, positive individuals are contracting the Omicron variant and infecting others in our communities. Social distancing and masking are crucial mitigation measures to prevent the disease’s spread. Virtual board meetings allow for the participation of the community, county staff, presenters, and board members in a safe environment, with no risk of contagion. It is recommended that legislative bodies in Mono County implement fully remote meetings to the extent possible.

If you have any questions regarding this recommendation, please do not hesitate to contact me, or Public Health Director Bryan Wheeler. We will continue to evaluate this recommendation on an ongoing basis and will communicate when there is no longer such a recommendation with respect to meetings for public bodies.



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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2022

**Departments: Sheriff**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Sheriff Ingrid Braun

**SUBJECT** Review of Emergency Declaration  
Due to Winter Storms

### 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 January 11, 2022, Declaration of Local Emergency due to severe winter storms.

### RECOMMENDED ACTION:

Hear report from Sheriff Braun and determine if there is a need to continue the local state of emergency declared on January 11, 2022.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Ingrid Braun

**PHONE/EMAIL:** 760-932-7549 / [ibraun@monosheriff.org](mailto:ibraun@monosheriff.org)

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

<p>Click to download</p> <p> <a href="#">Board Declaration of Emergency</a></p>
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#### History

Time	Who	Approval
3/3/2022 11:44 AM	County Counsel	Yes
3/2/2022 4:12 PM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes



R22-07

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON DECEMBER 13, 2021**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on January 6, 2022, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on December 13, 2021, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

**WHEREAS**, the storm resulted in conditions of disaster and extreme peril to the safety of persons and property within the County which were, and continue to be, beyond the response capabilities of the services, personnel, equipment and facilities of the County of Mono; and

**WHEREAS**, the situation resulting from said conditions, and forecast future storms, remains beyond the control of the normal protective services, personnel, equipment and facilities within the County of Mono; and

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 6, 2022, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

**BE IT FURTHER RESOLVED THAT** Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated December 30, 2021. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide

1 **PASSED, APPROVED and ADOPTED** this 11th day of January, 2022, by the  
2 following vote, to wit:

3 **AYES:** Supervisors Corless, Duggan, Gardner, Kreitz, and Peters.

4 **NOES:** None.

5 **ABSENT:** None.

6 **ABSTAIN:** None.

7  
8 *Bob Gardner*  
Bob Gardner (Jan 11, 2022 16:25 PST)

9 Bob Gardner, Chair  
10 Mono County Board of Supervisors

11 **ATTEST:**

12 *Queenie Barnard*  
Queenie Barnard (Jan 11, 2022 12:25 PST)

13 Clerk of the Board

14 **APPROVED AS TO FORM:**

15 *Stacey Simpson*  
Stacey Simpson (Jan 12, 2022 08:55 PST)

16 County Counsel



**MONO COUNTY DIRECTOR OF EMERGENCY SERVICES  
PROCLAMATION OF LOCAL EMERGENCY**

**WHEREAS**, Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Services to proclaim the existence of a local emergency in accordance with Government Code section 8630 when there exist conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions; and the Board of Supervisors is not in session; and

**WHEREAS**, Mono County Code section 2.60.090 designates the Mono County Sheriff-Coroner as the Director of Emergency Services for the County; and

**WHEREAS**, the Director of Emergency Services of the County of Mono does hereby find:

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on December 13, 2021, bringing substantial snowfall and damaging winds; and which potentially resulted in damage to critical infrastructure in Mono County, including the Town of Mammoth Lakes and Special Districts. The series of storms caused power outages and multi-day road closures, which precluded delivery of propane, groceries, medications, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County;

**NOW, THEREFORE, IT IS HEREBY PROCLAIMED** that a local emergency now exists throughout said County, and

**WHEREAS**, the Director of Emergency Services of the County of Mono finds that these emergency conditions will require additional resources, services, personnel, equipment, and any other assistance, including the combined forces of the mutual aid region to mitigate the effects of the local emergency. These resources are necessary to address immediate threats and to assist in recovery efforts.

Mono County is requesting to be added to the list of named counties on the Governor's Emergency Proclamation, dated December 30, 2021. We are requesting consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance. Additionally, we are requesting funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide.

This list is not necessarily reflective of the total extent of the assistance that may be required. Additional resources may be requested as the disaster progresses and worsens.

**IT IS FURTHER PROCLAIMED AND ORDERED** that during the existence of said local emergency the powers, functions, and duties of the emergency organization of this County shall be those prescribed by state law, by ordinances, and resolutions of this County, and; that this emergency proclamation shall expire in seven days after issuance, on January 13, 2022, unless confirmed and ratified by the board of supervisors of the County of Mono.

Dated: January 6, 2022

Time: 3:30 p.m.

By:  Ingrid Braun  
Mono County Sheriff-Coroner and  
Director of Emergency Services

EXECUTIVE DEPARTMENT  
STATE OF CALIFORNIA

**PROCLAMATION OF A STATE OF EMERGENCY**

**WHEREAS** beginning on or about December 10, 2021, December 16, 2021, and December 21, 2021, a series of winter storm systems struck California, bringing substantial precipitation, including record-breaking snowfall, damaging winds, and flooding, and storms continue to impact significant portions of the state; and

**WHEREAS** these storms affected communications and other critical infrastructure, resulted in power outages to thousands of households and businesses, and caused trees and tree limbs to fall, damaging structures and obstructing major highways and local roads; and

**WHEREAS** these storms damaged and forced the closure of dozens of major highways and local roads, including primary corridors into the Tahoe Basin; and

**WHEREAS** these storms have resulted in the threat of mud and debris flows, particularly on burn scars from recent wildfires, necessitating the repositioning of emergency response resources; and

**WHEREAS** under the provisions of Government Code section 8558(b), I find that conditions of extreme peril to the safety of persons and property exist due to these storms; and

**WHEREAS** under the provisions of Government Code section 8558(b), I find that the conditions caused by these storms, by reason of their magnitude and combined impact, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of any single local government and require the combined forces of a mutual aid region or regions to appropriately respond; and

**WHEREAS** under the provisions of Government Code section 8625(c), I find that local authority is inadequate to cope with the magnitude of the damage caused by these storms; and

**WHEREAS** under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this Proclamation would prevent, hinder, or delay the mitigation of the effects of these storms.

**NOW, THEREFORE, I, GAVIN NEWSOM**, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes, including the California Emergency Services Act, and in particular, Government Code section 8625, **HEREBY PROCLAIM A STATE OF EMERGENCY** to exist in Alameda, Amador, Calaveras, El Dorado, Humboldt, Lake, Los Angeles, Marin, Monterey, Napa, Nevada, Orange, Placer, Sacramento, San Bernardino, San Luis Obispo, San Mateo, Santa Cruz, Sierra, and Yuba counties due to these storms.

**IT IS HEREBY ORDERED THAT:**

1. All agencies of the state government utilize and employ state personnel, equipment, and facilities for the performance of any and all activities consistent with the direction of the Office of Emergency Services and the State Emergency Plan. Also, all residents are to obey the direction of emergency officials with regard to this emergency in order to protect their safety.
2. The Office of Emergency Services shall provide assistance, if appropriate, under the authority of the California Disaster Assistance Act, Government Code section 8680 et seq., and California Code of Regulations, Title 19, section 2900 et seq.
3. As necessary to assist local governments and for the protection of public health and the environment, state agencies shall enter into contracts to arrange for the procurement of materials, goods, and services necessary to quickly assist with the response to and recovery from the impacts of these storms. Applicable provisions of the Government Code and the Public Contract Code, including but not limited to travel, advertising, and competitive bidding requirements, are suspended to the extent necessary to address the effects of these storms.
4. The provisions of Unemployment Insurance Code section 1253 imposing a one-week waiting period for unemployment insurance applicants are suspended as to all applicants who are unemployed as a direct result of these storms and who applied for unemployment insurance benefits during the time period beginning December 10, 2021 and ending on the close of business on June 21, 2022, and who are otherwise eligible for unemployment insurance benefits.
5. The California Department of Transportation shall formally request immediate assistance through the Federal Highway Administration's Emergency Relief Program, United States Code, Title 23, section 125, in order to obtain federal assistance for highway repairs or reconstruction.

**I FURTHER DIRECT** that as soon as hereafter possible, this Proclamation be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Proclamation.

**IN WITNESS WHEREOF** I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 30th day of December 2021.



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GAVIN NEWSOM  
Governor of California

**ATTEST:**

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SHIRLEY N. WEBER, PH.D.  
Secretary of State



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2022

**Departments: Community Development**

**TIME REQUIRED** 30 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Michael Draper, Planning Analyst II

**SUBJECT** Cannabis Delivery Within the  
Unincorporated Area of Mono County

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### AGENDA DESCRIPTION:

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

Discuss next steps following the expiration of R20-38, allowing temporary cannabis delivery during the stay-at-home order.

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### RECOMMENDED ACTION:

- 1) Direct staff to initiate a General Plan Amendment (GPA) and County Code amendment, as necessary, to permit commercial cannabis delivery and return with a resolution temporarily permitting commercial cannabis delivery until a decision is finalized via the GPA. OR
- 2) Determine the temporary waiver of the prohibition of commercial cannabis delivery as stated in R20-38 to be expired, and direct staff to contact retailers to ensure compliance.

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### FISCAL IMPACT:

No impact to the General Fund for staff time to implement either action; however, Community Development Department priorities may be impacted. Potential tax revenue may be generated if businesses are allowed to conduct cannabis delivery.

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**CONTACT NAME:** Michael Draper

**PHONE/EMAIL:** 7609241805 / mdraper@mono.ca.gov

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Attachment A</a>
<input type="checkbox"/> <a href="#">Attachment B</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/3/2022 9:50 AM	County Counsel	Yes
3/2/2022 4:23 PM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes

# Mono County Community Development

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

PO Box 8  
Bridgeport, CA 93517  
760.932.5420, fax 932.5431  
[www.monocounty.ca.gov](http://www.monocounty.ca.gov)

March 8, 2022

To: Honorable Members of the Board of Supervisors

From: Michael Draper, Planning Analyst

Re: Commercial Cannabis Delivery within Mono County

## **RECOMMENDED ACTION**

1. Direct staff to initiate a General Plan Amendment (GPA) and County Code amendment, as necessary, to permit commercial cannabis delivery and return with a resolution temporarily permitting commercial cannabis delivery until a decision is finalized via the GPA.

OR

2. Determine the temporary waiver of the prohibition of commercial cannabis delivery as stated in R20-38 to be expired, and direct staff to contact retailers to ensure compliance.

## **FISCAL IMPACT**

No impact to the General Fund for staff time to implement either action; however, Community Development Department priorities may be impacted. Potential tax revenue may be generated if businesses are allowed to conduct cannabis delivery.

## **BACKGROUND**

At the April 21, 2020, Board meeting, Resolution R20-38 was approved (Attachment A), temporarily waiving the prohibition of cannabis or cannabis product delivery by a licensee to a consumer within the unincorporated area of the County. The state had issued the Stay-Home-Order, prompting non-essential business employees and residents to stay at home. Commercial cannabis businesses were deemed to be essential businesses and therefore allowed to continue operating. The County waived the prohibition on cannabis delivery temporarily to encourage residents to remain at home while supporting the ability to receive essential services, including cannabis product. During discussion of the resolution, the Board commented that allowing cannabis delivery may be a future consideration.

The temporary waiver expired when both the state and local stay-at-home orders were lifted or expired, at which time all cannabis delivery operations should have ceased. The waiver did not create a license, permit, right, or entitlement to continue cannabis delivery when the temporary waiver expired.

On June 15, 2021, the Governor terminated the executive orders that put into place the Stay-Home-Order and phased out the majority of executive actions put in place in March 2020 as part of the pandemic response.

## **DISCUSSION**

The 2020 approval was brought pursuant to Board direction to staff to allow delivery in the unincorporated areas of the County due to the COVID pandemic. During the Board discussion, the Board questioned whether the Town of Mammoth Lakes allows their businesses to conduct delivery. In 2020, the Town of Mammoth Lakes removed their regulation prohibiting delivery and added the following:

*The delivery of cannabis and cannabis products to consumers shall be conducted in compliance with State regulations. This delivery allowance shall not be deemed to authorize any activity that would violate the ordinances of any other jurisdiction.*

Another discussion topic was whether cannabis businesses outside the County's boundary can deliver to customers within the County. Mono County cannot prevent businesses outside the County's jurisdiction, including the Town of Mammoth Lakes and Inyo County, from delivering to Mono County residents because the County cannot prohibit the transportation of cannabis over public roads and the businesses are not subject to Mono County land use authority.

During the development of the County's cannabis regulatory program, allowing delivery was discouraged due to the practical implementation of such businesses and the challenge staff would encounter enforcing any regulations. There was also concern for the safety of both delivery drivers and customers, plus the fact that very few other products are available by delivery and therefore the business model does not appear to be common or essential for customers to access goods.

State regulations allow licensed retailers to deliver to physical addresses outright (§15025, §15402). In order to conduct delivery, a retailer must meet requirements (Attachment B) including outfitting a vehicle with Global Position System (GPS) to record the history of all locations traveled to by the delivery employee while engaged in delivery.

Currently Mono County contains a total of two retailers that would be eligible to conduct delivery. There are no "Non-Storefront Retailers" within the County, however if delivery is permissible, operations may deliver within Mono County with this license type.

This staff report has been reviewed by the Community Development Director.

## **ATTACHMENTS**

- A. Resolution R20-38
- B. Department of Cannabis Control Medicinal and Adult-Use Commercial Cannabis Regulations, California Code of Regulations Title 4, Division 19. Department of Cannabis Control, §15414-15421



R20-38

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS TEMPORARILY ALLOWING CANNABIS  
DELIVERY WITHIN THE UNINCORPORATED AREA OF MONO COUNTY**

**WHEREAS**, on March 4, 2020, Governor Newsom issued a Proclamation of a State of Emergency in the State of California related to the COVID-19 pandemic; and

**WHEREAS**, on March 15, 2020, the Mono County Health Officer declared a local health emergency related to the COVID-19 pandemic. The declaration was ratified by the Mono County Board of Supervisors on March 17, 2020, at which time the Board also declared a state of emergency under the California Emergency Services Act; and

**WHEREAS**, on March 19, 2020, Governor Newsom issued Executive Order N-33-20 implementing California Department of Public Health's order that all individuals living in the State of California to stay home or at their place of residence, except as needed to maintain continuity of operation of the federal critical infrastructure sectors (this is commonly referred to as the State's stay-at-home or shelter-in-place order); and

**WHEREAS**, cannabis retailers and associated employees are considered essential businesses and essential workers and are therefore authorized to conduct business under the State's stay-at-home order; and

**WHEREAS**, pursuant to Mono County Code Section 5.60.140L, delivery of cannabis or cannabis products by a licensee to a consumer within the unincorporated area of the County is strictly prohibited; and

**WHEREAS**, the Board understands that such prohibition may restrict access to cannabis and cannabis products to citizens who may need it during the COVID-19 crisis; and

**WHEREAS**, the Board now wishes to temporarily waive the prohibition of cannabis delivery within the unincorporated area of the County until such time as the state and local stay-at-home orders have been lifted or expired.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Supervisors of the County of Mono that:

1. Mono County Code Section 5.60.140L prohibiting delivery of cannabis or cannabis products by a licensee to a consumer within the unincorporated area of the County is hereby temporarily waived.

- 1 2. The temporary waiver will end when both the state and local stay-at-home  
2 orders are lifted or expired and at which time all delivery operations shall  
3 cease and desist.  
4 3. This waiver does not create a license, permit, right or entitlement to continue  
5 cannabis delivery when the temporary waiver has expired and any cost or  
6 expense incurred in relation to or in support of cannabis delivery during this  
7 temporary period is done at the sole cost, risk and expense of the retailer.

8 **PASSED, APPROVED and ADOPTED** this 21st day of April, 2020, by the following  
9 vote, to wit:

10 **AYES:** Supervisors Corless, Gardner, Kreitz, and Stump.

11 **NOES:** Supervisor Peters.

12 **ABSENT:** None.

13 **ABSTAIN:** None.

14 

15 Stacy Corless, Chair  
16 Mono County Board of Supervisors

17 **ATTEST:**

18 **APPROVED AS TO FORM:**

19   
20 Scheereen Dedman (Apr 22, 2020)  
21 Clerk of the Board

22   
23 Stacey Simon (Apr 22, 2020)  
24 County Counsel

#### **§15414. Non-Storefront Retailer.**

- (a) A non-storefront retailer licensee shall be authorized to conduct retail sales exclusively by delivery as defined in Business and Professions Code section 26001(o).
- (b) A complete application for a non-storefront retailer license shall include all the information required in an application for a retailer license.
- (c) A non-storefront retailer licensee shall comply with all the requirements applicable to retailer licensees, except for those provisions related to public access to the licensed premises and the retail area.
- (d) The licensed premises of a non-storefront retailer licensee shall be closed to the public.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26012 and 26070, Business and Professions Code.

#### **§ 15415. Delivery Employees.**

- (a) All deliveries of cannabis goods shall be performed by a delivery employee who is directly employed by a licensed retailer.
- (b) Each delivery employee of a licensed retailer shall be at least 21 years of age.
- (c) All deliveries of cannabis goods shall be made in person. A delivery of cannabis goods shall not be made through the use of an unmanned vehicle.
- (d) The process of delivery begins when the delivery employee leaves the retailer's licensed premises with the cannabis goods for delivery. The process of delivering ends when the delivery employee returns to the retailer's licensed premises after delivering the cannabis goods, or attempting to deliver cannabis goods, to the customer(s). During the process of delivery, the licensed retailer's delivery employee may not engage in any activities except for cannabis goods delivery and necessary rest, fuel, or vehicle repair stops.
- (e) A delivery employee of a licensed retailer shall, during deliveries, carry a copy of the retailer's current license, a copy of the QR Code Certificate issued by the Department, which complies with section 15039, subsection (d) of this division, the employee's government-issued identification, and an identification badge provided by the employer pursuant to section 15043 of this division. A delivery employee shall provide a copy of the retail license, a copy of the QR Code Certificate, and their employee identification badge to a delivery customer upon request.
- (f) Prior to providing cannabis goods to a delivery customer, a delivery employee shall confirm the identity and age of the delivery customer as required by section 15404 of this

division and ensure that all cannabis goods sold comply with requirements of section 15413 of this division.

(g) A licensed retailer shall maintain an accurate list of the retailer's delivery employees and shall provide the list to the Department upon request.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

### **§15415.1. Deliveries Facilitated by Technology Platforms.**

(a) A licensed retailer or licensed microbusiness shall not sell or otherwise transfer any cannabis goods to a customer through the use of an unlicensed third party, intermediary business, broker, or any other business or entity.

(b) Notwithstanding subsection (a) of this section, a licensed retailer or licensed microbusiness may contract with a service that provides a technology platform to facilitate the sale and delivery of cannabis goods, in accordance with all of the following:

(1) The licensed retailer or licensed microbusiness does not allow for delivery of cannabis goods by the technology platform service provider.

(2) The licensed retailer or licensed microbusiness does not share in the profits of the sale of cannabis goods with the technology platform service provider, or otherwise provide for a percentage or portion of the cannabis goods sales to the technology platform service provider.

(3) The licensed retailer or licensed microbusiness shall not advertise or market cannabis goods in conjunction with the technology platform service provider, outside of the technology platform, and shall ensure that the technology platform service provider does not use the licensed retailer's or licensed microbusiness's license number or legal business name on any advertisement or marketing that primarily promotes the services of the technology platform.

(4) The licensed retailer or licensed microbusiness shall ensure the following information is provided to customers:

(A) Any cannabis goods advertised or offered for sale on or through the technology platform shall disclose, at a minimum, the licensed retailer's or licensed microbusiness's legal business name and license number.

(B) Customers placing an order for cannabis goods through the technology platform shall be able to easily identify the licensed retailer or licensed microbusiness that each cannabis good is being ordered or purchased from. This information shall be available to the customer prior to the customer placing an order or purchasing the cannabis goods.

(5) All required sales invoices and receipts, including any receipts provided to the customer, shall disclose, at a minimum, the licensed retailer's or licensed microbusiness's legal business name and license number.

(6) All other delivery, marketing, and advertising requirements under this division are complied with.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26001, 26070, 26090, 26151 and 26152, Business and Professions Code.

**§15416. Delivery to a Physical Address.**

- (a) A delivery employee may only deliver cannabis goods to a physical address in California.
- (b) A delivery employee shall not leave the State of California while possessing cannabis goods.
- (c) A delivery employee shall not deliver cannabis goods to an address located on publicly owned land or any address on land or in a building leased by a public agency. This prohibition applies to land held in trust by the United States for a tribe or an individual tribal member unless the delivery is authorized by and consistent with applicable tribal law.
- (d) A delivery employee may deliver to any jurisdiction within the State of California provided that such delivery is conducted in compliance with all delivery provisions of this division.
- (e) A delivery employee shall not deliver cannabis goods to a school providing instruction in kindergarten or any grades 1 through 12, day care center, or youth center.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

**§15417. Delivery Vehicle Requirements.**

- (a) A licensed retailer's delivery employee, carrying cannabis goods for delivery, shall only travel in an enclosed motor vehicle. Any vehicle used in the delivery of cannabis goods shall be operated by a delivery employee of the licensee. A vehicle used in the delivery of cannabis goods shall not have any marking or other indications on the exterior of the vehicle that may indicate that the delivery employee is carrying cannabis goods for delivery. Only the licensee or an employee of the retailer licensee for whom delivery is being performed shall be in the delivery vehicle.
- (b) While carrying cannabis goods for delivery, a licensed retailer's delivery employee shall ensure the cannabis goods are not visible to the public. Cannabis goods shall be locked in a fully enclosed box, container, or cage that is secured on the inside of the vehicle. No portion of the enclosed box, container, or cage shall be comprised of any part of the body of the vehicle or trailer. For purposes of this section, the inside of the vehicle includes the trunk.
- (c) A licensed retailer's delivery employee shall not leave cannabis goods in an unattended motor vehicle unless the motor vehicle is locked and equipped with an active vehicle alarm system. Any cannabis goods left in an unattended vehicle must be stored

in a container as required in subsection (b) of this section.

(d) A vehicle used for the delivery of cannabis goods shall be outfitted with a dedicated Global Positioning System (GPS) device for identifying the geographic location of the delivery vehicle and recording a history of all locations traveled to by the delivery employee while engaged in delivery. A dedicated GPS device must be owned by the licensee and used for delivery only. The device shall be either permanently or temporarily affixed to the delivery vehicle and shall remain active and inside of the delivery vehicle at all times during delivery. At all times, the licensed retailer shall be able to identify the geographic location of all delivery vehicles that are making deliveries for the licensed retailer and document the history of all locations traveled to by a delivery employee while engaged in delivery. A licensed retailer shall provide this information to the Department upon request. The history of all locations traveled to by a delivery employee while engaging in delivery shall be maintained by the licensee for a minimum of 90 days.

(e) Upon request, a licensed retailer shall provide the Department with information regarding any motor vehicle used for the delivery of cannabis goods, including the vehicle's make, model, color, Vehicle Identification Number, license plate number and Department of Motor Vehicles registration information.

(f) Any motor vehicle used by a licensed retailer to deliver cannabis goods is subject to inspection by the Department. Vehicles used to deliver cannabis goods may be stopped and inspected by the Department at any licensed premises or during delivery.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

#### **§15418. Cannabis Goods Carried During Delivery.**

(a) A licensed retailer's delivery employee shall not carry cannabis goods in the delivery vehicle with a value in excess of \$5,000 at any time. The value of cannabis goods carried in the delivery vehicle for which a delivery order was not received and processed by the licensed retailer prior to the delivery employee departing from the licensed premises may not exceed \$3,000.

(b) For the purposes of this section, the value of cannabis goods shall be determined using the current retail price of all cannabis goods carried by, or within the delivery vehicle of, the licensed retailer's delivery employee.

(c) A delivery employee may only carry cannabis goods, cannabis accessories, branded merchandise of any licensee, or promotional materials in the delivery vehicle and may only perform deliveries for one licensed retailer at a time. A delivery employee must depart and return to the same licensed premises before taking possession of any cannabis goods from another licensee to perform deliveries.

(d) A licensed retailer's delivery employee shall not leave the licensed premises with cannabis goods without at least one delivery order that has already been received and processed by the licensed retailer.

(e) Before leaving the licensed premises, the licensed retailer's delivery driver must have

a delivery inventory ledger of all cannabis goods provided to the licensed retailer's delivery driver. For each cannabis good, the delivery inventory ledger shall include the type of good, the brand, the retail value, the track and trace identifier, and the weight, volume or other accurate measure of the cannabis good. All cannabis goods prepared for an order that was received and processed by the licensed retailer prior to the delivery driver's departure from the licensed premises must be clearly identified on the inventory ledger. After each customer delivery, the delivery inventory ledger must be updated to reflect the current inventory in possession of the licensed retailer's delivery driver. Delivery inventory ledgers may be maintained electronically.

(f) The licensed retailer's delivery driver shall maintain a log that includes all stops from the time the licensed retailer's delivery driver leaves the licensed premises to the time that the licensed retailer's delivery driver returns to the licensed premises, and the reason for each stop. The log shall be turned in to the licensed retailer when the licensed retailer's delivery driver returns to the licensed premises. The licensed retailer must maintain the log as a commercial cannabis activity record as required by this division. The log may be maintained electronically.

(g) Prior to arrival at any delivery location, the licensed retailer must have received a delivery request from the customer and provided the delivery request receipt to the licensed retailer's delivery driver electronically or in hard copy. The delivery request receipt provided to the licensed retailer's delivery driver shall contain all of the information required in section 15420, except for the date and time the delivery was made, and the signature of the customer.

(h) Immediately upon request by the Department or any law enforcement officer, the licensed retailer's delivery driver shall provide:

- (1) All delivery inventory ledgers from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request;
- (2) All delivery request receipts for cannabis goods carried by the driver, in the delivery vehicle, or any deliveries that have already been made to customers; and
- (3) The log of all stops from the time the licensed retailer's delivery driver left the licensed premises up to the time of the request.

(i) If a licensed retailer's delivery driver does not have any delivery requests to be performed for a 30-minute period, the licensed retailer's delivery driver shall not make any additional deliveries and shall return to the licensed premises. Required meal breaks shall not count toward the 30-minute period.

(j) Upon returning to the licensed premises, all undelivered cannabis goods shall be returned to inventory and all necessary inventory and track and trace records shall be updated as appropriate that same day.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070, 26090 and 26160, Business and Professions Code.

### **§15419. Cannabis Consumption During Delivery.**

A licensed retailer's delivery employees shall not consume cannabis goods while delivering cannabis goods to customers.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.

### **§15420. Delivery Request Receipt.**

A licensed retailer shall prepare a hard copy or electronic delivery request receipt for each delivery of cannabis goods.

(a) The delivery request receipt shall contain the following:

- (1) The legal business name and license number of the licensed retailer;
- (2) The first name and employee number of the licensed retailer's delivery employee who delivered the order;
- (3) The first name and employee number of the licensed retailer's employee who prepared the order for delivery;
- (4) The first name of the customer and a licensed retailer-assigned customer number for the person who requested the delivery;
- (5) The date and time the delivery request was made;
- (6) The delivery address;
- (7) A detailed description of all cannabis goods requested for delivery. The description shall include the weight, volume, or any other accurate measure of the amount of all cannabis goods requested;
- (8) The total amount paid for the delivery, including any taxes or fees, the cost of the cannabis goods, and any other charges related to the delivery; and
- (9) Upon delivery, the date and time the delivery was made, and the handwritten or electronic signature of the customer who received the delivery.

(b) At the time of the delivery, the delivery employee of the retailer shall provide the customer who placed the order with a hard or electronic copy of the delivery request receipt. The delivery employee shall retain a hard or electronic copy of the signed delivery request receipt for the licensed retailer's records.

(c) For the purposes of this section, an employee number is a distinct number assigned by a licensed retailer to an employee that would allow the licensed retailer to identify the employee in documents or records using the employee number rather than the employee's full name. A licensed retailer shall be able to identify the employee associated with each employee number upon request from the Department.

(d) For the purposes of this section, a customer number is a distinct number assigned by a licensed retailer to a customer that would allow the licensed retailer to identify the customer in documents or records using the customer number rather than the customer's full name. A licensed retailer shall be able to identify the customer associated with each customer number upon request from the Department.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070, 26090 and 26160, Business and Professions Code.

#### **§15421. Delivery Route.**

While making deliveries of cannabis goods, a licensed retailer's delivery employee shall only travel from the retailer's licensed premises to the delivery address; from one delivery address to another delivery address; or from a delivery address back to the retailer's licensed premises. A delivery employee of a licensed retailer shall not deviate from the delivery path described in this section, except for necessary rest, fuel, or vehicle repair stops, or because road conditions make continued use of the route unsafe, impossible, or impracticable.

Authority: Section 26013, Business and Professions Code. Reference: Sections 26070 and 26090, Business and Professions Code.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2022

**Departments: County Counsel, CAO**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel

**SUBJECT** First Amendment to Employment  
Agreement with Jacob Sloane

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving an amendment to the contract with Jacob Sloane as Risk Manager, to account for additional service provided to the County's Human Resources division and addition of ten percent of base salary for said work, for a period of three months.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-\_\_\_\_, approving amendment to the employment agreement with Jacob Sloane as Risk Manager. Authorize the Board Chair to execute said contract amendment on behalf of the County.

---

### FISCAL IMPACT:

\$827 per month (10% of base salary) for a period of three months (\$2,481 total), unless extended upon a finding of continuing need.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 7606483270 / ssimon@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Exhibit - employment agreement</a>

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/2/2022 11:33 AM	County Counsel	Yes
3/2/2022 4:16 PM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Anne L. Frievalt

**Deputy County Counsel**  
Emily Fox

**OFFICE OF THE  
COUNTY COUNSEL**

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors  
From: Stacey Simon  
Date: March 8, 2022  
Re: Amendment to Employment Agreement with Jacob Sloane

**Recommended Action**

Announce fiscal impact and adopt Resolution #R22-\_\_\_\_, approving an amendment to the employment agreement with Jacob Sloane as Risk Manager.

**Strategic Plan Focus Area(s) Met**

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

**Discussion**

For the past several months, Jacob (Jay) Sloane has been performing a significant amount of work in support of the County's human resources (HR) division, which is severely understaffed. This work is outside of his job description as Risk Manager and in addition to his regular duties.

While Mr. Sloane did not request additional compensation for his work (and, indeed, received no additional compensation for the additional work performed over the past months), his support to HR continues and should be recognized and compensated. It is therefore recommended that Mr. Sloane receive a temporary pay increase equivalent to ten percent of his base salary. This is the same percentage that would be provided to a member of the MCPE bargaining unit for "out-of-class" work. The additional pay would be in effect for three months (from March 6, 2022 to May 28, 2022) but could be extended if there is a continuing need for his service to HR and provided he continues to perform additional duties.

If you have any questions regarding this item please call me at 760-924-1704.



1 COUNTY COUNSEL

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**FIRST AMENDMENT TO THE EMPLOYMENT AGREEMENT OF JACOB SLOANE  
AS RISK MANAGER FOR MONO COUNTY**

This First Amendment to the Employment Agreement entered into between Mr. Sloane and the County of Mono on or about October 12, 2021, (hereinafter the “Agreement”) is entered into by and between Jacob Sloane (hereinafter “Mr. Sloane”) and the County of Mono (hereinafter “County”).

**I. RECITALS**

Mr. Sloane is currently employed by Mono County as its Risk Manager. Recently, Mr. Sloane has taken on significant additional tasks in support of the County’s Human Resources Department in response to staffing shortages in that Department. The County wishes to amend Mr. Sloane’s current employment agreement to provide for a temporary increase in salary to reflect the additional duties now being performed by Mr. Sloane.

**II. AGREEMENT**

1. The Agreement is hereby amended to add the following additional provision:

“Commencing March 6, 2022, Mr. Sloane’s salary shall be temporarily increased by ten percent (10%) of base salary to reflect his additional duties on behalf of the County’s Human Resources Department. This additional pay shall be in effect through May 28, 2022, (i.e., for six payroll periods), unless extended in writing by the County Administrative Officer, in consultation with the County Counsel, upon a finding that there is a continuing need for his service within the Human Resources Department.”

2. All remaining provisions of the Agreement not modified herein shall remain in full force and effect.

**III. EXECUTION:**

This Agreement is executed by the parties this 8<sup>th</sup> day of March, 2022.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Jacob Sloane

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

---

COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2022

**Departments: CAO**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD** Robert C. Lawton, CAO

**SUBJECT** Employment Agreement - Housing  
Opportunities Manager

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Sanjay Choudhrie as Housing Opportunities Manager, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R22-2\_\_\_, approving a contract with Sanjay Choudhrie as Housing Opportunities Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

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### FISCAL IMPACT:

Total cost of salary and benefits for FY 2021-22 is \$48,256, of which \$36,585 is salary, and \$11,672 is benefits. This is included in the County Administrator's budget. The cost for an entire fiscal year would be approximately \$144,769 of which \$109,754 is salary and \$35,015 is the cost of benefits.

---

**CONTACT NAME:** John Craig

**PHONE/EMAIL:** 760-932-5414 / jcraig@mono.ca.gov

---

### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

Click to download
<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Employment Agreement</a>

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History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
3/2/2022 11:58 AM	County Counsel	Yes
3/2/2022 4:26 PM	Finance	Yes
3/3/2022 1:55 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER**  
**COUNTY OF MONO**  
Robert C. Lawton  
PO Box 696  
Bridgeport, CA 93517-0696  
(760) 932-5410  
[rlawton@mono.ca.gov](mailto:rlawton@mono.ca.gov)  
[www.mono.ca.gov](http://www.mono.ca.gov)

**BOARD OF SUPERVISORS**

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VICE CHAIR

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John Peters / District 4

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**ASSESSOR**

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**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggins

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Alicia Vennos

**EMERGENCY MEDICAL SERVICES**

Chief Chris Mokracek

**FINANCE**

Janet Dutcher  
CPA, GCFM, MPA

**INFORMATION TECHNOLOGY**

Nate Greenberg

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Bryan Wheeler

**PUBLIC WORKS**

Tony Dublino

**SOCIAL SERVICES**

Kathy Peterson

To: Board of Supervisors

From: Robert C. Lawton, CAO

Date: March 8, 2022

Re: Employment Agreement with Sanjay Choudhrie

**Recommended Action**

Adopt Resolution R22-2\_, approving a contract with Sanjay Choudhrie as Housing Opportunities Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Discussion**

As you know, the County has been working judiciously to advertise, interview and hire a Housing Opportunities Manager to work on housing issues throughout the county. Mr. Choudhrie was selected as the successful candidate. Mr. Choudhrie has extensive experience working with housing issues around the country, most recently serving as the head of a non-profit affordable housing development organization in Gallup, NM for many years. Given his extensive experience in working on various housing issues, we are excited about having him continue his career here and help with the overall management of housing issues in the County.

We are very pleased to have Mr. Choudhrie assume the role of Housing Opportunities Manager and believe that he will be an outstanding addition to the County.



**RESOLUTION NO. R22-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH SANJAY CHOUDHRIE  
AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

**WHEREAS**, the Mono County Board of Supervisors has the authority under Section 25300 of the Government Code to prescribe the compensation, appointment, and conditions of employment of County employees;

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF MONO RESOLVES** that the Employment Agreement of Sanjay Choudhrie, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Choudhrie. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

\_\_\_\_\_  
Bob Gardner, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
County Counsel

**EMPLOYMENT AGREEMENT OF SANJAY CHOUDHRIE  
AS HOUSING OPPORTUNITIES MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Sanjay Choudhrie and the County of Mono (hereinafter “County”).

**I. RECITALS**

The County wishes to employ Sanjay Choudhrie hereinafter (“Mr. Choudhrie) as its Housing Opportunities Manager in accordance with the terms and conditions set forth in this Agreement. Mr. Choudhrie wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence March 7, 2022 and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. Commencing March 7, 2022, Mr. Choudhrie shall be employed by Mono County as its Housing Opportunities Manager, serving at the will and pleasure of the CAO. Mr. Choudhrie accepts such employment. The CAO shall be deemed the “appointing authority” for all purposes with respect to Mr. Choudhrie’s employment. The CAO and Mr. Choudhrie will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Choudhrie’s work. Mr. Choudhrie’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the CAO in accordance with the County’s Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).

Mr. Choudhrie’s salary shall be initially set at Range 14, Step C of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.

3. Mr. Choudhrie understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).
4. Mr. Choudhrie shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated

most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “*Management Benefits Policy*”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement. Mr. Choudhrie understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.

5. To the extent deemed appropriate by the CAO, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Choudhrie’s full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Choudhrie shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Choudhrie’s employment, medical insurance, County dental and vision coverage, and life insurance.
7. Mr. Choudhrie understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Choudhrie cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Choudhrie’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.
8. Consistent with the “at will” nature of Mr. Choudhrie’s employment, the CAO may terminate Mr. Choudhrie’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Choudhrie understands and acknowledges that as an “at will” employee, he will not have permanent status, nor will his employment be

governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the CAO may, in his or her discretion, take during Mr. Choudhrie's employment.

9. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Choudhrie shall receive as severance pay a lump sum equal to six (6) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Mr. Choudhrie shall not be entitled to any severance pay in the event that the CAO has grounds to discipline him on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Choudhrie shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
10. Mr. Choudhrie may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Choudhrie shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Choudhrie.
12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Choudhrie's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Choudhrie's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Choudhrie shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Choudhrie is convicted of a crime involving abuse of office or position.
13. Mr. Choudhrie acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Choudhrie further

acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### **III. EXECUTION**

This Agreement is executed by the parties this 8th day of March 2022.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Mr. Sanjay Choudhrie

\_\_\_\_\_  
By: Bob Gardner, Chair  
Board of Supervisors

APPROVED AS TO FORM:

\_\_\_\_\_  
COUNTY COUNSEL



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** March 8, 2022

**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, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

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### RECOMMENDED ACTION:

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### FISCAL IMPACT:

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### CONTACT NAME:

PHONE/EMAIL: /

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### SEND COPIES TO:

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### MINUTE ORDER REQUESTED:

YES  NO

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### ATTACHMENTS:

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No Attachments Available

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#### History

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    March 8, 2022

**TIME REQUIRED**

**SUBJECT**            Closed Session - Existing Litigation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: *County of Mono v. K.R. Property Development, et al.* (Mono County Superior Court Case No: CV200081)

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p><a href="#">Click to download</a></p> <p>No Attachments Available</p>
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**History**

Time	Who	Approval
3/3/2022 9:37 AM	County Counsel	Yes
2/15/2022 11:35 AM	Finance	Yes
3/3/2022 1:54 PM	County Administrative Office	Yes

