



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO

STATE OF CALIFORNIA

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

Regular Meeting

February 11, 2025

TRIBAL LAND ACKNOWLEDGMENT

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

TELECONFERENCE INFORMATION

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

1. Mammoth Teleconference Location – for meetings held on the first and second Tuesday of each month - Mono Lake Room of the Mono County Civic Center, First Floor, 1290 Tavern Road, Mammoth Lakes, CA. 93546;
 2. Bridgeport Teleconference Location – for meetings held on the third Tuesday of each Month - Mono County Courthouse, Second Floor Board Chambers, 278 Main Street, Bridgeport, CA. 93517;
 3. Zoom Webinar. Absent participation by a member of the Board under AB 2449, the Zoom Webinar is provided as a courtesy participation method but is not guaranteed.
- Members of the public may participate in person at the above listed locations, or, if available, via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/83537511698> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 835 3751 1698.

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 835 3751 1698

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

Additionally, if available, you may view the live stream of the meeting by visiting:

https://monocounty.granicus.com/MediaPlayer.php?publish_id=c3e9b929-0822-4611-8e6a-551b5fb41c5b

NOTE: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact the Clerk of the Board at (760) 932-5530 or bos@mono.ca.gov. Notification 48

hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Proclamation Recognizing Black History Month

Departments: County Administrative Office

5 minutes

(Sandra Moberly, County Administrative Officer) - Proclamation recognizing February 2025 as Black History Month.

Recommended Action: Adopt proclamation as written or with changes as needed.

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. District Attorney Out-of-State Travel Authorization

Departments: District Attorney

Out-of-state travel request for the District Attorney to attend the Cellebrite User Conference in Washington, D.C. in March 2025.

Recommended Action: Approve out-of-state travel request for the District Attorney to attend the Cellebrite User Conference in Washington, D.C.

Fiscal Impact: Up to \$3,500, which is included in the District Attorney's budget for FY 2024-25.

B. Fiscal Year 2025-26 Boating Safety and Enforcement Financial Aid Program Application

Departments: Sheriff's Office

Proposed resolution authorizing the County's participation in the FY 2025-26 California Department of Boating and Waterways Grant Program. The purpose of the Boating Safety and Enforcement Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund Boating Safety and Enforcement programs.

Recommended Action: Approve proposed resolution authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for FY 2025-26.

Fiscal Impact: The award will not exceed \$132,749. There is no match requirement for this grant. In previous years, this grant was used to pay on-going costs associated with regular boating patrols on 23 lakes and to enforce California boating laws applicable to our area. Past grant expenditures include salaries, overtime, benefits, maintenance, supplies, training, vehicle expenses, utilities, and occasionally replacement of equipment. Costs incurred and not covered by the grant are transferred to the Sheriff's budget.

C. In-Home Supportive Services (IHSS) Memorandum of Understanding and Rate Change Request

Departments: Health and Human Services

Memorandum of Understanding (MOU) Between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and the United Domestic Workers of America, and submission of a Public Authority/Non-Profit Consortium rate change request.

Recommended Action: 1. Approve negotiated wage provisions of a Memorandum of Understanding between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and The United Domestic Workers of America, 2. Approve the Public Authority/Non-Profit Consortium Rate Change Request for submission to the California Department of Social Services.

Fiscal Impact: There is no budget adjustment requested for wages, as they are paid directly by the State to the IHSS workers. There will be a one-time adjustment to the annual County maintenance of effort (MOE) which will be paid for with Social Services realignment funds. The Department of Social Service's FY 2024-25 adopted budget includes sufficient appropriation authority for the rate increase described in this agenda item. No additional County General Funds are requested.

D. Consent to Assignment of Digital 395 License Agreement by California Broadband Cooperative to State of California

Departments: Information Technology

Proposed consent of the County for California Broadband Cooperative to assign certain license rights for the Digital 395 backbone to the State of California.

Recommended Action: Approve the consent to assignment of Digital 395 licenses by California Broadband Cooperative to the State of California as part of the State's purchase of Digital 395 and Authorize Information Technology Director to sign the consent and required forms, with any minor modifications as reviewed and approved by County Counsel.

Fiscal Impact: None.

E. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ended December 31, 2024.

Recommended Action: Approve the Treasury Transaction Report for the month ended December 31, 2024.

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. Letter of Support - G.C. Forest Products Wood Pellet Mill Project

Executed Mono County letter of support to G.C. Forest Products, Inc. for the Wood Pellet Mill project.

7. REGULAR AGENDA - MORNING

A. Overview of Community, Assistance, Recovery, and Empowerment (CARE) Court Readiness for Mono County

Departments: Behavioral Health

40 minutes (20 minute presentation, 20 minute discussion)

(Robin Roberts, Behavioral Health Director) - Presentation by Robin Roberts, Director of Behavioral Health, regarding Mono County's readiness for CARE (Community, Assistance, Recovery, and Empowerment) Court.

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

Fiscal Impact: None.

B. Ordinance Adding Section 2.64.040 Providing for County Observance of Federally Designated Holidays

Departments: CAO; County Counsel

5 minutes

(Sandra Moberly, County Administrative Officer) - Proposed ordinance adding section 2.64.040 to the Mono County Code of Ordinances providing for the observance of federally designated holidays.

Recommended Action: Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

Fiscal Impact: None.

C. Annual Brown Act Update

Departments: County Counsel

30 minutes

(Christopher Beck, County Counsel) - Presentation by County Counsel regarding Annual Brown Act Update and Training.

Recommended Action: None, informational only.

Fiscal Impact: None.

D. Review of Moratorium on Out of State Remote Work

Departments: County Administrative Office

30 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Review of Moratorium on Out of State Remote Work.

Recommended Action: Discussion and possible action regarding the Moratorium on Out of State Remote Work.

Fiscal Impact: None.

E. Behavioral Health Bridge Housing Program Grant

Departments: Behavioral Health

10 minutes

(Amanda Greenberg, Program Manager) - Proposed contract with Advocates for Human Potential pertaining to Behavioral Health Bridge Housing Program grant funds.

Recommended Action: Approve and authorize the County Administrative Officer to sign contract with Advocates for Human Potential for Behavioral Health Bridge Housing Program grant funds for the period February 11, 2025, to June 30, 2027, and a not-to-exceed amount of \$1,229,946.

Fiscal Impact: This grant will provide Mono County Behavioral Health with \$1,229,946 to administer various housing programs.

F. Regional Housing Study Memorandum of Understanding

Departments: County Administrative Office

5 minutes

(Tyrone Grandstrand, Housing Opportunities Manager) - Proposed Memorandum of Understanding (MOU) with County of Inyo, City of Bishop, and Town of Mammoth Lakes pertaining to cost sharing on BAE Urban Economics Inc. (BAE) contract for a regional housing needs assessment.

Recommended Action: Approve, and authorize CAO to sign, MOU with County of Inyo, City of Bishop, and Town of Mammoth Lakes for cost sharing on BAE contract for a regional housing needs assessment.

Fiscal Impact: Up to \$40,000 towards Cost Sharing Agreement.

G. Housing Program and 2025 Housing Work Plan

Departments: County Administrative Office

30 minutes

(Tyrone Grandstrand, Housing Opportunities Manager) - Presentation by Tyrone Grandstrand, Housing Opportunities Manager regarding Mono County Housing Program.

Recommended Action: Adopt Mono County Housing Program as recommended in the Staff Report. Provide any desired direction to staff.

Fiscal Impact: None.

8. CLOSED SESSION

A. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION.
Subdivision (a) of Government Code section 54956.9. Name of case: Workers'
Compensation claim of Donald Starks.

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: M.L.
v. County of Mono. Mono County Superior Court Case Number: 25UCM9

C. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph
(1) of subdivision (d) of Government Code section 54956.9. Name of case:
Southern California Edison Company v. California State Board of Equalization, et
al. Orange County Superior Court Case Number 30-2023-01328239-CU-MC-
CXC

D. Closed Session - Labor Negotiations

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

E. Closed Session - Public Employee Performance Evaluation

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code
section 54957. Title: County Counsel - Six Month Evaluation.

F. Closed Session - Public Employee Evaluation

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

9. REGULAR AGENDA - AFTERNOON

A. 2024-25 Mid-Year Budget Review and Requested Adjustments

Departments: County Administrative Office
45 minutes

(Megan Chapman, Budget Officer) - Mid-year review of all department budget units revealed several Board level adjustments, of which three requesting use of contingency. The majority of the requested adjustments for your consideration are for newly awarded revenues and corresponding requested appropriations.

Recommended Action: Approve recommended mid-year budget adjustments, as presented or as revised by the Board at the meeting (4/5th vote required).

Fiscal Impact: Increase FY 2024-25 Budget appropriations by \$2.6M for Insufficient VLF revenues received in October 2025 that did not have corresponding expenditures and use of contingency in the amount of \$372,505 for three requested adjustments, leaving the FY 2024-25 contingency of \$242,782.

B. Amendments to the Allocation List, Reclassify Existing Staff, New Job Description, and Employee Contracts and Resolutions

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Amendments to the Allocation List, Reclassify Existing Staff, New Job Description, and employee contracts and resolutions.

Recommended Action: 1. Approve amendments to the allocation list, and new positions for the Probation Department. 2. Announce Fiscal Impact. 3. Adopt proposed resolutions and contracts for the reclassification of Jazmin Barkley and Dylan Whitmore (new job description for the Probation Department).

Fiscal Impact:

At Will - Adult Probation Services - \$18,522

Changing Dylan Whitmore to an "at will" position as Deputy Chief of Adult Probation Services. Total annual increase over current position would be \$43,780 of which \$33,139 would be salary and \$10,641 for benefits. For the remainder of FY2024-2025 based on 11 remaining pay periods, Total salary and benefits would be \$18,522 of which \$14,020 would be for salary and \$4,502 for benefits. This will be budgeted for in the next fiscal year.

At Will - Juvenile Probation Services - \$17,393

Changing Jazmin Barkley to an "at will" position as Deputy Chief of Juvenile Probation Services. Total annual increase over current position would be \$41,109 of which \$31,117 would be salary and \$9,992 for benefits. For the remainder of FY2024-2025 based on 11 remaining pay periods, Total salary and benefits would be \$17,393 of which \$13,165 would be for salary and \$4,228 for benefits. This will be budgeted for in the next fiscal year.

C. Terms and Conditions of Employment for Chief Information Security Officer

Departments: Human Resources

10 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Jason Housel as Chief Information Security Officer, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: The total cost of the Chief Information Security Officer, \$171,207, of which \$120,400 is salary and \$50,808 is benefits. The cost for the remainder of the year is \$55,819, of which \$39,254 is salary and \$16,565 is benefits. This is a General Fund cost and was included in the fiscal year 2024-25 budget.

D. Terms and Conditions of Employment for Program Manager Quality Improvement

Departments: Human Resources

5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Amanda Fenn Greenberg as Program Manager Quality Improvement, and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Annually, the total cost of the Program Manager, Quality Improvement, is \$182,746, of which \$130,138 is salary and \$52,608 is benefits. The cost for the remainder of the year is \$69,593, of which \$49,559 is salary and \$20,034 is benefits. This is not a General Fund cost.

E. Terms and Conditions of Employment for Program Manager Clinical Services

Departments: Human Resources

5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Janelle Clark as Program Manager Clinical Services, and prescribing the compensation, appointment, and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Annually, the total cost of the At-Will Program Manager - Clinical Services is \$171,207, of which \$120,399 is salary and \$50,808 is benefits. The cost for the remainder of the year is \$65,199, of which \$45,851 is salary and \$19,348 is benefits. This is not a General Fund cost.

F. Terms and Conditions of Employment for Chief Fiscal Officer

Departments: Human Resources

5 minutes

(Christine Bouchard, Assistant County Administrative Officer) - Proposed resolution approving a contract with Jessica Workman as Chief Fiscal Officer, and prescribing the compensation, appointment and conditions of said employment.

Recommended Action: Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

Fiscal Impact: Annually, the total cost of the Chief Fiscal Officer is \$182,746, of which \$130,138 is salary and \$52,608 is benefits. The cost for the remainder of the year is \$69,593, of which \$49,559 is salary and \$20,034 is benefits. This is not a General Fund cost.

G. Roads Department Heavy Equipment Purchase

Departments: Public Works - Roads Division

10 minutes

(Steve Reeves, Public Works Road Superintendent) - Replacement of two 10-Wheelers which have reached the end of their useful life.

Recommended Action: Approve the purchase of two 10-Wheelers not-to-exceed \$220,000 each, totaling \$440,000. Authorize the Public Works Director to sign all required documents for the above purchase. Additional amounts included above the vendor quote for incidentals such as sales tax, delivery, registration, and other similar costs.

Fiscal Impact: This purchase will impact fiscal year (FY) 2024-25 with a 20% down payment of \$39,000 per truck. Final payment will be due upon receipt. Total for FY 2024-25 totals \$440,000. Including mid-year budget requests, the Department has sufficient budget to accommodate this purchase. Future budgets anticipate some unknown about of savings in the repair and maintenance budget.

H. Authorization for Purchase of Solid Waste Compactor and Shredder

Departments: Public Works - Solid Waste

20 minutes

(Paul Roten, Public Works Director) - Replacement of the current 816 Compactor located at Pumice Valley Landfill. Purchase of new Shredder.

Recommended Action: Authorize the Public Works Director to purchase one new Compactor on behalf of the County in an amount not to exceed \$750,000. Second authorization to purchase one new Shredder on behalf of the County in an amount not to exceed \$560,000. Additional costs above the vendor quote are to cover incidentals such as delivery, registration, sales tax (where not included), and other similar type costs.

Fiscal Impact: New Compactor will be one payment not to exceed \$750,000. The new Shredder will be one payment not to exceed \$560,000. Budget needed to acquire this equipment is included in the Department's mid-year budget request for fiscal year 2024-25.

I. Mono County Jail Update

Departments: Public Works

5 minutes

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

Recommended Action: None, informational only.

Fiscal Impact: None.

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.

A. Board Member and Board Ad Hoc Reports

- Board Ad Hoc Arts Committee (Supervisor Peters, Supervisor Salcido)
- Board Chambers Ad Hoc Committee (Supervisor Peters, Supervisor Salcido)
- Housing Ad Hoc Committee (Supervisor Kreitz, Supervisor McFarland)
- Tax Sharing Ad Hoc Committee (Supervisor Salcido)

ADJOURN



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: County Administrative Office

TIME REQUIRED 5 minutes

SUBJECT Proclamation Recognizing Black
History Month

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

Proclamation recognizing February 2025 as Black History Month.

RECOMMENDED ACTION:

Adopt proclamation as written or with changes as needed.

FISCAL IMPACT:

None.

CONTACT NAME: Sandra Moberly

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Proclamation](#)

History

Time

Who

Approval



PROCLAMATION OF THE MONO COUNTY BOARD OF SUPERVISORS RECOGNIZING FEBRUARY AS BLACK HISTORY MONTH

WHEREAS, Black History Month is observed each February to honor and celebrate the achievements, contributions, and history of Black Americans, recognizing their integral role in shaping our nation, state, and communities; and

WHEREAS, Black History Month was first proposed in 1926 by historian Dr. Carter G. Woodson, which later expanded to a month-long celebration in 1976 to acknowledge the vital impact of Black Americans in all areas of society, including civil rights, education, science, business, literature, politics, arts, and sports; and

WHEREAS, this month provides an opportunity for all residents of Mono County to reflect on the past, recognize the ongoing struggles for racial justice and equality, and commit to building a more inclusive and equitable future for all; and

WHEREAS, the Mono County Board of Supervisors encourages residents, businesses, and institutions to take part in activities and educational programs that honor the legacy, achievements, and cultural heritage of Black Americans;

NOW, THEREFORE, BE IT RESOLVED that the Mono County Board of Supervisors hereby proclaims February 2025 as Black History Month in Mono County and encourages all residents to recognize and celebrate the rich history and contributions of Black Americans to our society.

APPROVED AND ADOPTED this 11th day of February 2025 by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Rhonda Duggan, Supervisor District #2

Paul McFarland, Supervisor District #3

John Peters, Supervisor District #4

Lynda Salcido, Supervisor District #5



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: District Attorney

TIME REQUIRED

SUBJECT District Attorney Out-of-State Travel
Authorization

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Out-of-state travel request for the District Attorney to attend the Cellebrite User Conference in Washington, D.C. in March 2025.

RECOMMENDED ACTION:

Approve out-of-state travel request for the District Attorney to attend the Cellebrite User Conference in Washington, D.C.

FISCAL IMPACT:

Up to \$3,500, which is included in the District Attorney's budget for FY 2024-25.

CONTACT NAME: David Anderson

PHONE/EMAIL: 760-924-1714 / danderson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Staff Report - Out of State Travel Authorization](#)

[Conference Agenda](#)

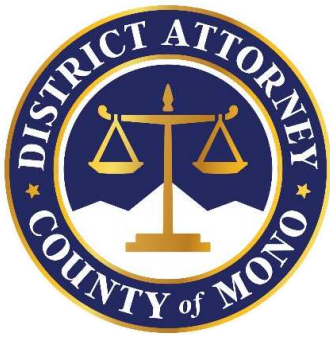
History

Time	Who	Approval
2/3/2025 10:42 AM	County Counsel	Yes
2/3/2025 11:13 AM	Finance	Yes

2/3/2025 1:38 PM

County Administrative Office

Yes



OFFICE OF THE DISTRICT ATTORNEY COUNTY OF MONO

DAVID ANDERSON
District Attorney

February 11, 2025

TO: Honorable Board of Supervisors
FROM: David Anderson, District Attorney
Re: District Attorney Out-of-State Travel Authorization

Discussion

In accordance with Resolution 20-27 and Mono County Travel Policy, travel outside of California and Nevada by elected officials must be approved by the Board of Supervisors.

The District Attorney is seeking authorization to travel to Washington, D.C. from March 30 – April 4, 2025 to attend the Cellebrite C3C User Summit (agenda attached). The District Attorney's Office is currently exploring starting a program which forensically extracts and examines data from portable electronic devices. Currently, investigators have to travel to Sacramento in order to have any extractions completed.

Summit Agenda

Dive into a meticulously curated program designed to expand your knowledge, enhance your skills and connect you with industry leaders.

The Cellebrite Case-to-Closure User Summit 2025 agenda is full of insightful sessions, interactive workshops and networking opportunities tailored to digital forensics and incident response professionals.

Here, the focus is clear: advancing from the initial incident all the way to a resolved case.

Agenda

All Dates 3/31-4/3 Monday 3/31 Tuesday 4/1 Wednesday 4/2 Thursday 4/3

Filters



March 31, 2025

2:30 PM ET

Early Registration and Hotel Check-in

2:30 PM-3:30 PM

5:00 PM ET

Happy Hour*

5:00 PM-6:00 PM

6:00 PM ET

Digital Justice Awards Gala*

6:00 PM-9:00 PM

8:00 AM ET

Registration Opens

8:00 AM-9:00 AM

8:30 AM ET

Breakfast

8:30 AM-9:00 AM

9:00 AM ET

Welcome

9:00 AM-9:15 AM



Heather Barnhart
Senior Director of Community Engagement
Cellebrite

9:15 AM ET

Keynote Presentation

9:15 AM-10:00 AM



Tim Tebow
CEO
Tim Tebow Foundation

10:15 AM ET

Networking Break

10:15 AM-10:35 AM

10:35 AM ET

Evidence Management Solution

10:35 AM-11:20 AM

Corporate



Robert Fried
Senior Vice Preside...
Sandline Global

Improving the Precipice between the DF team...

10:35 AM-11:20 AM

Hybrid



Adam Riley
Investigations Advi...
Cellebrite

Pattern of Life of a Porn Obsessed Killer

10:35 AM-11:20 AM

Investigator Track



Geraldine Blay
Detective
Seminole County S...

10:35 AM-11:20 AM

Courtroom/Expe...

**Bill Aycock**Owner
VeriFi Laboratory

11:30 AM ET

**Cyber Warfare and
Digital Forensics**

11:30 AM-12:00 PM

Corporate

**James Dever**Principal
Lockhaven Solutions**Extractions with AI in
PCDF, Brazil**

11:30 AM-12:00 PM

Examiner Track

**Gabriel Velasco**Forensics Expert
Federal District Civi...**Hope in Action:
Revolutionizing the...**

11:30 AM-12:00 PM

Investigator Track

**Kevin Branzetti**Chief Operating O...
National Child Prot...**The Importance of
Educating Patrol...**

11:30 AM-12:00 PM

Examiner Track

**Daniel Gallagher**Detective
Bergen County Pro...

12:00 PM ET

Lunch & Interactive Sessions

12:00 PM-1:30 PM

1:35 PM ET

**From Download to the
Courtroom**

1:35 PM-2:15 PM

Courtroom/Expe...

**Gray Collins**

Commonwealth's A...

**Introducing Your
Department to Digital...**

1:35 PM-2:15 PM

Examiner Track

**Patrick Eller**CEO
Metadata Forensic...**Investigator Session**

1:35 PM-2:15 PM

Investigator Track

T L

Tiffany LoarSpecial Agent
United States Secre...

Photos.sqlite - Updates including Shared asse...**1:35 PM-2:15 PM**

Examiner Track

**Scott Koenig**Digital Forensic Exa...
Nevada State Police**2:15 PM ET****Networking Break****2:15 PM-2:35 PM****2:35 PM ET****Fighting Human Trafficking with Digital Intelligence****2:35 PM-3:30 PM****Matt Parker**Co-Founder, Chief Investigative Officer
The Exodus Road**6:00 PM ET****Reception****6:00 PM-8:00 PM****April 2, 2025****8:30 AM ET****Breakfast****8:30 AM-9:00 AM****9:00 AM ET****Ireland Drug Investigation 'Dead in the Water' Until Digital Evidence Charted the Course****9:00 AM-9:40 AM****Conor O'Sullivan**Detective
Garda National Drugs and Organized Crime Bureau**9:40 AM ET**

9:40 AM-10:00 AM

10:00 AM ET

**Data Fusion and
Validation Strategies i...**

10:00 AM-10:45 AM

Investigator Track

**Nicola Chemello**
CEO & Co-Founder
Securcube**Generative AI - Taking
Discovery by Storm a...**

10:00 AM-10:45 AM

Corporate

**Julie Lewis**
CEO
Digital Mountain, I...**Hybrid Session**

10:00 AM-10:45 AM

**Vince Olman**
Deputy Assistant Di...
US Army CID**The Art of Validation –
How to Make Sense of...**

10:00 AM-10:45 AM

Examiner Track

**Ian Whiffin**
Senior Digital Intelli...
Cellebrite

10:45 AM ET

Networking Break

10:45 AM-10:55 AM

10:55 AM ET

**Challenges of
Vulnerability Research**

10:55 AM-11:25 AM

Examiner Track

**Gil Kaminker**
VP Labs
Cellebrite >**Ethical AI in law
enforcement:...**

10:55 AM-11:25 AM

Hybrid

**Jared Barnhart**
Senior Director of ...
Cellebrite**Ethics in Cybersecurity**

10:55 AM-11:25 AM

Corporate

**Daniel Garrie**
Ethical Issues Arou...
Harvard University**Tennessee Contraband
in Prison**

10:55 AM-11:25 AM

Investigator Track



Chris Barnard
Special Agent
Tennessee Depart...

11:30 AM ET

Ediscovery Getting Beyond Advanced...

11:30 AM-12:00 PM

Corporate



Warren Kruse
VP
Unitedlex

Unlocking Justice: The Power of Precision in...

11:30 AM-12:00 PM

Examiner Track



Derrick Jacobus
Detective
County of Gloucest...

What We Do in the Shadows: How to...

11:30 AM-12:00 PM

Investigator Track



Sarah Totten
Crime Analysis Sup...
Arlington County P...

12:00 PM ET

Lunch & Interactive Sessions

12:00 PM-1:30 PM

1:15 PM ET

A Smoldering Passion for Revenge: Catching a Serial Arsonist

1:15 PM-2:05 PM

Hybrid



Michael Zito
Electronic Crimes Unit
Montgomery County Department of Po...

Tragedy in Vaughn

1:15 PM-2:05 PM

Hybrid



Ryan Salmon
Detective
Pierce County Sheriff's Department

2:10 PM ET

Drone Forensic Investigations

2:10 PM-2:45 PM

Corporate



Joshua Smith
Senior UAS Forensi...
SkySafe

Harnessing Generative AI to Revolutionize...

2:10 PM-2:45 PM

Hybrid



Lim Tuan Liang
Director
Home Team Scienc...

The Evolution and Impact of Electronic...

2:10 PM-2:45 PM

Investigator Track



Ian Polhemus
Sr. Account Executi...
OpenText

2:45 PM ET

Networking Break

2:45 PM-3:00 PM

3:05 PM ET

A Shared Mission: Collaborating to Deliver Hope and Healing

3:05 PM-4:00 PM

**Page McBeth**Customer Success Manager
Cellebrite**Josh Findley**Federal Engagement Manager
Clearview AI**Carol Hepburn**Owner
Carol L. Hepburn

4:00 PM ET

Closing Remarks

4:00 PM-4:20 PM

April 3, 2025

8:30 AM ET

Training Sessions

8:30 AM-5:00 PM



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OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Sheriff's Office

TIME REQUIRED

SUBJECT Fiscal Year 2025-26 Boating Safety
and Enforcement Financial Aid
Program Application

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution authorizing the County's participation in the FY 2025-26 California Department of Boating and Waterways Grant Program. The purpose of the Boating Safety and Enforcement Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund Boating Safety and Enforcement programs.

RECOMMENDED ACTION:

Approve proposed resolution authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for FY 2025-26.

FISCAL IMPACT:

The award will not exceed \$132,749. There is no match requirement for this grant. In previous years, this grant was used to pay on-going costs associated with regular boating patrols on 23 lakes and to enforce California boating laws applicable to our area. Past grant expenditures include salaries, overtime, benefits, maintenance, supplies, training, vehicle expenses, utilities, and occasionally replacement of equipment. Costs incurred and not covered by the grant are transferred to the Sheriff's budget.

CONTACT NAME: Ingrid Braun

PHONE/EMAIL: 7606164580 / ibraun@monosheriff.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

[Click to download](#)

<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Application
<input type="checkbox"/> Tax Certification

History

Time	Who	Approval
2/3/2025 10:40 AM	County Counsel	Yes
2/3/2025 10:37 AM	Finance	Yes
2/3/2025 1:41 PM	County Administrative Office	Yes

MONO COUNTY SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: February 11, 2025

Clint Dohmen
Undersheriff

TO: The Honorable Board of Supervisors

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: California Department of Parks and Recreation, Division of Boating and Waterways, Fiscal Year 2025-2026 Boating Safety and Enforcement Financial Aid Program Agreement

RECOMMENDATION:

Approve Resolution 25-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for Fiscal Year 2025-26. The Boating Safety and Enforcement Financial Aid Program Agreement will not exceed \$132,749.52.

DISCUSSION:

The purpose of the Boating Safety and Enforcement Financial Aid Program is to provide State financial aid to local governmental agencies whose waterways have high usage by transient boaters and an insufficient tax base to fully support a boating safety and enforcement program. The program is intended to augment existing local resources for boating safety and enforcement activities and is not intended to fully fund Boating Safety and Enforcement programs. Eligible costs include personnel, operations, maintenance, equipment, and administration.

The California Department of Parks and Recreation, Division of Boating and Waterways, has requested a governing body resolution for participation in the Boating Safety and Enforcement Financial Aid Program Agreement. The resolution should specifically identify the following personnel as administrators to administer and sign documents related to the Boating Safety and Enforcement Financial Aid Program Agreement:

Mono County Sheriff-Coroner
Mono County Sheriff's Office Emergency Management Coordinator
Mono County Sheriff's Office Finance Officer

Respectfully submitted,

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

Ingrid Braun, Sheriff-Coroner



R25-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
AUTHORIZING THE COUNTY'S PARTICIPATION IN THE FY 2025-2026
CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS GRANT
PROGRAM AND DESIGNATING THE SHERIFF-CORONER AS AN AUTHORIZED
AGENT TO SIGN FOR AND ADMINISTER THE GRANT**

WHEREAS, Mono County, a political subdivision of the State of California, wishes to participate in the 2025-2026 California Department of Boating and Waterways grant program and to authorize the Mono County Sheriff-Coroner to act as its agent to apply for and administer grants thereunder; and

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

SECTION ONE: The County of Mono's participation in the 2025-2026 California Department of Boating and Waterways grant program is hereby authorized.

SECTION TWO: The Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Management Coordinator, or the Mono County Sheriff's Office Finance Officer (the "Department") is authorized to execute for and on behalf of Mono County, following review and approval as to form by County Counsel, any documents necessary for the purpose of obtaining and administering financial assistance provided by the State of California Department of Boating and Waterways and to act as the County's agent with respect thereto.

SECTION THREE: The Department shall not allocate funds to any county or a public agency within the county unless the Department receives a resolution adopted annually by the Board of Supervisors authorizing the county to participate in the program and certifying that the county will expend for boating safety programs during that year not less than an amount equal to 100 percent of the amount received by the county from personal property taxes on vessels. The money allocated to the county shall be used only for boating safety and enforcement programs that are conducted in that county. The County Auditor shall be authorized to certify the amount of prior year vessel taxes received by the county.

PASSED, APPROVED and ADOPTED this 11th day of February, 2025, by the following vote,
to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

/

//

///

////

Lynda Salcido, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



Application for Financial Aid -- 801

Fiscal Year 2025/2026

Agency Mono County Sheriff
 Address POB 616, Bridgeport, CA 93517

County Mono

General Description of Boating Safety and Enforcement Programs:

(Give a comprehensive description of all programs in the County. If more space is needed, please attach a separate sheet).

The Mono County Boating, Safety & Enforcement Unit currently patrol's on a regular basis about 23 lakes and 2 rivers. There are hundreds of other lakes in our county that are not regularly patrolled due to their remote nature. We enforce all California boating laws applicable to our area. Those include, but are not limited to, boating under the influence, vessel registration, life jacket requirements, wake speeds, California Fish and Game violations, and investigation of all boating related collisions, etc. Our safety activities include, but are not limited to, assisting stranded vessels, providing education on boating safety to the public, assist Search and Rescue operations, provide immediate assistance to capsized vessels and their occupants, and assist the Mono County Coroner with body recoveries.

Waterways to be Patrolled					Estimated Density by Quarter ^{a/}			
Lakes, Open Ocean	Area in Square Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. Topaz Lake	6	B	W/F/V	PT	300	200	200	300
2. Upper Twin Lake	2	B	W/F/V	PT	37	15	Closed	51
3. Lower Twin Lake	2	B	W/F/V	PT	20	18	Closed	21
4. Bridgeport Reservoir	4	B	W/F/V	PT	20	15	Closed	28
5. Lower Virginia Lake	0.5	A	F/V	PT	12	8	Closed	10
6. Upper Virginia Lake	0.5	A	F/V	PT	15	15	Closed	10
7. Lundy Lake	0.7	B	W/F/V	PT	12	5	Closed	10
8. Mono Lake	89	B	W/F/V	PT	22	10	5	15
9. Grant Lake	3	B	W/F/V	PT	25	15	Closed	15
10. Silver Lake	0.3	A	W/F/V	PT	28	15	Closed	30
11. Gull Lake	0.4	A	W/F/V	PT	40	25	Closed	45
12. June Lake	1	B	W/F/V	PT	40	35	Closed	55
13. Convict Lake	1	B	W/F/V	PT	25	25	Closed	35
14. Crowley Lake	10	B	W/F/V	PT	300	100	Closed	300
15. Saddlebag Lake	1	A	W/F/V	PT	10	5	Closed	15
16. Ellery Lake	1	A	W/F/V	PT	8	5	Closed	10
17. Tioga Lake	0.5	A	W/F/V	PT	5	5	Closed	10
18. Lower Twin Lake	0.5	A	W/F/V	PT	20	15	Closed	25
19. Horseshoe Lake	0.3	A	W/F/V	PT	23	25	Closed	27
20. Lake George	0.5	A	W/F/V	PT	10	10	Closed	12
21. Lake Mamie	0.5	A	W/F/V	PT	8	5	Closed	10
Rivers	Length in Miles	Primary Usage ^{b/}	Type(s) of Patrols ^{c/}	FT or PT ^{d/}	1st	2nd	3rd	4th
1. East Walker River	15	A	F/V	PT	4	4	4	4
2. West Walker River	25	B	F/V	PT	5	2	5	2

a/ Enter the highest number of boats on the waterway at any one time on any one day in each quarter, excluding holidays and holiday weekends.

b/ A = Fishing; B = Combined recreational boating activities (fishing, water skiing, pleasure boating, etc.)

c/ On-water, foot, truck/vehicle, and/or air

d/ FT = Full-time; PT = Part-time. If less than full-time, specify patrol schedule on a separate sheet.



Boating Safety and Enforcement Aid Program
Proposed Program Costs -- 801.1
Fiscal Year 2025/2026

Agency Mono County Sheriff

Address POB 616, Bridgeport, CA 93517

County Mono

Proposed Program Costs

1. Personnel (Form 801.2)	\$109,946.52
2. Operations, Maintenance and Equipment (Form 801.3) ^{a/}	\$32,725.00
3. Total direct BS&E proposed program cost (2+3)	\$142,671.52
4. Administrative costs ^{b/}	
5. Total BS&E proposed program costs (3+4)	\$142,671.52
6. Less: Boat Taxes (Form 801.4)	\$9,922.00
7. Total Net Proposed Program Cost (5-6)	\$132,749.52

a/ New applicant agencies should use 30% of personnel costs to estimate operations, maintenance and equipment costs in lieu of form 801.3.

b/ Administrative costs cannot exceed five percent of direct BS&E proposed program cost (line 3).

County Authorized Representative:

Brent Gillespie
SIGNATURE

BRENT GILLESPIE
TYPED NAME

DATE: December 16th 2024
DATE

760-932-7549
TELEPHONE



Boating Safety and Enforcement Aid Program
Proposed Personnel Costs -- 801.2
Fiscal Year 2025/2026

Agency Mono County Sheriff County Mono

Proposed Personnel Costs

Employee Compensation

	Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Deputy Sheriff**	DSA - EE	6.00	\$7,536.00	\$45,216.00
2.	Deputy Sheriff	DS-OT	400.00	\$77.23	\$30,892.00
3.	Public Safety Officer	PSO - OT	100.00	\$42.23	\$4,223.00
4.					
5.					
6.	**Fringe Benefit 58%				\$29,615.52
7.					
8.					
9.					
10.					
11.					
12.					
13.					
14.					
15.					
16.					
17.					
18.					
19.					
20.					
21.	Total		506.00		\$109,946.52

22. Average Customary Fringe Benefit Percent

23. Total Proposed Personnel Costs

\$109,946.52





Boating Safety and Enforcement Aid Program

Proposed Operations, Maintenance and Equipment Costs -- 801.3

Fiscal Year 2025/2026

Agency		Mono County Sheriff		County		Mono	
Patrol Vessels:	Fuel	\$9,000.00	+ Repair	\$3,000.00	+ Storage	\$7,200.00	= \$19,200.00
Vehicles:	Miles	12,500		Mileage Allowance		0.67	= 8,375.00
LIST OTHER O&M AND EQUIPMENT							
1. Miscellaneous boat supplies, hardware and replacement items.						\$	3,500.00
2. Miscellaneous boat program supplies.						\$	1,650.00
3.						\$	
4.						\$	
5.						\$	
6.						\$	
7.						\$	
8.						\$	
9.						\$	
##						\$	
11.						\$	
12.						\$	
13.						\$	
14.						\$	
15.						\$	
16.						\$	
17.						\$	
18.						\$	
19.						\$	
20.						\$	
21.						\$	
22.						\$	
23.						\$	
24.						\$	
25.						\$	
Total						\$	32,725.00



Documentation of Estimated Boat Tax Revenues -- 801.4

Fiscal Year 2025/2026

Agency Mono County Sheriff

County Mono

Total estimated costs are offset by the estimated prior year vessel taxes received by the county to determine the maximum amount of financial aid you are eligible for. Vessel taxes received by the county represent 100% of the amount received by the county from the share of personal property taxes on vessels allocated to the County General Fund for boating safety and enforcement activities. Report on line 1 the estimated amount of prior year vessel taxes you anticipate you will receive.

1. Estimated boat tax revenues from prior fiscal year \$ 9,922.00

C e r t i f i c a t i o n

I attest that I am a duly authorized representative of the auditor's office of

Mono county/city;

and that this calculation results in the best estimate of boat tax revenues
for the fiscal year noted.

Joanne K. Werthwein
SIGNATURE

Joanne K. Werthwein, Accountant II
TYPED NAME AND TITLE

January 8, 2025
DATE

(760) 932-5499
TELEPHONE



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Health and Human Services

TIME REQUIRED

SUBJECT In-Home Supportive Services (IHSS)
Memorandum of Understanding and
Rate Change Request

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Memorandum of Understanding (MOU) Between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and the United Domestic Workers of America, and submission of a Public Authority/Non-Profit Consortium rate change request.

RECOMMENDED ACTION:

1. Approve negotiated wage provisions of a Memorandum of Understanding between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and The United Domestic Workers of America, 2. Approve the Public Authority/Non-Profit Consortium Rate Change Request for submission to the California Department of Social Services.

FISCAL IMPACT:

There is no budget adjustment requested for wages, as they are paid directly by the State to the IHSS workers. There will be a one-time adjustment to the annual County maintenance of effort (MOE) which will be paid for with Social Services realignment funds. The Department of Social Service's FY 2024-25 adopted budget includes sufficient appropriation authority for the rate increase described in this agenda item. No additional County General Funds are requested.

CONTACT NAME: Kathy Peterson

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

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
staff report
MOU

DRAFT Rate Change Request Letter
SOC 449
PA Rate Worksheet
Line Item Budget
Budget Narrative

History

Time	Who	Approval
2/3/2025 11:42 AM	County Counsel	Yes
2/3/2025 10:24 AM	Finance	Yes
2/3/2025 1:42 PM	County Administrative Office	Yes



Health and Human Services Department

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

MEMO

TO: Mono County Board of Supervisors
FROM: Kathryn Peterson, Health & Human Services Director
SUBJECT: Memorandum of Understanding between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and the United Domestic Workers of America, and submission of a PA/NPC rate change request
DATE: February 11, 2025

The In-Home Supportive Services (IHSS) Program is a state-mandated, county-operated program that provides in-home assistance to low-income aged, blind and disabled individuals allowing them to remain safely in their homes and avoid out-of-home placement. Funding for this program comes from federal, state and county revenue. Currently there are 44 low-income elders and people with disabilities who are IHSS recipients, and 37 individuals registered to serve as their care providers. Recipients receive an annual home visit and assessment from a Social Worker within the Health and Human Services Department to determine the tasks and associated time needed for them to live safely and independently. The total projected recipient hours for this fiscal year are 45,229.

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

Approval of Negotiated Wage Provisions (Recommendation 1)

This proposed agenda action presents approval of negotiated wage provisions of a Memorandum of Understanding (MOU) between the In-Home Supportive Services Nonprofit Consortium and the United Domestic Workers of America (UDWA). The tentative MOU includes a wage increase for In-Home Supportive Services home care workers (providers).

To implement the MOU, Board of Supervisor's action is requested to approve a revised PA/NPC Rate Request for submission to the State, which is required by the California Department of Social Services to increase the wage rate and to receive reimbursement of the State and federal expenses associated with the Nonprofit Consortium.

On February 23, 2018, UDWA was recognized by the National Labor Relations Board (NLRB) as the exclusive collective-bargaining representative of the individual In-Home Supportive Services (IHSS) providers in Mono County. After efforts from both UDWA and the IHSS-NPC, a Memorandum of Understanding was signed by both parties and executed on January 24, 2025. The MOU specifies wages and other terms and conditions of employment for IHSS providers for a term January 1, 2025 through December 31, 2027.

The proposed MOU is the product of a good faith bargaining process in which both UDWA and the IHSS-NPC have reached an agreement. The County Administrative Officer and County Health and Human Services Director have reviewed the recommendation and are in concurrence with the terms proposed within the MOU.

This agreement uses a collective bargaining tool called a wage supplement, which is a specified amount that is in addition to the county provider wage. When a wage supplement is first negotiated and applied, there is a one-time adjustment to the County IHSS MOE. The costs for this wage increase are added to the county's MOE and become a permanent part of ongoing county costs, which is also subject to the annual inflation factor. For subsequent applications of the wage supplement, which occur when the state minimum wage equals or exceeds the county provider wage absent the wage supplement amount, there is no additional adjustment to the County IHSS MOE. The previous MOU between UDWA and the IHSS-NPC, which expired on December 31, 2023, included an hourly wage supplement of \$0.50.

Upon approval by the County Board of Supervisors and the State, this MOU will provide for a base wage that is equal to the applicable State minimum wage plus an additional supplement of \$0.50 per hour in addition to the existing \$0.50 per hour wage supplement, for a total wage supplement of \$1.00 per hour. The State minimum wage increased to \$16.50 per hour on January 1, 2025.

Effective January 1, 2026, this MOU will provide for a wage supplement of an additional \$0.05 per hour, for a total wage supplement of \$1.05 per hour.

Effective January 1, 2027, this MOU will provide for a wage supplement of an additional \$0.05 per hour, for a total wage supplement of \$1.10 per hour.

The IHSS program is funded by a combination of state and federal funds with the local share of cost coming from 1991 Social Services realignment and County General funds. There is no budget adjustment requested for wages, as they are paid directly by the State to the IHSS workers. There will be a one-time adjustment to the annual county maintenance of effort (MOE), which will be paid for with Social Services realignment funds. The Department of Social Service's FY 2024-25 adopted budget includes sufficient appropriation authority for increases described in this agenda item. No additional County General funds are requested.

Revised Rate Submission to the State (Recommendation 2)

The Mono County IHSS Non-Profit Consortium is reimbursed for the State and federal share of its expenses through the County submission of quarterly claims (bills) to the California

Department of Social Services. Prior to submitting these claims, the State requires the NPC to submit a revised rate for reimbursement.

The NPC's rate is comprised of two cost elements: one for IHSS home care services involving wages and benefits and another for administrative costs. The current NPC rate of \$20.17/hour was approved by the State on in October 2024, with an effective date of January 1, 2018. Approval is requested to submit a revised PA/NPC rate of 21.65/hour to the State. The revised rate includes the negotiated hourly wage equal to the State minimum wage supplemented by an additional \$1.00/hour, in addition to administrative costs and payroll taxes.

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

ATTACHMENTS

1. Memorandum of Understanding between the In-Home Supportive Services Nonprofit Consortium (Community Service Solutions) and the UDWA.
2. In-Home Supportive Services Program Public Authority/Non-Profit Consortium Rate Change Request package

Memorandum of Understanding

Between

Community Service Solutions (CSS),
the In-Home Supportive Services (IHSS)
Nonprofit Consortium in Mono County

And

United Domestic Workers Union
UDW, AFSCME Local 3930, AFL-CIO

For the term of
January 1, 2025 - December 31, 2027

Table of Contents

Article I: Preamble	4
Article II: Recognition	4
Article III: Non-Discrimination	4
Article IV: Consumer Rights and Confidentiality	5
Section 1: Consumer Rights	5
Section 2: Information Regarding Consumers	5
Section 3: Visits by Union Representatives	5
Article V: Nonprofit Consortium Rights	5-6
Section 1. Liability of Nonprofit Consortium	6
Section 2. Past Practice	6
Section 3. Emergency	6
Article VI: Union Rights	6-7
Section 1. Union Officers and Stewards	6
Section 2. Work Access	6-7
Section 3. Bulletin Board Space	7
Section 4. Dues Deductions	7
Section 5. New Provider Orientations	7
Article VII: Labor Management Committee	7
Article VIII: Wages	7-8
Section 1. Wages	7-8
Section 2. Wage Contingency	8
Article IX: Payroll	8-9
Article X: Training	9
Article XI: Protective Equipment	9
Article XII: Grievance Procedure	9-12
Section 1. Pay Status during the Grievance Process	9
Section 2. Discussion of Request or Complaint	9
Section 3. Grievance Definition	9
Section 4. Freedom from Reprisal	10
Section 5. Representation Rights	10
Section 6. Timeliness	10
Section 7. Grievance Procedure Steps	10-12
Article XIII: Anti-Strike Clause	12
Article XIV: Full Understanding and Modification	13
Section 1. Understanding	13
Section 2. Modification	13
Article XV: Separability	14
Article XVI: Contingency	14

Article XVII: Term 14
 Section 1. Successor MOU14

ARTICLE I: PREAMBLE

This Memorandum of Understanding ("MOU") is entered into by Community Service Solutions (CSS), the In-Home Supportive Services (IHSS) Nonprofit Consortium in Mono County ("Consortium") and the United Domestic Workers, AFSCME Local 3930, AFL-CIO ("Union").

The parties acknowledge that the relationship between the Consortium and the IHSS Home Care Providers ("IHSS Providers") in the bargaining unit is unique in that the IHSS Consumers ("Consumers") remain the employer for the purposes of hiring, terminating, training, and supervising the work of any IHSS Provider(s) providing services to them. It is recognized by the parties that the Consortium does not employ or manage the IHSS Provider workforce in the role of a traditional employer.

The Consortium and the Union also recognize and appreciate the unique nature of the services rendered by the IHSS Providers, who provide valued services to Consumers. The special relationship between the IHSS Providers and Consumers is deserving of the parties' sincere respect and appreciation.

ARTICLE II: RECOGNITION

The United Domestic Workers, AFSCME LOCAL 3930, AFL-CIO was certified on February 15, 2018, as a result of a secret ballot election, as the recognized representative of Consortium IHSS Providers. The Consortium hereby recognizes the United Domestic Workers, AFSCME Local 3930, AFL-CIO as the exclusive representative of the IHSS Providers covered under this MOU.

ARTICLE III: NON-DISCRIMINATION

In receiving the rights afforded by this MOU, and in accordance with applicable law, no person shall in any way be favored or discriminated against because of race, religion, age, gender, sexual preference, national origin, marital status, disability, or any other classification protected by law.

Neither the Consortium nor the Union shall interfere with, intimidate, restrain, coerce or discriminate against any IHSS Provider in his/her choice to participate in or join, or refuse to participate in or join, the Union.

ARTICLE IV: CONSUMER RIGHTS AND CONFIDENTIALITY

Section 1. Consumer Rights

Consumers have the sole and undisputed right to hire and supervise the work of any IHSS Provider and to terminate any IHSS Provider without cause and without notice. Consumers shall retain their right to train and direct services rendered by the IHSS Provider as set forth in the Welfare and Institutions Code. Consumers shall have the right to determine in advance and under all circumstances who may or may not enter their home.

Section 2. Consumer Information

The Union shall neither seek nor receive information from the Consortium regarding the name, address, telephone number, or any other personal information regarding Consumers. Union representatives and IHSS Providers shall maintain strict standards of confidentiality regarding Consumers and shall not disclose personal information pertaining to Consumers obtained from any source unless the disclosure is compelled by the legal process or otherwise required by law. If Consumer information is disclosed pursuant to this section, the Consumer and the Consortium shall be immediately notified of such release of disclosure. The Consumer may voluntarily consent to the limited disclosure of information and such consent may be withdrawn at any time and for any reason.

Section 3. Visits by Union Representatives

Union representatives shall not conduct union business, including business related to the enforcement of this MOU, at the homes of Consumers unless the home of the Consumer is also the home of the IHSS Provider. If the home of the Consumer is also the home of the IHSS Provider, no Union business, including business related to the enforcement of this MOU, shall take place during hours allocated for the provision of authorized services.

ARTICLE V: CONSORTIUM RIGHTS

It is recognized that one of the primary missions of the Consortium is assuring a registry to facilitate the referral of IHSS Providers for Consumers. Unless otherwise specified in this MOU, the rights of the Consortium include, but are not limited to: the exclusive right to determine the merits, necessity, or organization of any service or activity; to determine the methods, means, and personnel by which its operations are to be conducted; to determine its mission and that of constituent subsections, committees, and other related work groups; the exclusive right to list, refer, suspend, or remove with or without comment an individual IHSS Provider from the Registry; and to take all necessary actions to carry out its mission in emergencies.

Section 1. Liability of Consortium

The Consortium is an independent legal entity, separate and apart from the County of Mono ("County"). The Consortium has no power to bind the County to any contractual or legal obligations.

Section 2. Past Practice

Continuance of working conditions and practices not specifically incorporated into the provisions of this MOU is not guaranteed by this MOU.

Section 3. Emergency

Nothing herein shall limit the authority of the Consortium to make necessary changes to carry out its operations during an emergency. The Consortium shall notify the Union of the nature of the emergency and of any necessary changes as soon as possible. "Emergency" is defined as an unforeseen event caused by forces beyond the control of the Consortium involving a reasonable likelihood that harm would be experienced unless immediate action is taken. Emergency action under this Article shall not extend beyond the period of the emergency. The Union shall be notified as soon as the emergency has been resolved. If an emergency action taken by the Consortium alters a specific term and/or condition of this MOU, the Consortium agrees to meet with the Union over the effects of such change once the conditions/circumstances which led to the emergency and created the need for the change have been resolved.

ARTICLE VI: UNION RIGHTS

Section 1. Union Officers and Stewards

The Union shall notify the Consortium of the names of its official Representatives and any changes in such Representatives. The list shall be sent to the Deputy Director of Consortium.

The Union shall notify the Consortium of the name of one Steward selected by the Union at the beginning of the contract year and shall update the name when changes occur. It is understood that the Steward shall receive no compensation for time spent engaging in activities as Steward.

Section 2. Work Access

The Consortium agrees to admit to its administrative office, the authorized Union representative(s) for purposes of adjusting grievances and conducting other legitimate, appropriate Union business related to enforcing and monitoring the MOU, provided that the Union representative has first contacted an official of the Consortium and secured his/her approval to enter the office. The Union shall notify

the Consortium of the names of its authorized representatives and access shall be limited to these persons. The Consortium shall not unreasonably withhold access.

Section 3. Bulletin Board Space

The Consortium will provide bulletin board space in its office for use by the Union, provided the communications displayed have to do with official union business and the material is not derogatory to the Consortium or the County.

Section 4. Dues Deductions

The Union has the exclusive privilege of dues deduction for all IHSS Providers in the bargaining unit covered by this MOU. The Union will advise the State Controller, as the payroll agent for the IHSS Providers, to deduct all authorized dues, fees and/or assessments as voluntarily requested by bargaining unit members. The Consortium is not the payroll agent for the IHSS Providers and therefore has no obligation or responsibility related to dues deduction. Union dues shall be deducted, as authorized in writing by each IHSS Provider, from bargaining unit wages and other earned compensation, including "lump sum" and/or retroactive pay.

Section 5. New Provider Orientations

The Union shall be entitled to attend and make presentations at new provider orientations. The Consortium shall provide reasonable notice to the Union of scheduled new provider orientations. The Consortium shall provide an opportunity for Union representatives to make presentations at such gatherings. All material presented shall be in good taste and shall not malign the Consortium or the County or their representatives, and presentations at new provider orientations shall be no more than thirty (30) minutes in length.

ARTICLE VII: LABOR-MANAGEMENT COMMITTEE

A joint committee consisting of representatives from the Consortium and the Union shall meet on a semiannual basis, or as mutually agreed upon, for the purpose of discussing issues of mutual concern and interest, not including payroll and/or wage provisions. Each party may appoint up to two (2) representatives to the committee.

ARTICLE VIII: WAGES

Section 1. Wage

- a. The base wage for Providers shall be the State minimum wage.

- b. Upon Union Ratification, County Board of Supervisors and State approval, the County will supplement the base wage at an additional fifty cents (\$0.50) per hour in addition to the existing fifty cents (\$0.50) per hour wage supplement for a total wage supplement in the amount of one dollar (\$1.00) per hour.
- c. Effective the pay period including January 1, 2026, the County will supplement the base wage at an additional five cents (\$0.05) per hour in addition to the existing one dollar (\$1.00) per hour wage supplement for a total wage supplement in the amount of one dollar and five cents (\$1.05) per hour.
- d. Effective the pay period including January 1, 2027, the County will supplement the base wage at an additional five cents (\$0.05) per hour in addition to the existing one dollar and five cents (\$1.05) per hour wage supplement for a total wage supplement in the amount of one dollar and ten cents (\$1.10) per hour.
- e. Any and all negotiated wage provisions of the MOU between the Consortium and the Union must be approved by the Mono County Board of Supervisors. Additionally, the Consortium will submit the appropriate request, SOC 449 IHSS Public Authority/Nonprofit Consortium Rate Form, to the State to implement any new wage rate within ten (10) business days of ratification of this agreement by the Consortium and the Union and adoption of this agreement by the Mono County Board of Supervisors, to be effective as soon as administratively possible after approval from the State.

Section 2. Wage Contingency

If either the State and/or Federal participation levels are reduced in a manner that results in increased cost to the Consortium and/or the County; State realignment funding is reduced in a manner that results in increased cost to the Consortium and/or County; the State caps its funding participation in an IHSS Provider wage lower than wages paid under this MOU; other Federal and/or State changes, including Court decisions, increase the cost to the current County Maintenance of Effort (MOE); or the State and/or Federal sharing formula is modified in any manner that would result in an increased cost to the Consortium and/or County, wages may be reduced by an amount necessary to keep the total Consortium and/or County cost the same as it was on the day prior to the effective date of such reduction or modification.

ARTICLE IX: PAYROLL

Payroll for IHSS Providers is a function of the State of California, through the Case Management Information Payroll System II (CMIPS II). The parties understand that

payroll is not a function of the Consortium but both parties agree to work together to help identify causes and solutions to problems resulting in late, lost, or inaccurate paychecks and related issues to promote a timely and accurate payroll system. The Consortium and the Union agree to work cooperatively to create solutions by bringing the problems to the attention of the responsible agencies.

ARTICLE X: TRAINING

Consistent with California Welfare and Institutions Code Section 12301.6, the Consortium shall provide for training for IHSS Providers and Consumers of IHSS services. The Consortium will implement mandatory training in accordance with State regulations and guidance. The Consortium will seek and give consideration to the Union's input for the purpose of offering optional trainings to IHSS Providers and Consumers such as First Aid, CPR, and time sheet procedures, to the extent that the Consortium budget allows. All training, both mandatory and optional, will be unpaid.

ARTICLE XI: PROTECTIVE EQUIPMENT

While supplies last, the Consortium shall make available standard, non-latex gloves, surgical masks and disinfectant hand sanitizer at no charge when requested by Providers. The supplies shall be provided on a first come first serve basis, provided that no individual Provider shall be entitled to more than one box of gloves, masks and one bottle of hand sanitizer per month, unless the need is demonstrated. The Consortium shall have no obligations to reimburse Providers for purchase of supplies.

ARTICLE XII: GRIEVANCE PROCEDURE

Section 1. Pay Status During the Grievance Process

Participation in the grievance procedure, in any capacity, shall be solely on the IHSS Provider's own time, and shall not be treated as within any Consumer's allocated service hours or as paid time.

Section 2. Discussion of Request or Complaint

It is the intent of this procedure that grievances be settled at the lowest possible administrative level. Any IHSS Provider who believes that he/she has a justifiable request or complaint shall discuss the request or complaint with the Registry Coordinator within twenty-one (21) calendar days of the date on which the circumstances giving rise to the grievance occurred.

Section 3. Grievance Definition

A “grievance” is the subject of a written request or complaint, which has not been settled as a result of the discussion required by Section 2 initiated by an IHSS Provider, a group of IHSS Providers, or the Union on behalf of a specifically named IHSS Provider or a specifically named group of IHSS Providers, arising out of a dispute concerning the application or interpretation of the specific terms and conditions set forth in this MOU, concerning wages, hours, and other terms and conditions of employment. All other matters are excluded from the grievance procedure including, but not limited to:

- Matters over which the Consortium has final jurisdiction.
- Matters concerning Consumers’ rights.
- Matters concerning any other subjects, unless the subject is covered by the expressed terms of this MOU that relate specifically to wages, hours, and other terms and conditions of employment.

Section 4. Freedom from Reprisal

No IHSS Provider shall be subject to coercion for discussing a request or complaint with Consortium Management or for the good faith filing of a grievance petition.

Section 5. Representation Rights

IHSS Providers covered by this MOU are entitled to representation in the preparation and presentation of a grievance at any step of this grievance procedure.

Section 6. Timeliness

A grievance shall be deemed untimely and otherwise null and void if it is not filed within twenty-one (21) calendar days of the date on which the informal discussion described in Section 2 above occurred.

Section 7. Grievance Procedure Steps

A grievance is a claim that the Consortium has violated this MOU. All grievances must be set forth in writing on a mutually agreed-upon grievance form supplied by the Consortium. The grievance must cite the specific article and section of the MOU that the Consortium is alleged to have violated, and the specific remedy requested. No grievance petition shall be accepted for processing until the form is complete. Such grievance shall set forth the specific section(s) of the MOU allegedly violated as provided under Section 3 of this Article.

Step 1: Deputy Director of the Consortium

If the grievance is not settled informally between the provider/grievant and the Registry Coordinator as described in Section 2 above, the grievant may

submit the grievance to the Executive Director of the Consortium within twenty-one (21) calendar days of the date on which the informal discussion described in Section 2 above occurred.

If the grievant requests a meeting with the Executive Director of the Consortium, such meeting with the Executive Director of the Consortium or his/her designee shall take place within fourteen (14) calendar days after receipt of the meeting request, or at a time mutually agreed to by the parties.

The Executive Director of the Consortium or his/her designee shall respond to the grievance within fourteen (14) calendar days of the receipt of the written grievance or from the date of the meeting with the grievant, whichever is later.

Step 2: Mediation

If the grievance is not settled at Step 1, the parties may voluntarily agree to use mediation to resolve the issue in dispute. The parties shall request an impartial mediator from the State Mediation and Conciliation Service to meet with the parties to attempt to resolve the grievance within twenty (20) calendar days after the completion of Step 1 or at a time mutually agreed to by the parties. The costs of mediation, if any, shall be shared equally by the parties.

Step 3: Arbitration

In the event a grievance is not resolved by mediation, the grievance may be submitted to arbitration. No grievance may proceed to arbitration unless and until it has been submitted to Step 2 of this grievance procedure. The grievant may request that the grievance be referred to an impartial arbitrator who shall be designated by the parties. The request to proceed to arbitration must be filed in writing within twenty-one (21) calendar days after completion of Step 2 of this grievance procedure.

a. Selection of the Arbitrator

The parties may mutually agree to an arbitrator or may request a list of seven (7) arbitrators from the State Mediation and Conciliation Service. The parties shall alternately strike names from the list until one (1) arbitrator's name remains.

If an arbitrator selected declines appointment or is otherwise unavailable, a new list shall be requested, and the selection shall be made as above, unless an arbitrator is mutually agreed upon by the parties.

b. Duty of Arbitrator

It shall be the duty of the arbitrator to hear and consider evidence submitted by the parties and to thereafter make written findings of fact and a disposition of the grievance which shall be final and binding. The decision of the arbitrator shall be based solely on the interpretation of the appropriate provisions of the MOU applicable to the grievance. The arbitrator shall have no authority to add to, subtract from, modify or disregard any of the terms and conditions of this MOU. The arbitrator shall limit his/her decision to the application and interpretation of the provisions of this MOU.

c. Payment of Costs

The fees and expenses of the arbitrator shall be shared equally between the grievant and the Consortium. Each party shall bear its own costs of representation including preparation of post-hearing briefs, if required. In the event a party chooses to have a court reporter present, the requesting party shall bear the cost.

d. Effect of Failure of Timely Action

Failure of the employee/grievant to file an appeal within the required time period at any step shall constitute an abandonment of the grievance. Failure of the Consortium to respond within the time limit at any step shall result in an automatic advancement of the grievance to the next step.

ARTICLE XIII: ANTI-STRIKE CLAUSE

It is hereby agreed that neither the Union nor the IHSS Providers covered under the provision of this MOU shall take part in, call for, sanction, foster, or support any strike, work stoppage, slow-down, sick-in or refusal to perform customary duties.

Should a strike, sick-in, picketing, boycott or any other interruption of work occur, the Consortium shall notify the Union of the existence of such activity and the Union will take all reasonable steps to terminate such activity and induce the IHSS Provider to return to work.

This provision shall continue in full force and effect for the term of this MOU and for a minimum of one (1) year beyond the term of this MOU.

ARTICLE XIV: FULL UNDERSTANDING AND MODIFICATION

Section 1. Understanding

This MOU sets forth the full and entire understanding of the parties regarding the matters set forth herein and any other prior or existing understandings or agreements by the parties, whether formal or informal, regarding any such matters are hereby superseded or terminated in their entirety.

Except as modified herein or as otherwise required by law, existing wages, hours, and other terms and conditions of employment set forth in applicable Consortium Ordinances and related resolutions and regulations shall continue in effect.

Section 2. Modification

It is the intent of the parties that this MOU be administered in its entirety in good faith during the full term. It is recognized that during such term, it may be necessary to make changes in rules or procedures affecting the employees in the bargaining unit. Where Consortium finds it necessary to make such changes, it shall notify the Union of the proposed change prior to its implementation.

Where such changes would significantly affect the working conditions in the bargaining unit, where the subject matter of the change is subject to negotiations pursuant to the Meyers-Milias-Brown Act, and where the Union requests to negotiate with Consortium, the parties shall expeditiously undertake negotiations regarding the effect the change would have on the IHSS Providers represented by the Union.

Nothing herein shall limit the authority of the Consortium to make necessary changes required during emergencies. However, Consortium shall notify the Union of such changes as soon as practicable. Emergency is defined as an unforeseen circumstance affecting life or property requiring immediate implementation of the change.

Where the Consortium makes any changes in working conditions because of the requirements of Federal or State law, the Consortium shall not be required to renegotiate the matter or manner of compliance with such law where manner of compliance is specified by such law.

Any agreement, alteration, understanding, variation, waiver or modification of any of the terms or provisions contained herein shall not be binding upon the parties unless made and executed in writing by all the parties and, if required, approved and implemented by the Consortium's Governing Board and the Mono County Board of Supervisors.

ARTICLE XV: SEPARABILITY

It is understood and agreed that this MOU is subject to all present and future applicable Federal, State and local laws, regulations and that the provisions hereof shall be effective and implemented only to the extent permitted by such laws and regulations. If any part of this MOU is in conflict or inconsistent with such applicable provisions of Federal or State laws or regulations, such part or provision shall be suspended and superseded by such applicable laws and regulations and the remainder of this MOU shall not be affected thereby and shall remain in full force and effect.

ARTICLE XVI: CONTINGENCY

All other terms and conditions of this MOU notwithstanding, it is expressly understood and agreed upon by the parties that, if during the term of the MOU, the legal requirement that counties provide for an employer of record for independent IHSS Providers is either eliminated or made optional to counties, then the parties will reopen negotiations for the exclusive purpose of commencing the meeting and confer process and to bargain in good faith on the issue of continuing or discontinuing the employer of record within the County and this MOU.

ARTICLE XVII: TERM

The term of this MOU between CSS and United Domestic Workers of America is effective January 1, 2025 and will expire December 31, 2027.



Section 1. Successor MOU

In the event either party desires to negotiate a successor MOU, it shall serve on the other, during the period of 150 to 120 days prior to the expiration of this current MOU, its full and complete proposals together with a request to commence negotiations for such successor MOU. Negotiations shall begin no later than ninety (90) days prior to the expiration of the current MOU unless otherwise agreed to by the parties. Sections of this Memorandum not addressed by either party in their proposals shall remain in full force and effect upon the implementation of a signed successor MOU.


SIGNATURES


For Community Service Solutions:


For United Domestic Workers Union:

	1/24/2025 2:19 PM PST		1/23/2025 3:50 PM PST
Amanda Philips	Date	Doug Moore	Date
Executive Director		UDW Executive Director	

	1/24/2025 2:11 PM PST		1/23/2025 12:13 PM PST
Jack Hughes	Date	Astrid Zuniga	Date
Chief Negotiator		UDW President	

	1/23/2025 9:47 AM PST
J.B. Afoh-Manin	Date
Chief Negotiator	

	1/23/2025 9:38 AM PST
Thereza Zamora	Date
Negotiation Team Member	

	1/23/2025 5:32 PM PST
Juanita Watterson	Date
Negotiation Team Member	

DRAFT

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

February 11, 2025

Subject: PA/NPC Rate Change Request.

Mono County respectfully requests a Public Authority/Non-Profit Consortium (PA/NPC) Rate Change effective May 1, 2025, due to a negotiated increase in the hourly supplemental wage, as well as an increase in the PA/NPC Administrative rate. The requested rate includes a \$17.50 hourly wage, \$0.61 hourly payroll tax, and a \$3.54 hourly administrative rate.

The enclosed Memorandum of Understanding (MOU) includes changes to the hourly provider wage. The new hourly wage for IHSS providers in Mono County is \$17.50 per hour, which includes a \$16.50 hourly wage and a \$1.00 hourly wage supplement. Prior to this MOU, the hourly wage for IHSS providers in Mono County was \$17.00 per hour, which included a \$16.50 hourly wage and a \$0.50 hourly wage supplement. The new \$0.50 wage supplement will incur a one-time adjustment to the County Maintenance of Effort (MOE). Mono County offers no health or non-health benefits to IHSS providers. The payroll tax rate is reduced to 3.5 percent, or \$0.61 per hour.

The 2024-25 PA/NPC Rate Total is increasing to \$21.65 from \$20.17, an overall increase of \$1.48. This is due to an increase in the PA/NPC Hourly Administrative Cost from \$2.51 to \$3.54, so that Mono County has the option to fully utilize its PA administrative allocation from the State General Fund (SGF). The PA allocation for Mono County has increased from \$140,000 to \$160,000.

Enclosed in this package are the [County BOS approval document], MOU with required signatures, SOC 449, IHSS PA/NPC Rate Worksheet, line-item PA/NPC Budget Worksheet, and Budget Narrative. The two points of contact for this rate change package are: Kathryn Peterson at (760) 924-1763 or kpeterson@mono.ca.gov; and Amanda Philips at (530) 495-2700 or aphilips@cscssolutions.org.

Sincerely,

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

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

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

COUNTY:		EFFECTIVE DATE:
Mono		5/1/2025
PA NAME:		
Community Service Solutions		
CONTACT NAME:		
Amanda Philips		
TELEPHONE:	FAX:	
530-495-2700		
ADDRESS:		
PO Box 346 Coleville, CA 96107		
EMAIL ADDRESS:		
ihss@csssolutions.org		

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

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

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

RATE TABLE

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

	Current Rate	Requested Rate	Difference
1	\$0.00	\$0.00	\$0.00
2	\$16.50	\$16.50	\$0.00
3	\$0.00	\$0.00	\$0.00
4	\$0.00	\$0.50	\$0.50
5	\$0.50	\$0.50	\$0.00
	\$17.00	\$17.50	\$0.50
6	\$0.00	\$0.00	\$0.00
7	\$0.00	\$0.00	\$0.00
	\$0.00	\$0.00	\$0.00
9	\$0.00	\$0.00	\$0.00
10	\$0.66	\$0.61	-\$0.05
11	\$2.51	\$3.54	\$1.03
	\$20.17	\$21.65	\$1.48

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

☐ Authorizing Officer Signature _____

Date: _____

Mono County: IHSS PA Rate Worksheet

Projected yearly hours

45,229.0

#	ITEM	BUDGET	SERVICES	ADMIN	Portion of RATE
	Provider Costs				
1	IP Wages = proj yearly hours @ \$17.50 per hr	\$ 791,508	\$ 791,508		17.50
2	IP Employer Taxes @ 3.5%	\$ 27,703	\$ 27,703		0.61
3	Health Benefits @ .00/hr	\$ -	\$ -		0.00
					0.00
	Total Provider Costs	\$ 819,211	\$ 819,211		18.11
	Public Authority Administrative costs				
	Salaries & Benefits	\$ 116,875			
	PA Operating Expenses	\$ 43,125			
	Total Public Authority Administrative costs	\$ 160,000		\$ 160,000	3.54
	TOTAL	\$ 979,211	\$ 819,211	\$ 160,000	\$ 21.65
	Total hourly rate: The hourly rate is computed by adding total services costs and total administrative costs and dividing by the number of IHSS hours.				
		Services Cost	Adm Costs	Total Hours	Total PA Hourly Rate
	PA Rate	\$ 819,211	+ \$160,000	/ \$ 45,229	= \$ 21.65
	Services Rate = Services Cost Divided by Total Hours	\$ 819,211		/ \$ 45,229	= \$ 18.11
	Admin Rate = Admin Cost Divided by Total Hours		\$160,000	/ \$ 45,229	= \$ 3.54

ITEM		BUDGET	SERVICES	ADMIN	RATE	
Individual Providers						
1 Individual Providers		\$ 791,508	\$ 791,508		\$ 17.50	Hours are FY24 projected base with 12% allowance for cases on leave, ICTs, terminations, hours unclaimed
	Hours	45,229.0				
	Rate	\$ 17.50				
2 IP Employer Taxes		\$ 27,703	\$ 27,703		\$ 0.61	3.5% based on hours paid and expenditure report
	Rate	3.50%				
NPC Salaries and Benefits						
3 Administrative Salaries						
Executive Director	.27 FTE	42120		42120	0.93	
Registry Coordinator	.5 FTE	38063		38063	0.84	
Media Coordinator	.25 FTE	8190		8190	0.18	
Total Salaries		88373		88373	\$ 1.95	
4 Administrative Benefits						
Health Insurance, Retirement, PTO		28502		28502	0.63	
Total Admin Benefits		28502		28502	\$ 0.63	
Operating Expenses						
5 Office Rent		5400		5400	0.12	
6 Office Utilities, Phone		4250		4250	0.09	
7 Transportation and Travel						
Vehicle maintenance & fuel		1750		1750	0.04	
Lodging & Meals		1920		1920	0.04	
8 Training for Providers and/or Recipients		800		800	0.02	
9 Office Computers & Software		2400		2400	0.05	
10 Office Equipment (including copier lease)		1600		1600	0.04	
11 Office Supplies & Materials		800		800	0.02	
12 Postage		500		500	0.01	
13 Provider Recruitment		1200		1200	0.03	
14 Website hosting & domain		235		235	0.01	
15 Professional Interpreting		850		850	0.02	
16 Accounting		1540		1540	0.03	
17 Legal Services		6000		6000	0.13	
18 Insurances		3250		3250	0.07	
19 Professional Association Dues (CAPA and CICA)		3975		3975	0.09	
20 Indirect Costs (.15 operating)		6655		6655	0.15	
Total Operating Expenses		43125		43125	\$ 0.96	
TOTALS		\$ 979,211	\$ 819,211	\$ 160,000	\$ 21.65	

Mono County PA Rate Change Package

Budget Narrative

The 2024-25 Requested PA/NPC Total Rate has increased by \$1.48, from \$20.17 to \$21.65. This is due to an increase in the supplemental wage from \$0.50 per hour to \$1.00 per hour, effective May 1, 2025. Also, the administrative rate has increased from \$2.51 per hour to \$3.54 per hour.

The PA/NPC Hourly Rate and Hourly Administrative costs were derived using estimated costs for the Mono County PA provider wages and CDSS allocations for Public Authority Administration for 2024-25. Projected allocations for Mono County include \$80,000 State General Fund with a \$80,000 Federal match.

The Hourly Services Cost, Hourly Wage, and Hourly Benefits were calculated based upon the provider wage rate and estimated payroll tax rate from the CMIPS II Paid Case Summary Report. Projected annual provider hours are 45,229. Provider wage in Mono County will be \$17.50 per hour, which includes a \$16.50 hourly wage and \$1.00 hourly supplemental wage. Mono County does not offer health and/or other benefits.

Total provider costs, including employer-paid taxes, are projected to be \$819,211. This is based on 45,229 provider hours at a wage of \$17.50/hour plus \$0.61/hour for employer-paid taxes. The total PA/NPC administrative costs are budgeted at \$160,000, which equal an administrative rate of \$3.54/hour. This includes salaries and benefits for staff totaling \$116,875 and operating costs of \$43,125. The total budget for provider costs and administrative costs is \$979,211.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Information Technology

TIME REQUIRED

SUBJECT Consent to Assignment of Digital 395
License Agreement by California
Broadband Cooperative to State of
California

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed consent of the County for California Broadband Cooperative to assign certain license rights for the Digital 395 backbone to the State of California.

RECOMMENDED ACTION:

Approve the consent to assignment of Digital 395 licenses by California Broadband Cooperative to the State of California as part of the State's purchase of Digital 395 and Authorize Information Technology Director to sign the consent and required forms, with any minor modifications as reviewed and approved by County Counsel.

FISCAL IMPACT:

None.

CONTACT NAME: Mike Martinez

PHONE/EMAIL: 1819 / mmartinez@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Attachment 1. Consent agreement
<input type="checkbox"/> Attachment 2. State of California Artificial Intelligence Reporting and Factsheet
<input type="checkbox"/> Attachment 3. State of California Anti-lobbying form
<input type="checkbox"/> Attachment 4. State of California Civil rights Laws Attachment
<input type="checkbox"/> Attachment 5. Federal Disbarment Certification

History

Time	Who	Approval
2/5/2025 11:44 AM	County Counsel	Yes
2/5/2025 11:44 AM	Finance	Yes
2/5/2025 3:30 PM	County Administrative Office	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

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

Mike Martinez
Information Technology Director

February 11, 2025

To Honorable Board of Supervisors

From Mike Martinez, Information Technology Director

Subject Digital 395 Assignment of Licenses

Recommendation

Approve the assignment of Digital 395 licenses by California Broadband Cooperative to the State of California as part of the State's purchase of Digital 395.

Project History

California Broadband Cooperative, Inc. ("CBC") owns and operates a fiber optic communications backbone between Reno, NV and Barstow, CA known as "Digital 395," a portion of which is located within Mono County.

Mono County in 2011 granted a license enabling CBC's use of County land and County rights of way ("License Agreement for Use of County Land for Node Sites, Community Service Cabinet Sites, Anchor Sites, and for Use of County Rights of Way for Underground Fiber Optic Transmission Lines," executed by CBC and the County on November 23, 2011, a true and correct copy of which is attached hereto as Exhibit 2 to the California State Form STD 213 attached hereto as Attachment A ("License Agreement")).

On October 31, 2024, the State of California Department of Technology ("State") purchased from CBC ("Purchase") the Digital 395 fiber optic backbone ("Backbone").

As a consequence of the Purchase, the State requires certain rights to use County land and rights-of-way that were granted to CBC under the License Agreement in order to take over and operate Digital 395.

However, for CBC to continue operating its distribution network ("CBC Distribution Network") following the Purchase, CBC requires retention of certain rights set forth in the License Agreement.

This item comes before the Board because Section 44 of the License Agreement requires that the "Licensee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its license rights and interests granted by this Agreement, without the prior written consent of County."

In accordance with the foregoing, CBC requests the consent of the County to effect a partial assignment of the License Agreement to the State subject to certain amendments as set forth in the Request for Consent of Partial Assignment at pages 2-3, attached hereto as Attachment 1. Consent Agreement.

**REQUEST FOR CONSENT OF PARTIAL ASSIGNMENT:
LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE
CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR
UNDERGROUND FIBER OPTIC TRANSMISSION LINES**

1. Background.

- a. California Broadband Cooperative, Inc. ("CBC") owns and operates a fiber optic communications backbone between Reno, NV and Barstow, CA known as "Digital 395," a portion of which is located within Mono County.
- b. Mono County in 2011 granted a license enabling CBC's use of County land and County rights of way ("*License Agreement for Use of County Land for Node Sites, Community Service Cabinet Sites, Anchor Sites, and for Use of County Rights of Way for Underground Fiber Optic Transmission Lines*," executed by CBC and the County on November 23, 2011, a true and correct copy of which is attached hereto as Exhibit 2 to the California State Form STD 213 attached hereto as Attachment A ("License Agreement")).
- c. On October 31, 2024, the State of California Department of Technology ("State") purchased from CBC ("Purchase") the Digital 395 fiber optic backbone ("Backbone").
- d. As a consequence of the Purchase, the State requires certain rights to use County land and rights-of-way that were granted to CBC under the License Agreement.
- e. To continue operating its distribution network ("CBC Distribution Network") following the Purchase, CBC requires its retention of certain ongoing rights set forth in the License Agreement.
- f. Section 44 of the License Agreement provides in relevant part that "Licensee shall not sublease, assign, transfer, mortgage, or otherwise convey this Agreement, or any of its rights and interests hereunder, including its license rights and interests granted by this Agreement, without the prior written consent of County."

In accordance with the foregoing, CBC requests the consent of the County to effect a partial assignment of the License Agreement to the State subject to certain amendments as set forth below.

2. Scope of Requested Assignment.

CBC requests the County's consent to the assignment by CBC to the State as part of the Purchase those rights under the License Agreement (and associated obligations) necessary or helpful to the State's ongoing operation, maintenance, upgrade or expansion of the Backbone. CBC proposes to retain those rights under the License Agreement (and associated obligations) necessary or helpful to CBC's ongoing operation, maintenance, upgrade or expansion of the CBC Distribution Network. As a consequence of the Purchase, CBC no longer has any rights in or to the Backbone but has retained all of its rights in or to the CBC Distribution Network, and CDT acquired from CBC only the Backbone and has acquired no rights in or to the CBC Distribution Network.

- a. License Rights Assigned to State. CBC proposes to assign to the State the following License rights relating to the Backbone:
 - i. Exclusive License for Node Sites (Bridgeport Node) (License Agreement Section 1; Exhibit A; Exhibit B).
 - ii. Non-Exclusive License for Underground Fiber Optic Transmission Lines (License Agreement Section 4), to the extent described in paragraph 2(c) below and designated in Attachment B attached hereto.

- iii. Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots (License Agreement Section 5), to the extent described in paragraph 2(c) below and designated in Attachment B.
- b. License Rights Retained by CBC. CBC will retain the following License rights following the Purchase, relating to the CBC Distribution Network:
 - i. Exclusive License for Community Service Cabinet Sites (License Agreement Section 2).
 - ii. Non-Exclusive License for Anchor Sites (License Agreement Section 3).
 - iii. Non-Exclusive License for Underground Fiber Optic Transmission Lines (License Agreement Section 4), to the extent described in paragraph 2(c).
 - iv. Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots (License Agreement Section 5), to the extent described in paragraph 2(c).
- c. Allocation of Certain License Rights. With respect to the “Non-Exclusive License for Underground Fiber Optic Transmission Lines” described in Section 4 of the License Agreement, and the “Temporary Exclusive License for Construction Laydowns, Staging Areas and Depots” described in Section 5 of the License Agreement, CBC proposes to assign such rights to the State only to the extent they relate to certain of the “Transmission Line Corridors” (as such term is used in the License Agreement) making up the Backbone, and to retain such rights as they relate to the CBC Distribution Network currently installed or that may be installed in the future. Attachment B identifies the Transmission Line Corridors making up the Backbone for which these rights are proposed to be assigned to CDT.

3. Amendments.

CBC further requests that the License Agreement, as partially assigned to the State, be amended as follows:

State Form STD 213	California State Form STD 213 in the form attached hereto as Attachment A shall be executed and attached to the face of the License Agreement.
Section 35. Indemnification	In Subsection a., insert “To the extent permitted by law,” following “In General” and prior to “Licensee shall indemnify...”
Section 37. Licensee Maintenance of Insurance	Insert a new Subsection j: “Self-Insurance. Licensee may fulfill its obligations under this Section 37 by providing County with a letter of self-insurance.”
Section 40(b). Assessment of Penalties	Section 40(b) shall not apply to the State. The text of such Section shall be deleted and replaced with the following: “[Intentionally deleted.]”
Section 49. Non-Appropriation of Funds	A new Section 49 shall be added with the following text inserted: “If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of this Agreement is contingent on the appropriation of funds for such purpose by the California State Legislature. If funds to affect such continued payment are not appropriated, Licensor agrees to terminate any affected License, terminate any services supplied to Licensee under this Agreement, and

	relieve Licensee of any further obligation with respect thereto.”
Section 50. Payment Provisions	A new Section 50 shall be added with the following text inserted: “All payments made pursuant to this Agreement shall be made in accordance with the payment provisions attached as Exhibit H to California State Form STD 213.”
Exhibit F	Exhibit F to the License Agreement shall be deleted and replaced with the following: [“Intentionally deleted.”].
Exhibit G	Exhibit G to the License Agreement shall be amended and restated to reflect only those Transmission Line Corridors making up the Backbone designated in Attachment B for allocation to CDT.
Exhibit H to State Form STD 213	Payment provisions shall be attached as Exhibit H to California State Form STD 213.

4. **Effect of Partial Assignment and Amendments.**

After giving effect to the partial assignment of the License Agreement to the State and the amendment thereof as so assigned as set forth above, the License Agreement would apply to CBC and the State as follows:

- a. **CBC.** As retained by CBC, the License Agreement and all of the terms and provisions thereof would continue to apply to CBC, except that (i) Section 1 would no longer apply to CBC, and such Section, and cross-references to the rights and obligations provided only under such Section, would be disregarded and of no force or effect as to CBC, and (ii) Sections 4 and 5 would apply to CBC only with respect to the CBC Distribution Network.
- b. **State.** As assigned to the State, the License Agreement and all of the terms and provisions thereof, as amended in the manner described above, would apply to the State, except that (i) Sections 2 and 3 would not apply to the State, and such Sections, and any cross-references to the rights and obligations provided only under such Sections, would be disregarded and of no force or effect as to the State, and (ii) Sections 4 and 5 would apply to the State only with respect to the Transmission Line Corridors making up the Backbone designated for assignment to the State on Attachment B.
- c. **Independence of CBC and State Rights and Obligations.** The rights and obligations of the State under the License Agreement as amended and partially assigned to the State, and the rights and obligations of CBC under the License Agreement as partially retained by CBC, shall be wholly independent, as if each of CBC and the State had entered into its own license agreement with the County. Without limiting the foregoing, each of the State and CBC may, with the agreement of the County, alter, extend or modify in any respect any of its respective rights and obligations under the License Agreement without notice to or consultation with the other.

5. **Required Forms.**

County has completed and submitted the following forms to CDT prior to the execution of this Assignment: (1) Byrd Anti-Lobbying Amendment Form, (2) Federal Debarment Certification Form, (3) California Civil Rights Laws Attachment Form, and (4) STD 1000 Generative Artificial Intelligence Reporting and Fact Sheet Form.

6. **Required Approvals and Conditions.**

The Assignment shall not become effective until and unless approved by the County of Mono Board of Supervisors.

7. **Contacts**

California Broadband Cooperative, Inc (Assignor):	Scott Armstrong 873 N. Main Street, Suite 223 Bishop, CA 93514 sarmstrong@inyocounty.us
California Department of Technology (Assignee)	Mark Monroe PO BOX 1810 Rancho Cordova, CA 95741 Mark.monroe@state.ca.gov

Approval:

Mono County, California (the "County") consents to the partial assignment of the License Agreement as set forth above and approves the amendment(s) thereof as set forth above.

The County represents and warrants to the State that, (i) except as may be identified above there are no amendments, modifications or other agreements supplementing, modifying or in any way affecting the express terms and conditions of the License Agreement, (ii) the License Agreement is in full force and effect, and (iii) no event of default or breach of the License Agreement exists, and no fact or circumstance exists which, with the giving of notice or the passage of time, would constitute an event of default or breach under the License Agreement by either the County or, to the best of the County's knowledge, CBC.

As a means of satisfying the documentary requirements of the State of California, the County agrees to execute and deliver to the State a Form STD 213 in the form attached hereto as Attachment A, and agrees that such Form STD 213 (collectively with the Exhibits attached thereto and included within Attachment A) may be attached to the face of the License Agreement as partially assigned to the State and as amended as set forth above, and shall become a part thereof.

MONO COUNTY, CALIFORNIA

BY: _____

TITLE: _____

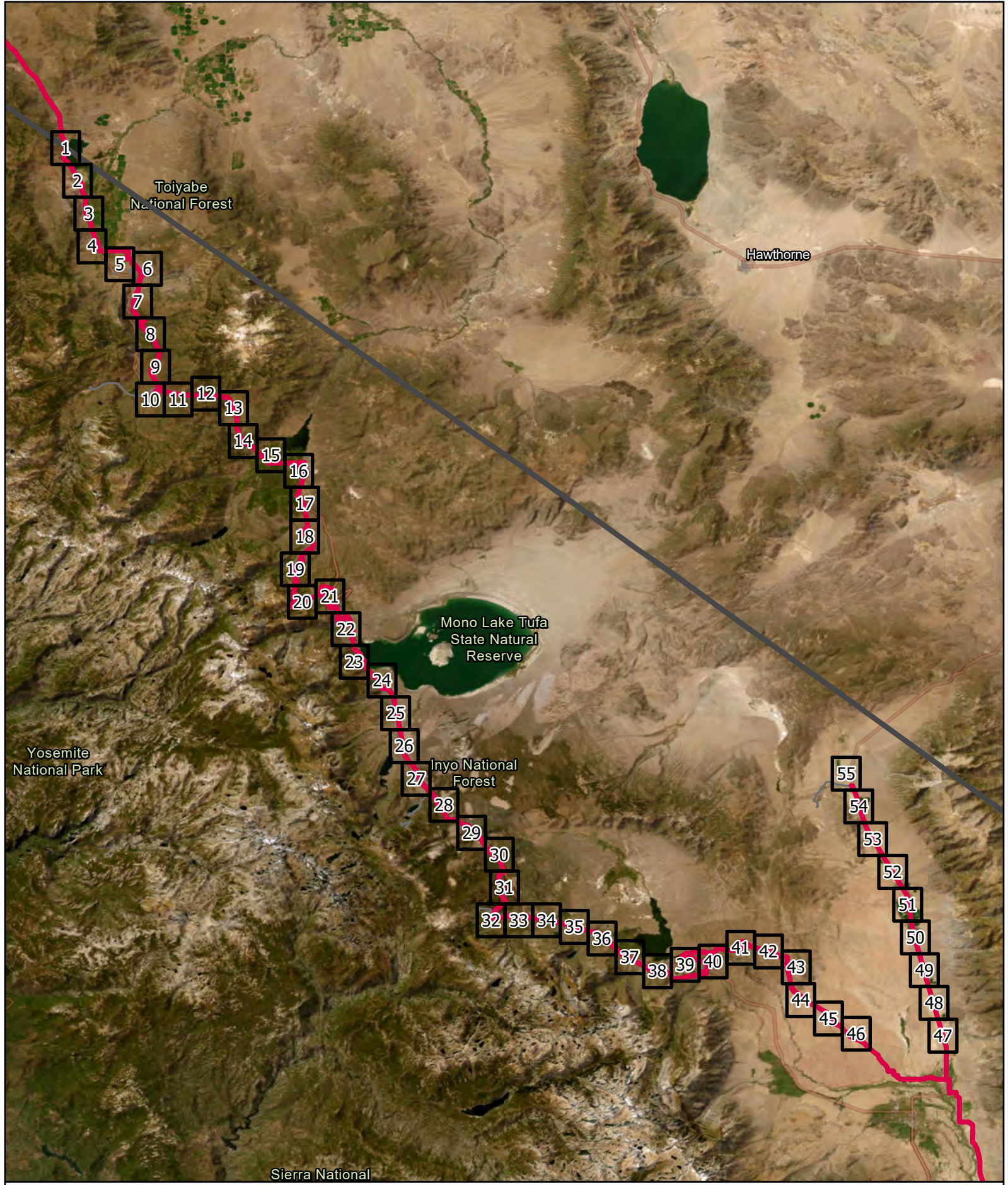
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Attachment A:
State Form STD 213

[Completed STD 213 to be inserted here.]

[Exhibits to STD 213 continue on following pages.]

Attachment B:
Transmission Line Corridors
(Allocation of Rights under License Agreement Sections 4 and 5)



California Broadband Cooperative
Mono County - Backbone
Date: 10/8/2024 Key Map

Backbone Paths



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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 1 of 55

— Distribution Paths

— Backbone Paths

— MonoCountyROW

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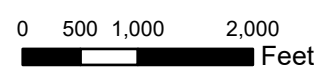


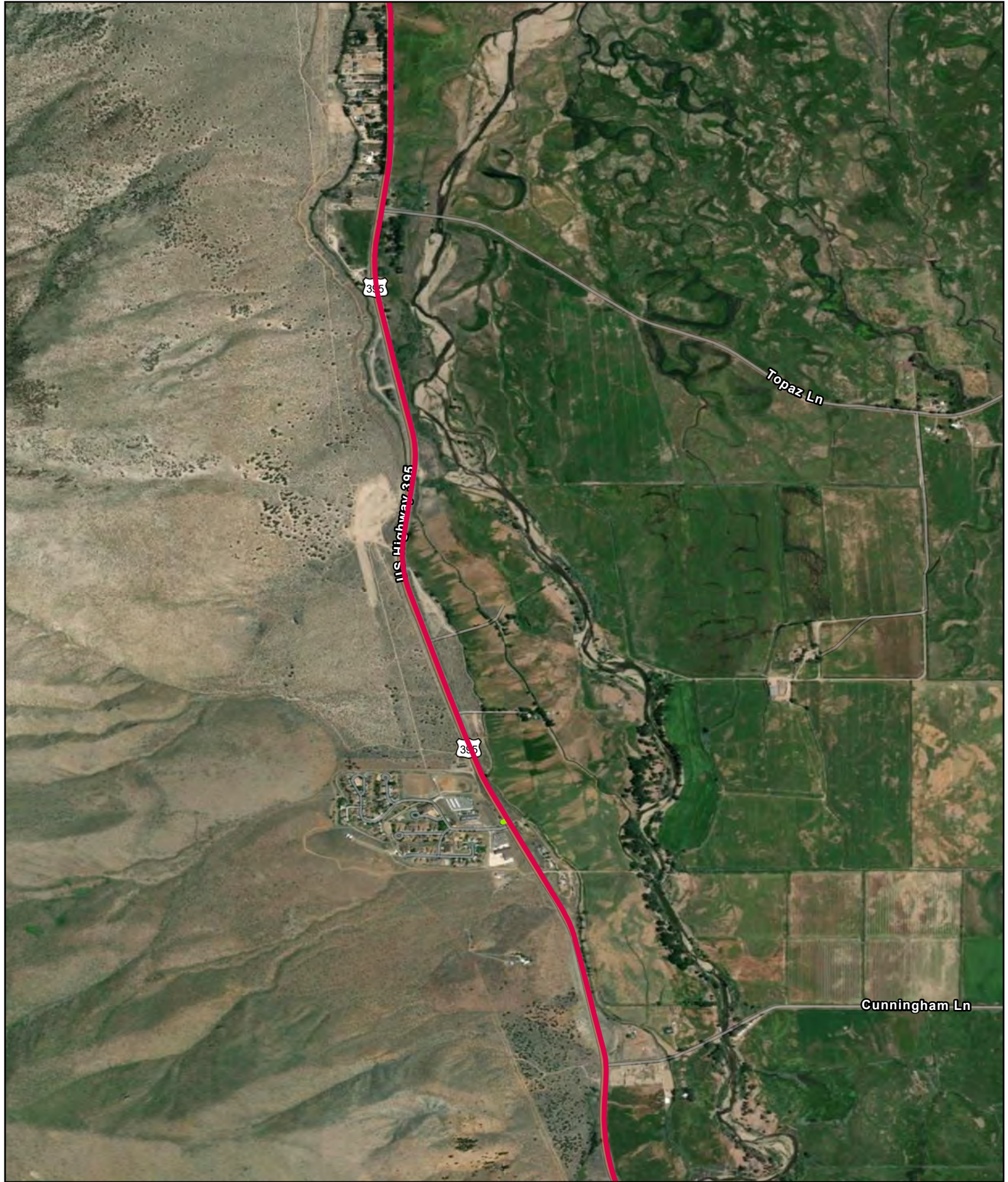
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California State Route 89




-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

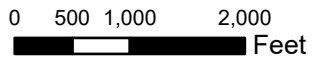




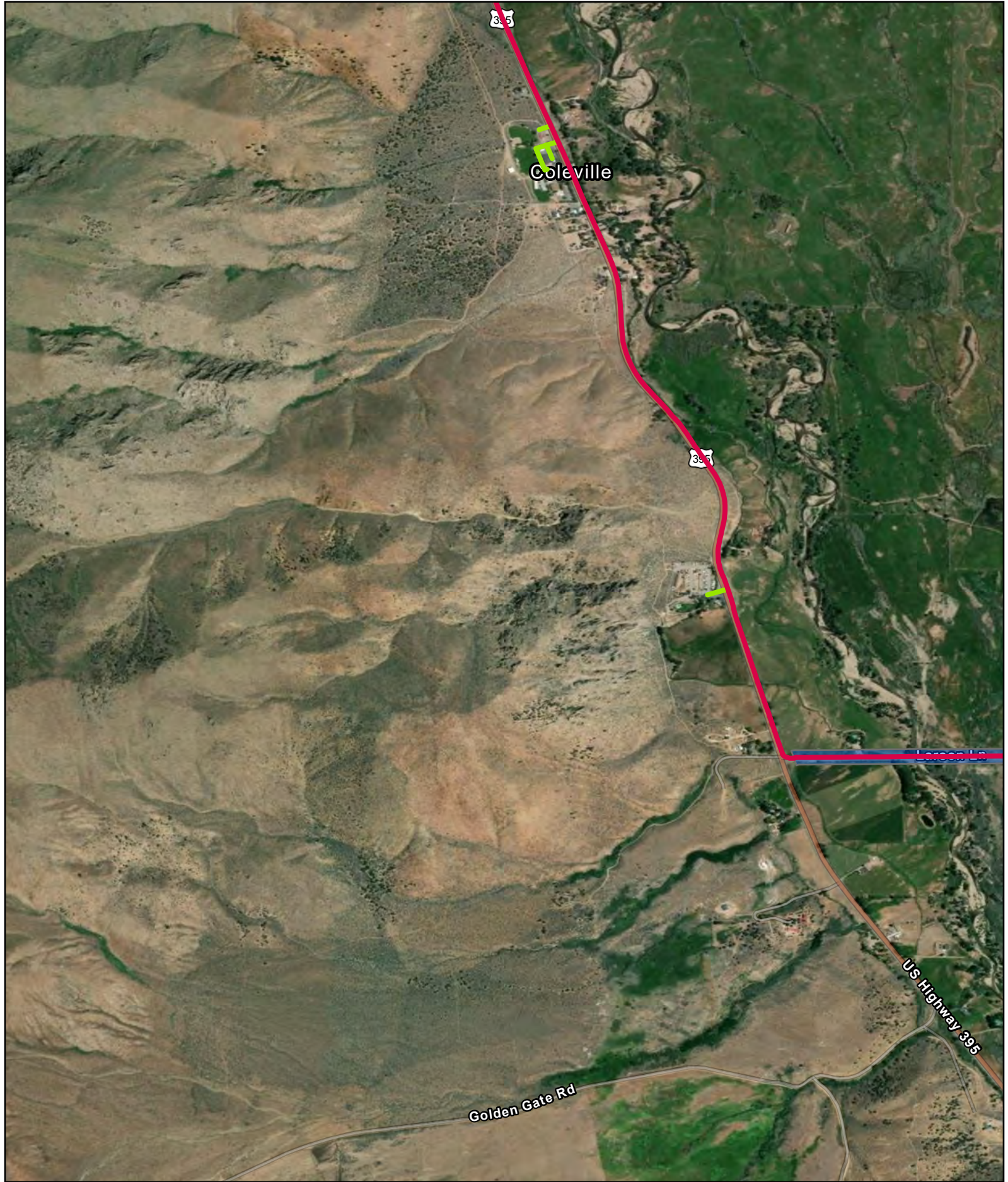
California Broadband Cooperative

Mono County - Backbone
Date: 10/8/2024 Page 3 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW






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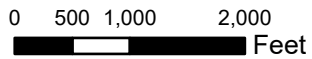


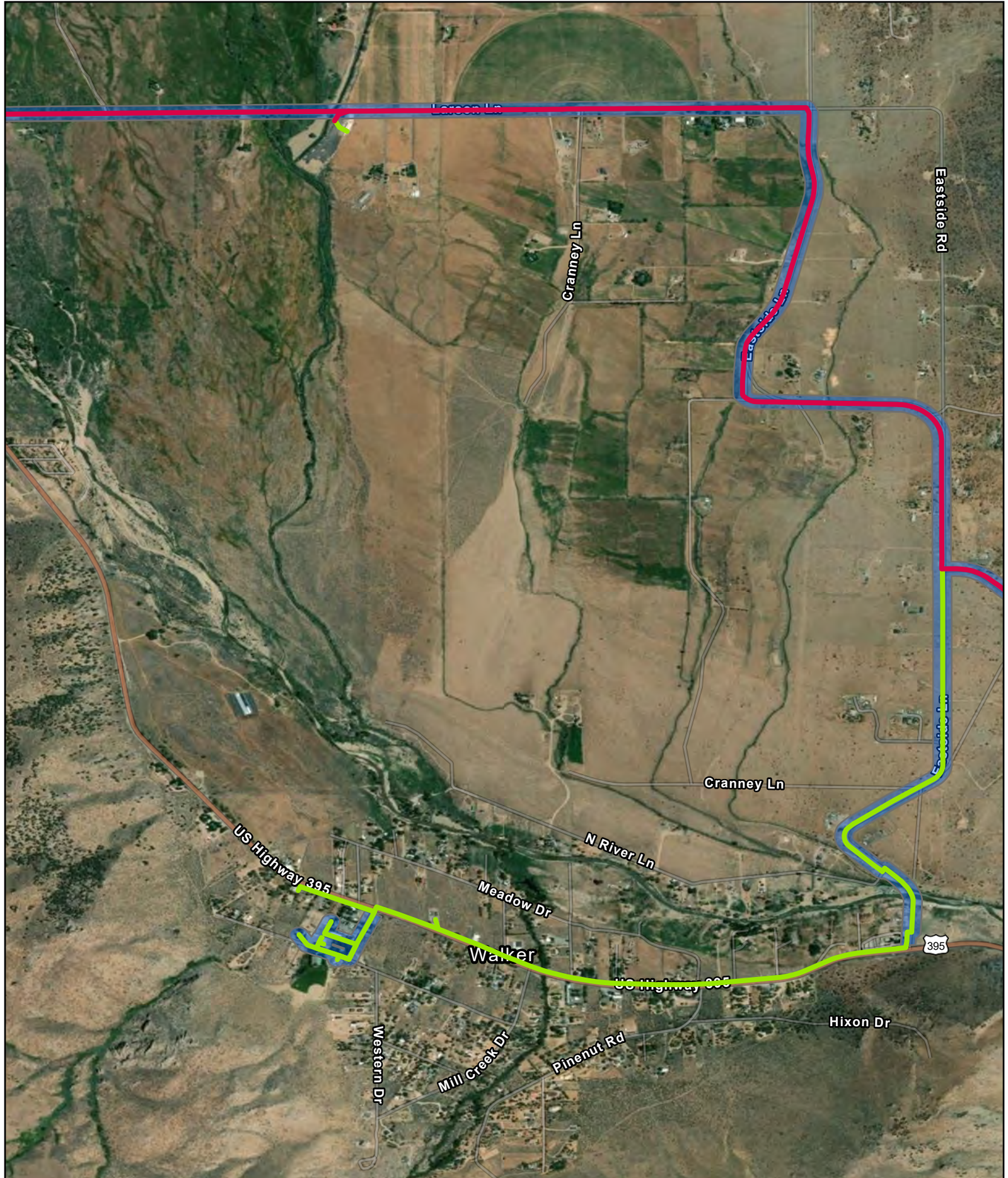
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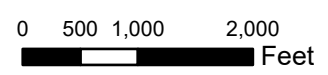
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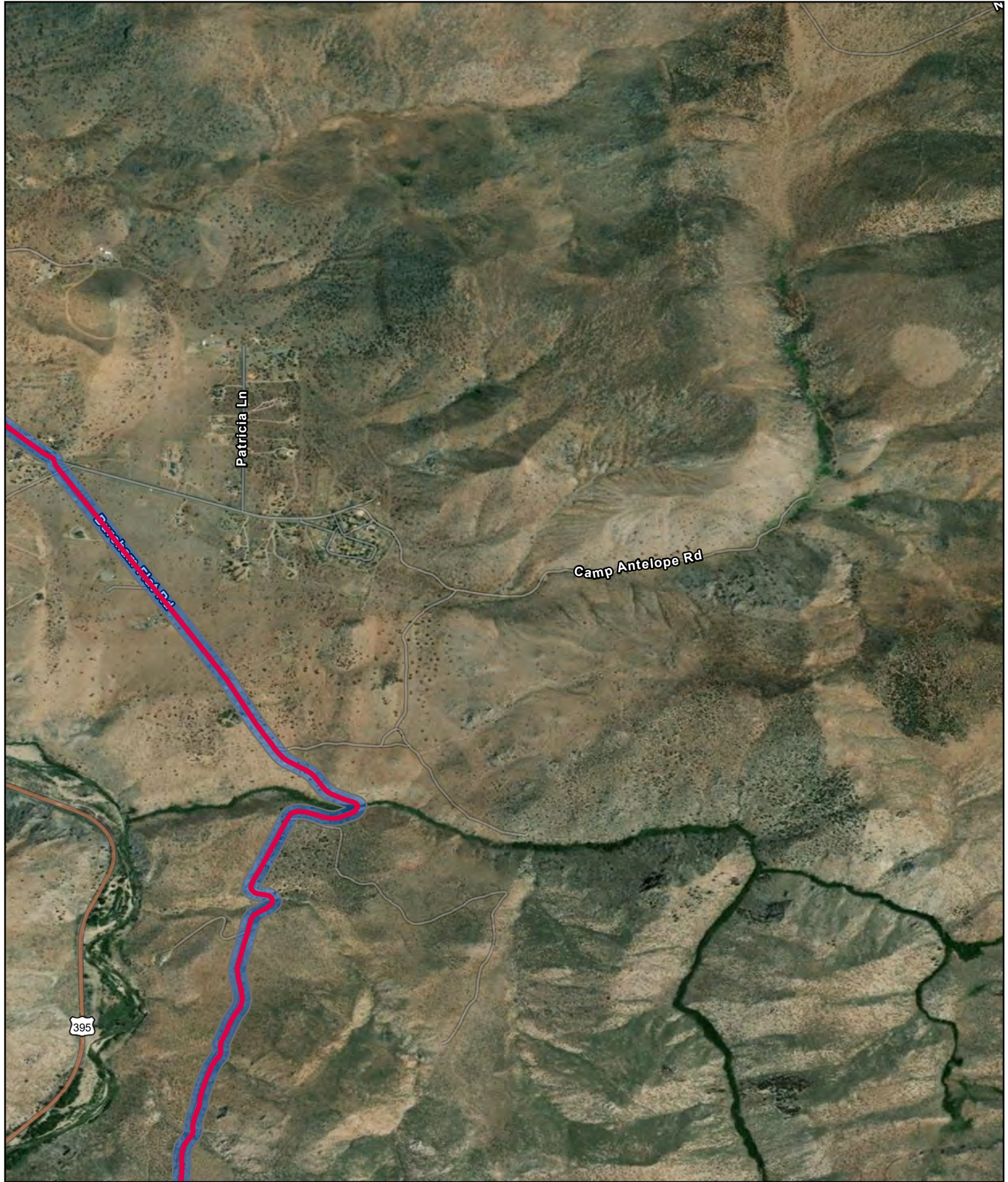
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California Broadband Cooperative

Mono County - Backbone

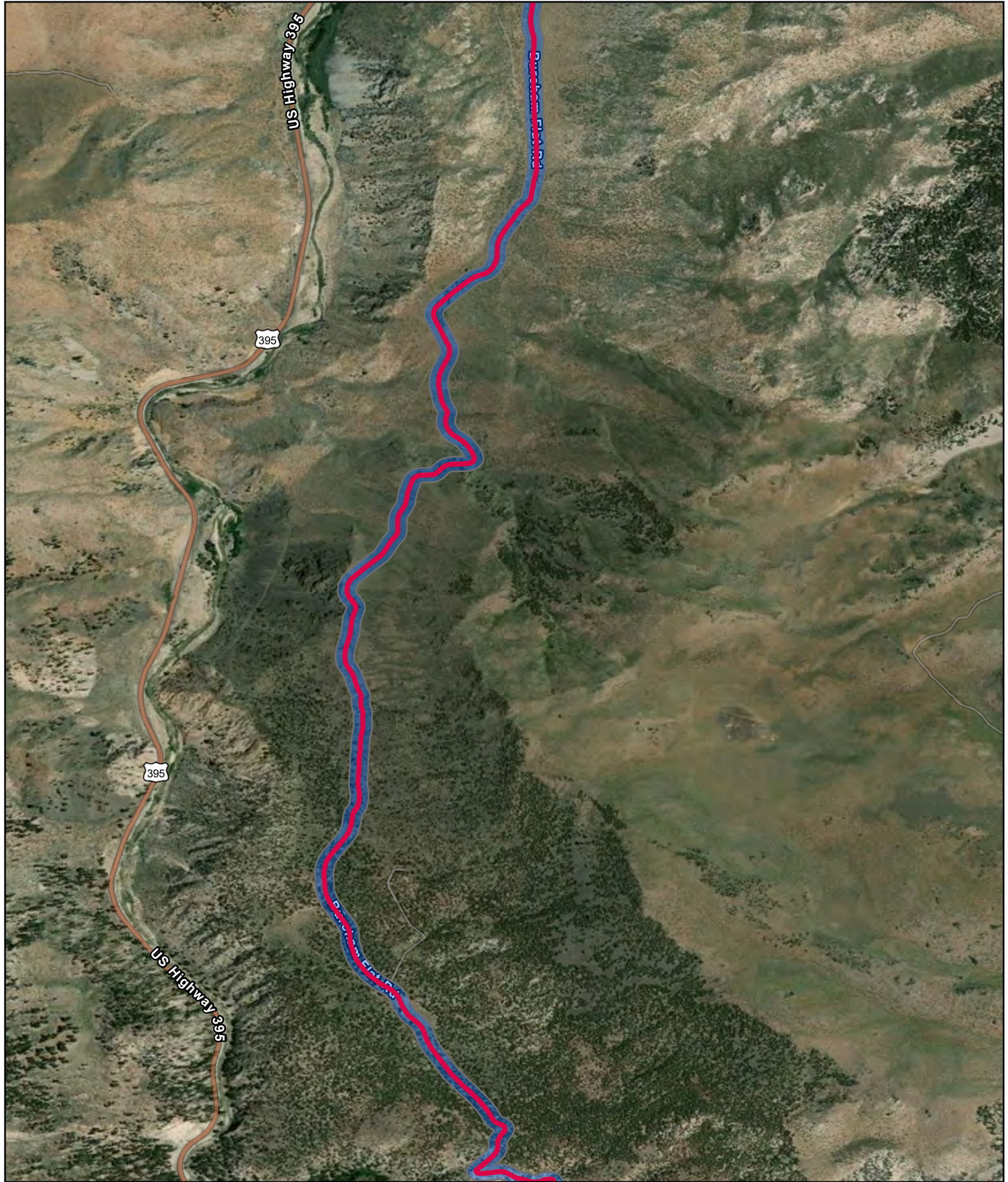
Date: 10/8/2024 Page 6 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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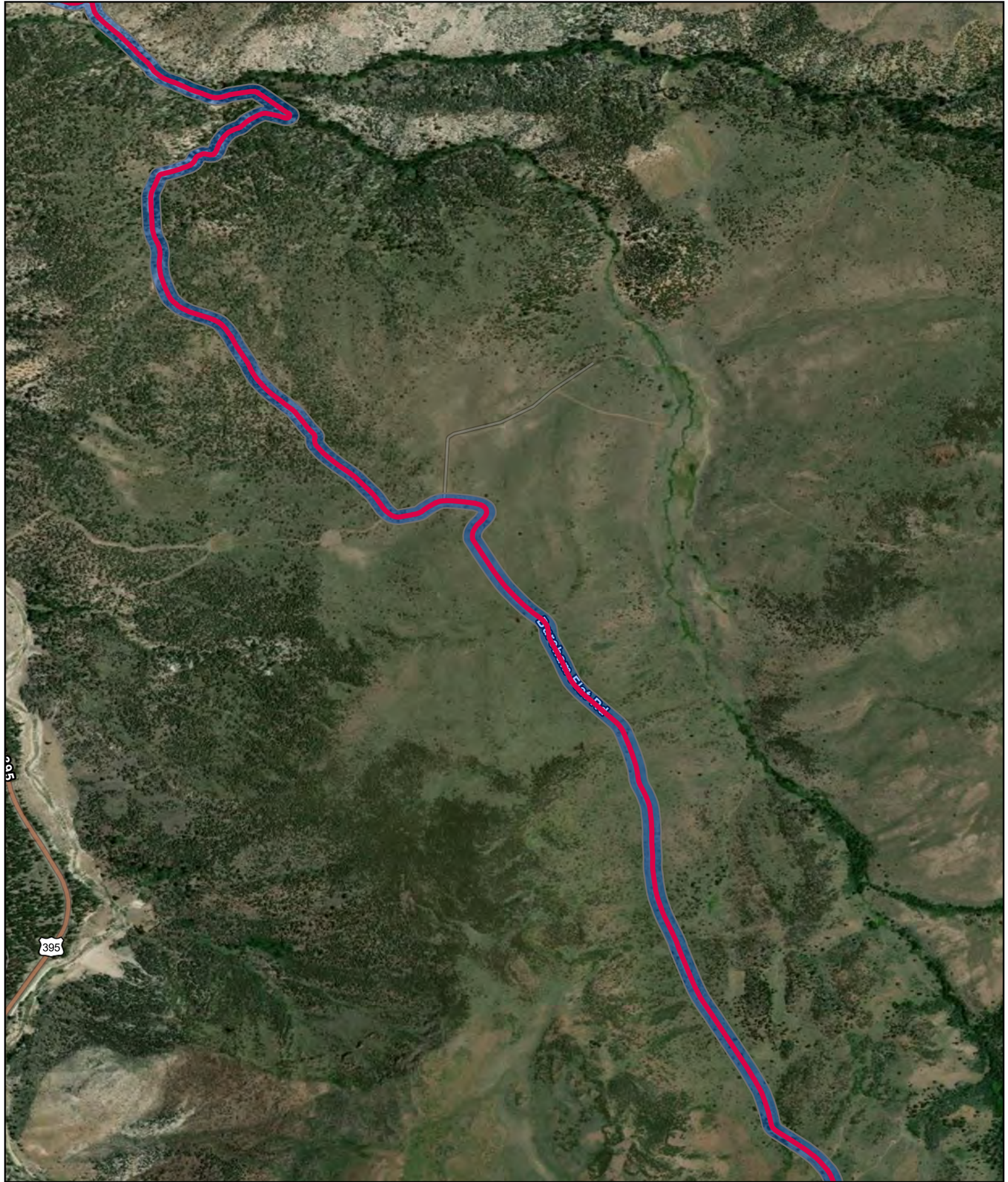
Date: 10/8/2024 Page 7 of 55

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-  Backbone Paths
-  MonoCountyROW

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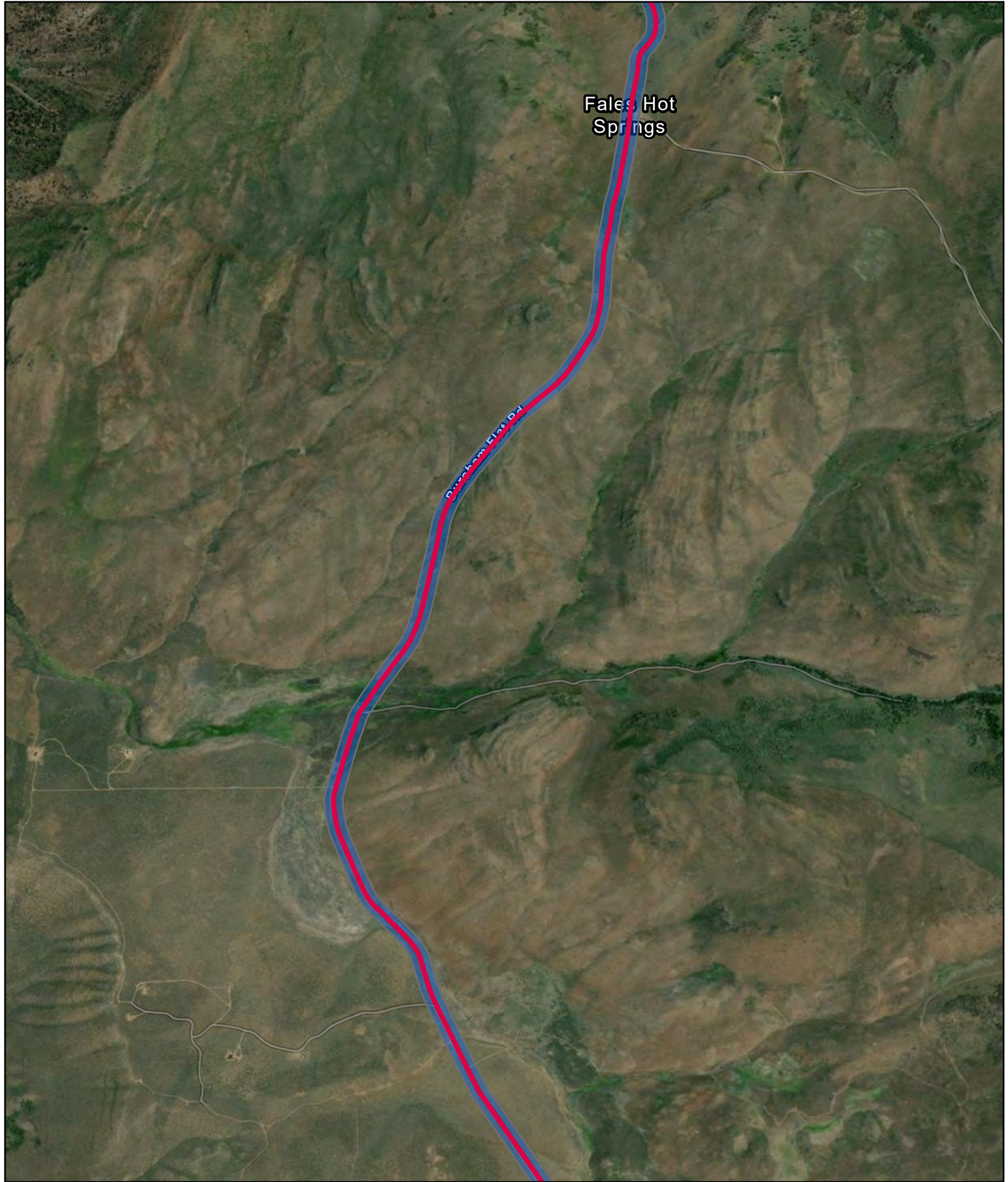
Mono County - Backbone

Date: 10/8/2024 Page 8 of 55

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-  Backbone Paths
-  MonoCountyROW

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Mono County - Backbone

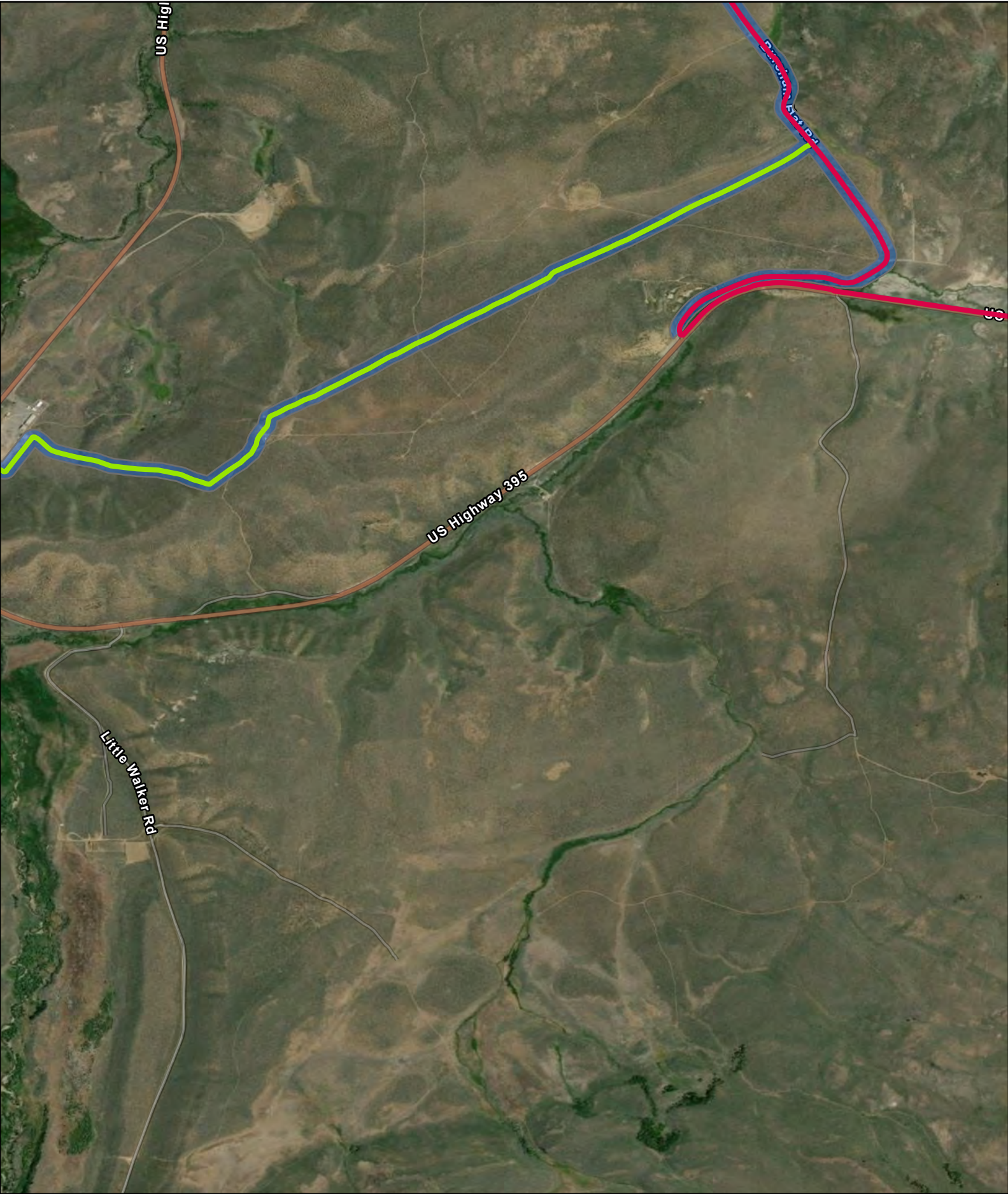
Date: 10/8/2024 Page 9 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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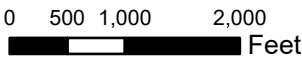


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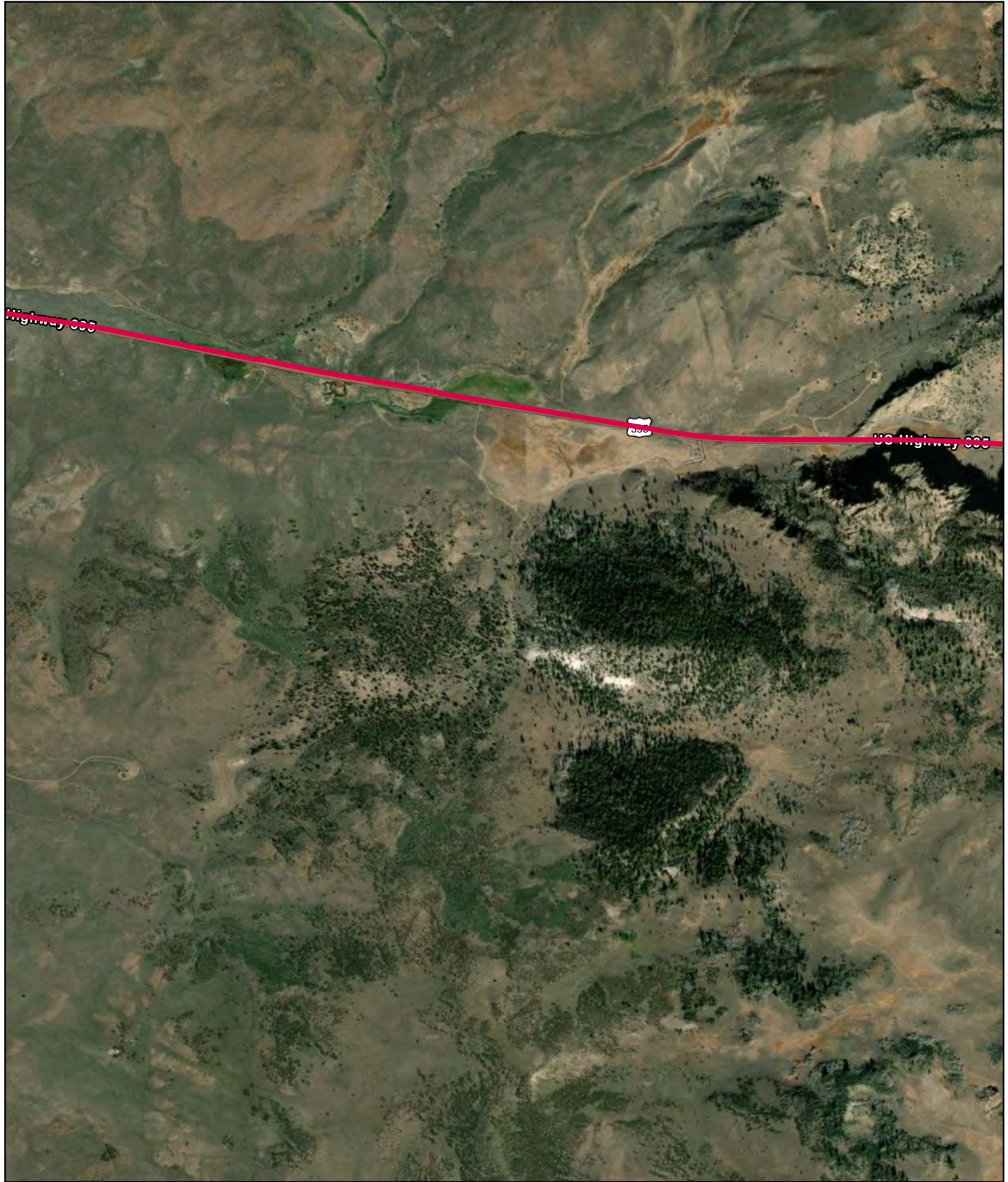
Mono County - Backbone

Date: 10/8/2024 Page 10 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW



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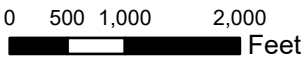
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Mono County - Backbone
Date: 10/8/2024 Page 11 of 55



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-  Backbone Paths
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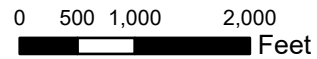


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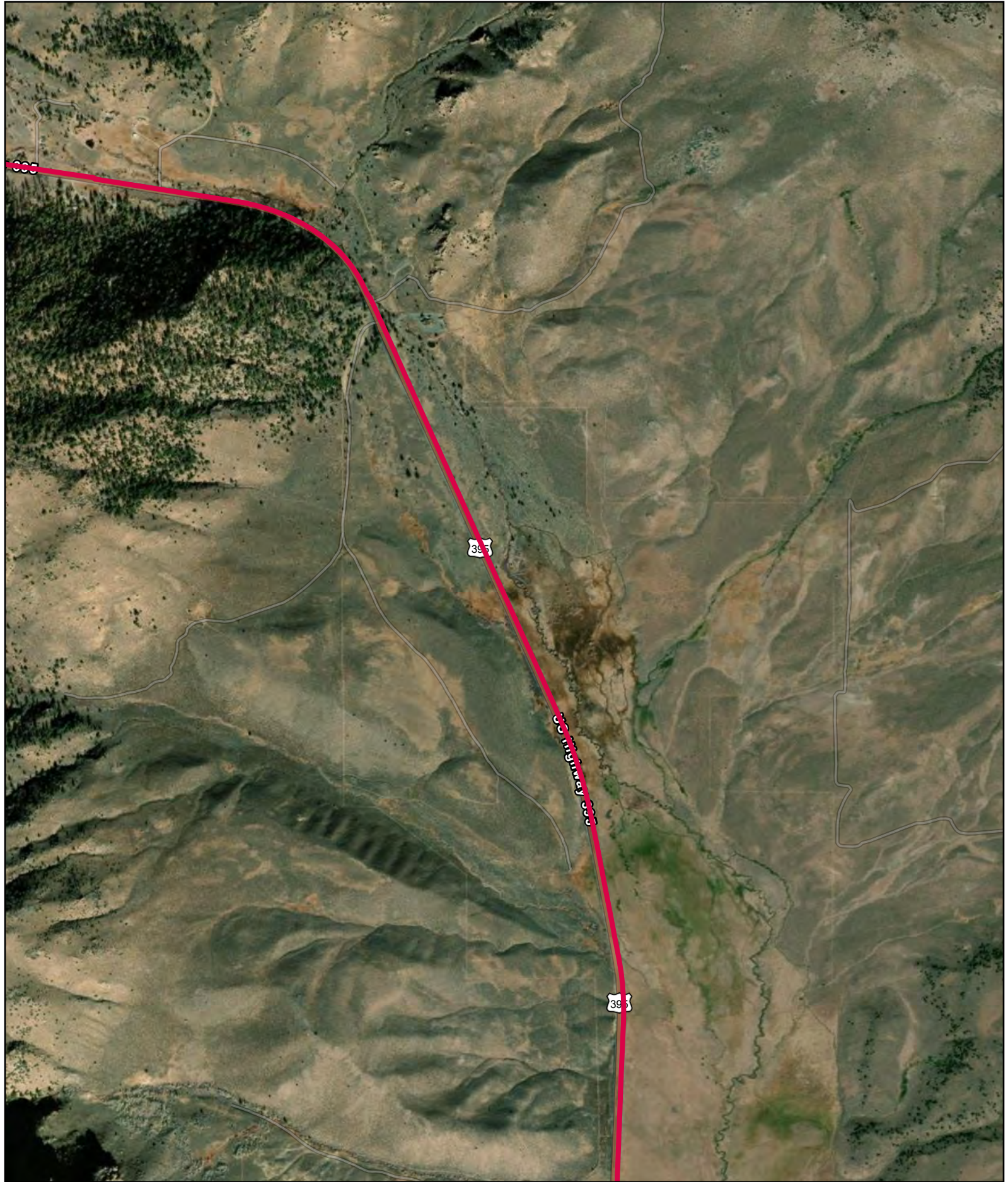
Mono County - Backbone

Date: 10/8/2024 Page 12 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW






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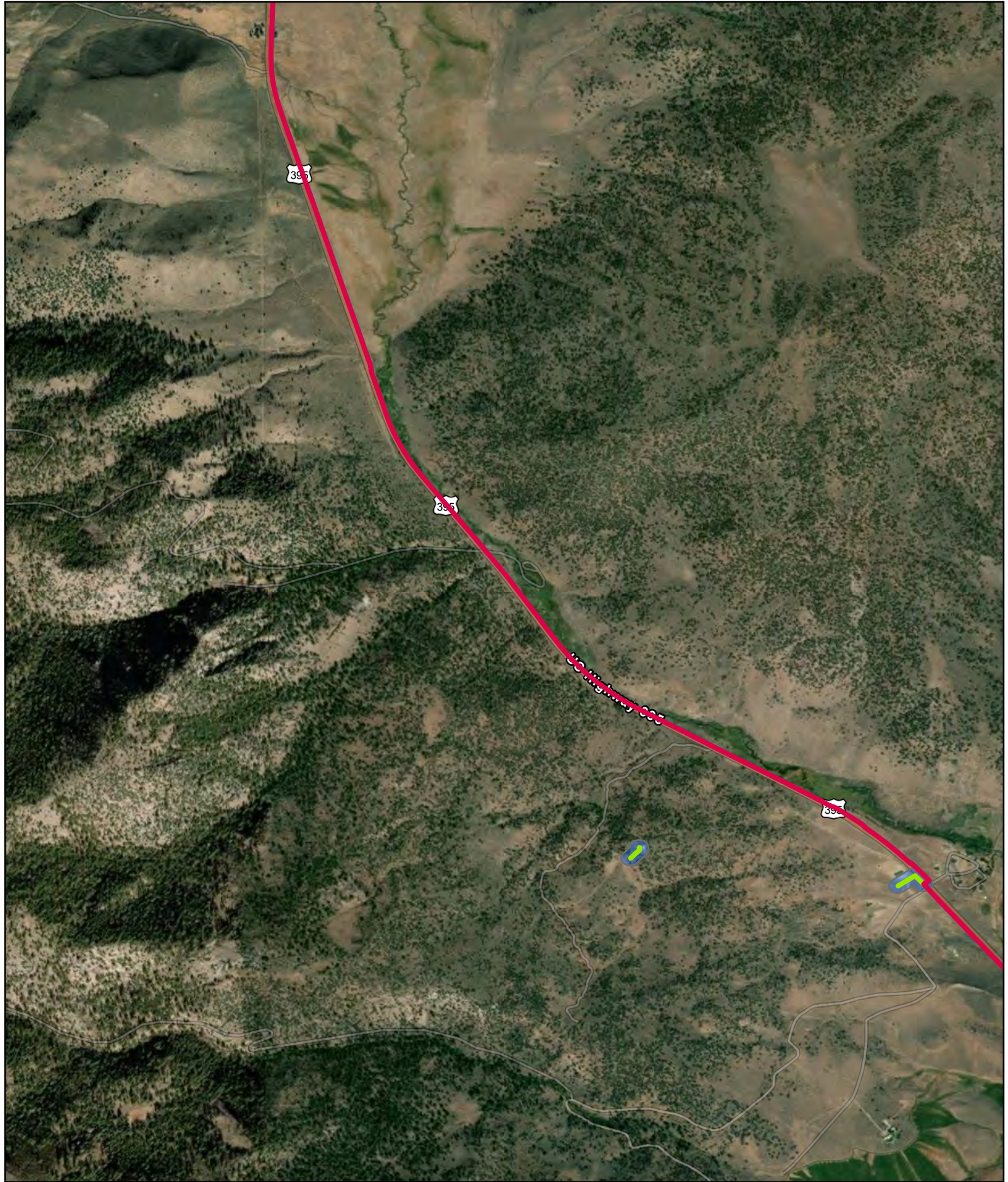
Mono County - Backbone

Date: 10/8/2024 Page 13 of 55

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-  Backbone Paths
-  MonoCountyROW

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California Broadband Cooperative

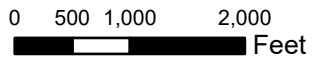
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Date: 10/8/2024 Page 14 of 55

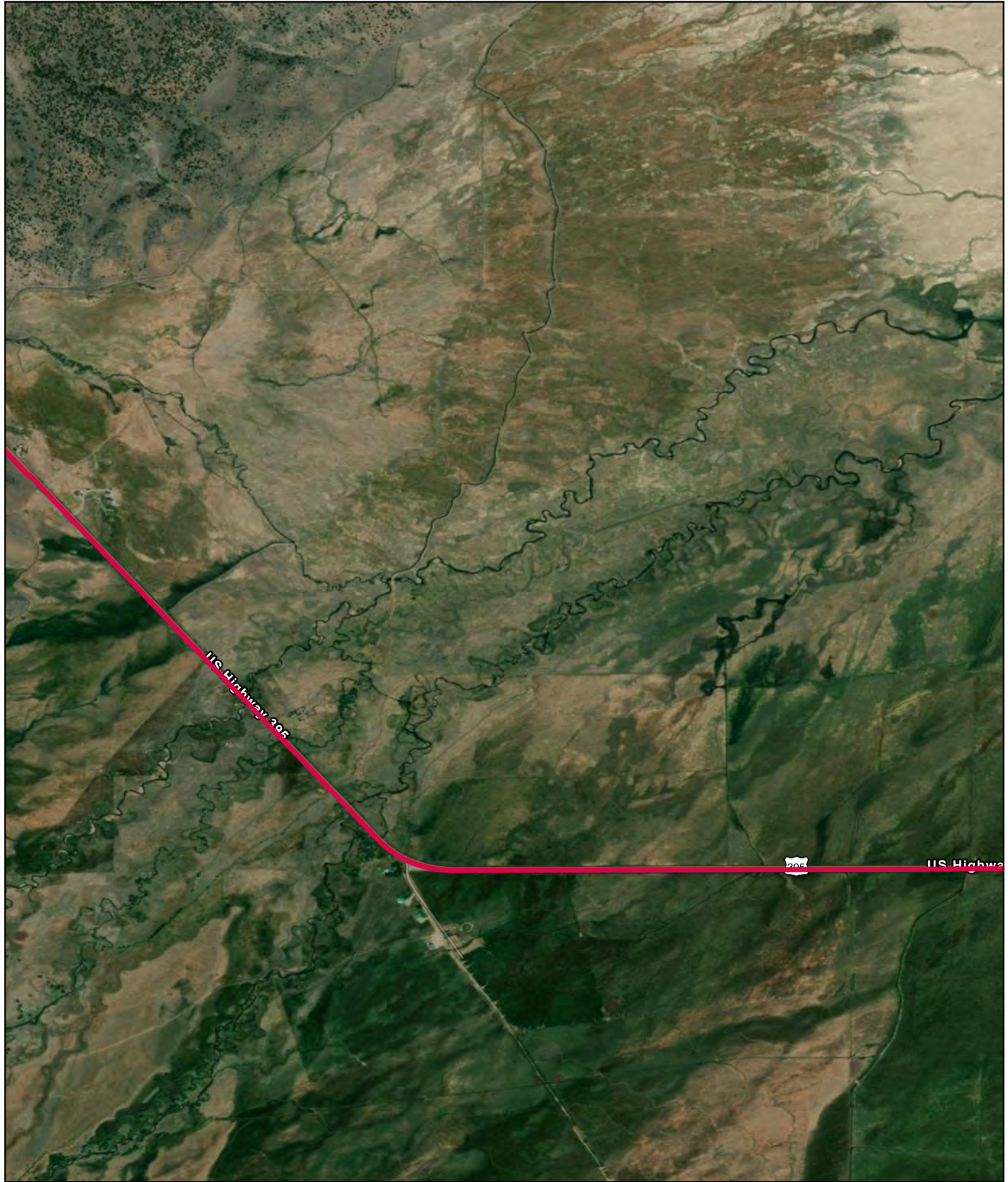
 Distribution Paths

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Mono County - Backbone

Date: 10/8/2024 Page 15 of 55

 Distribution Paths

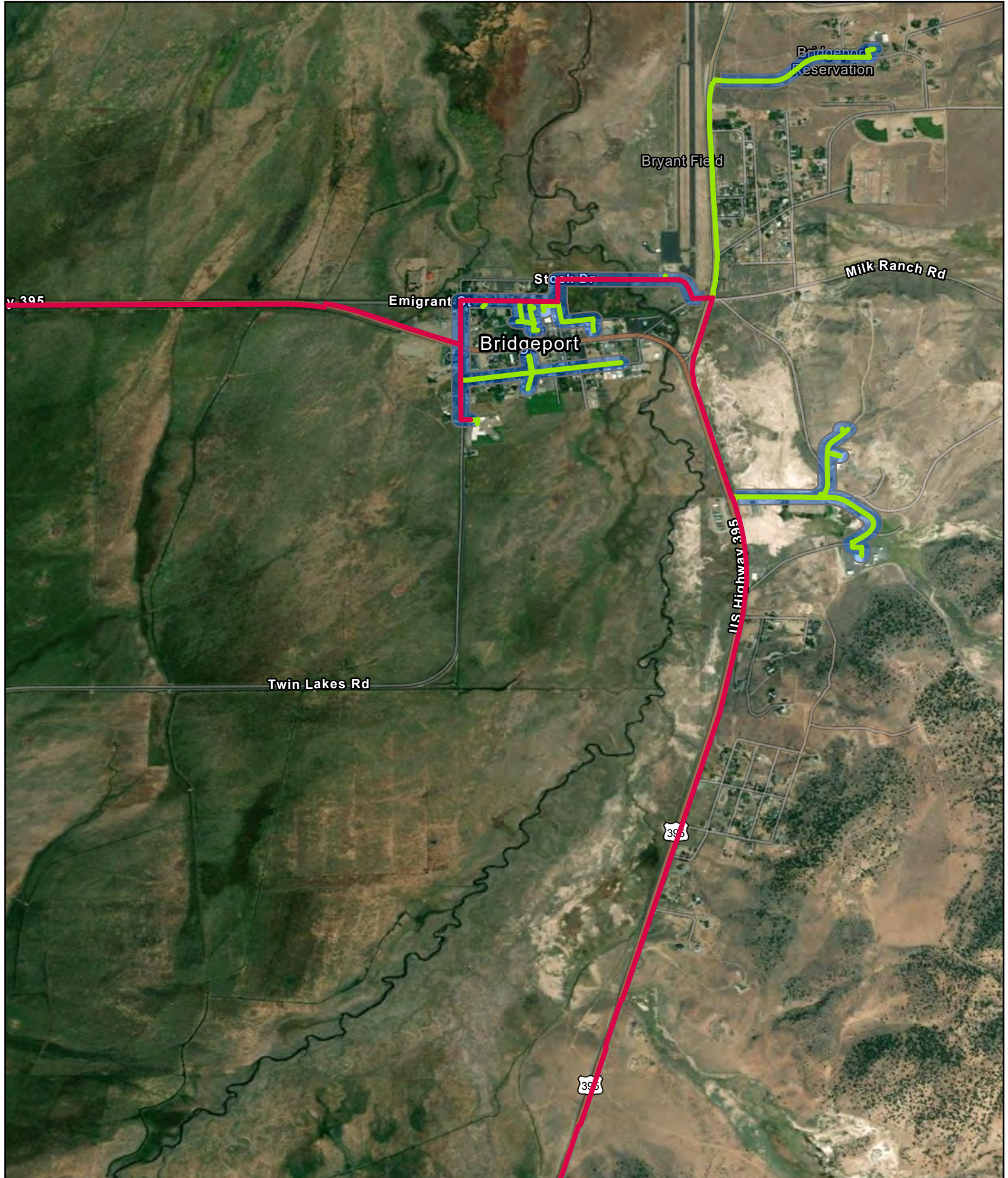
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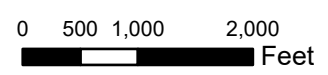
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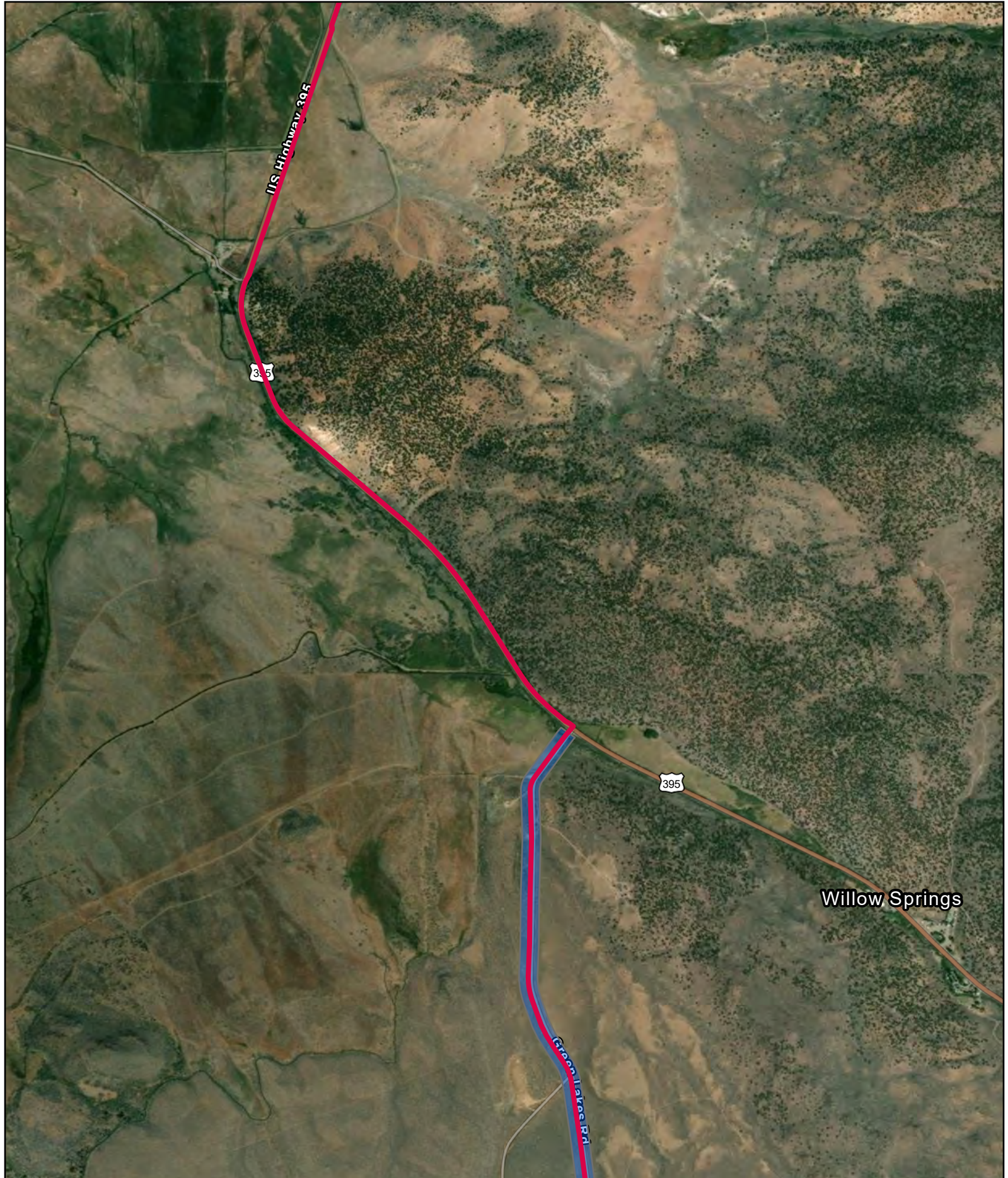





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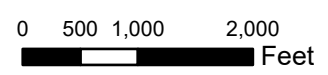


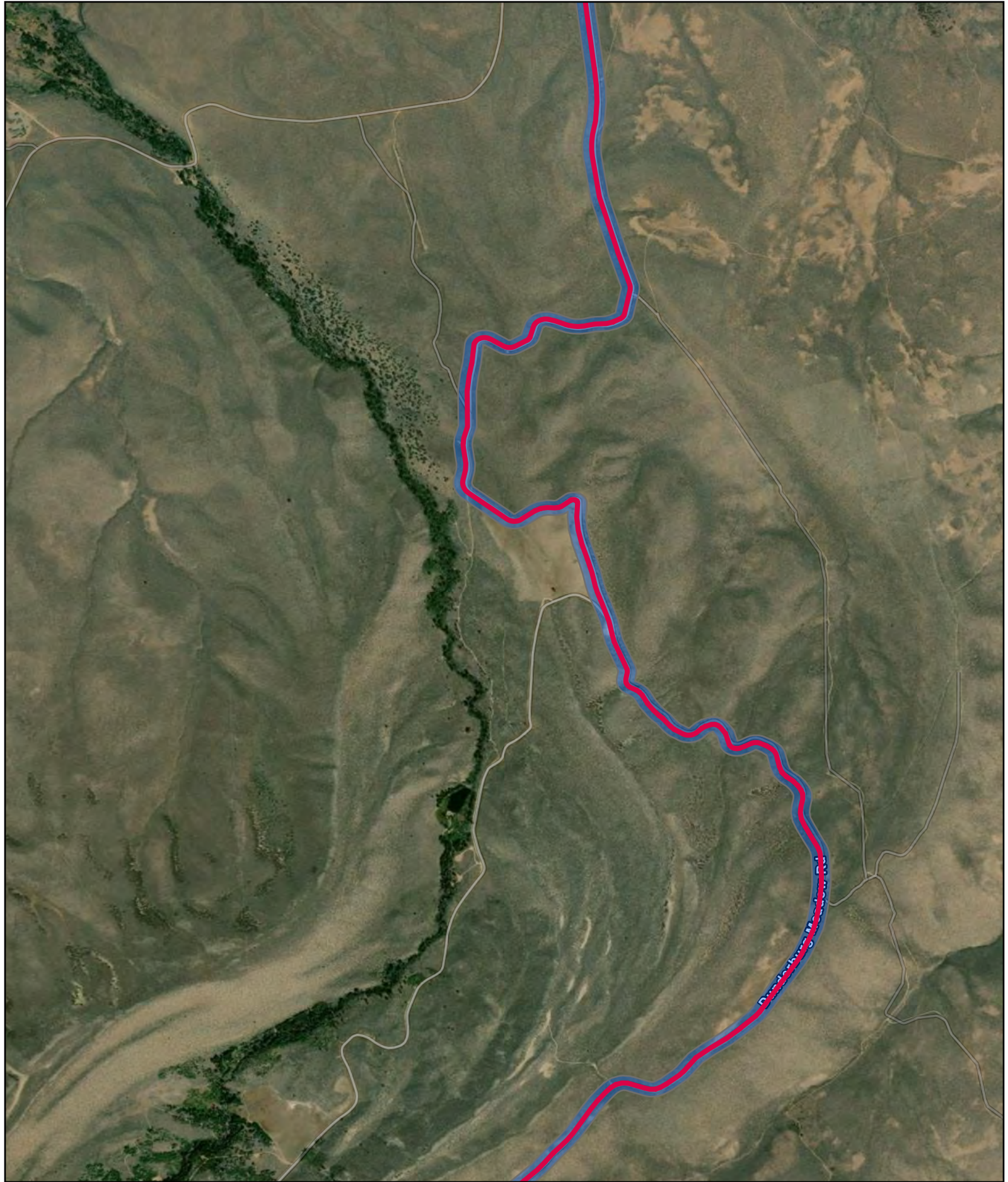
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Mono County - Backbone

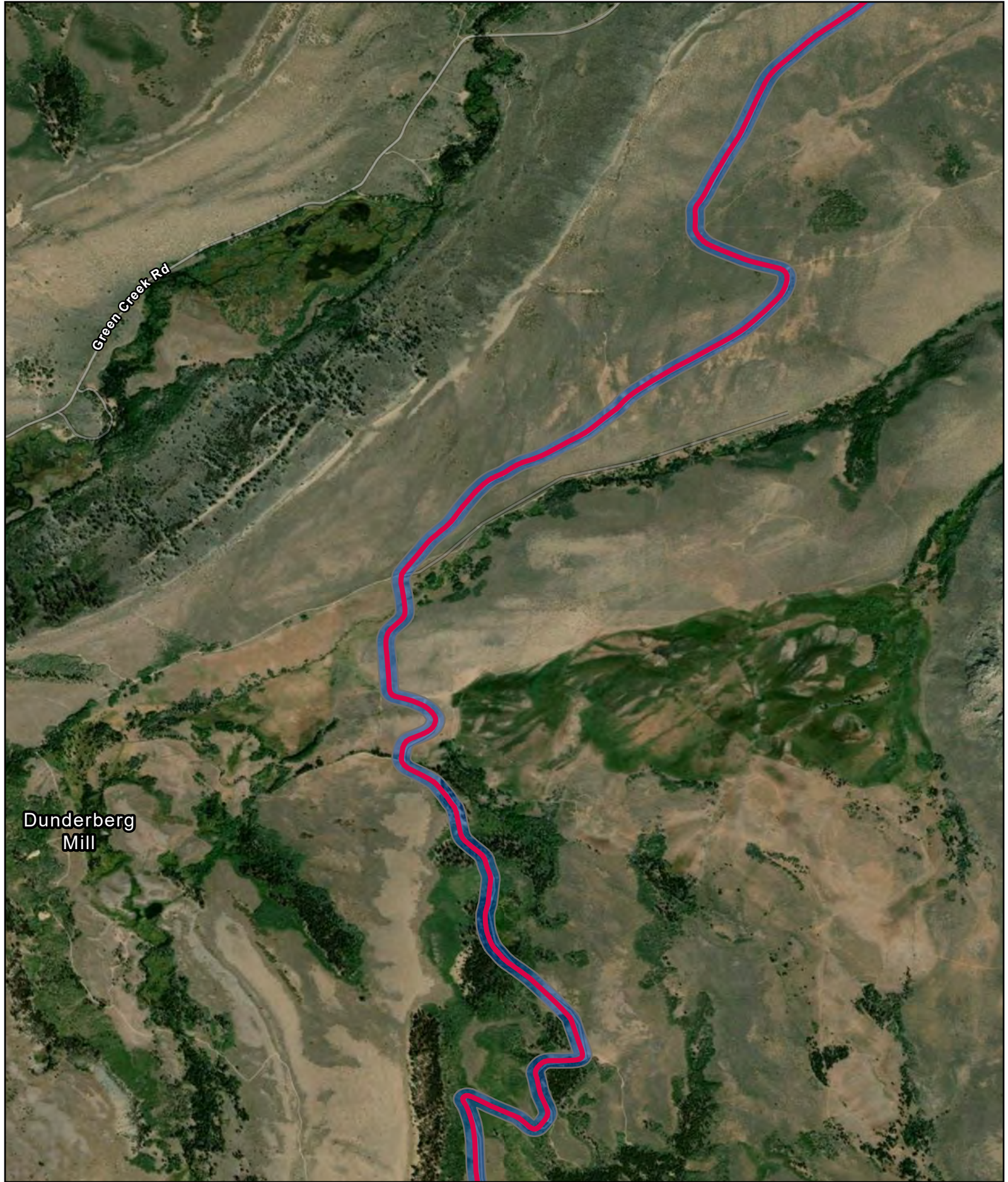
Date: 10/8/2024 Page 18 of 55

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-  Backbone Paths
-  MonoCountyROW

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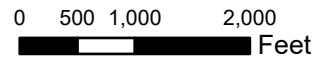
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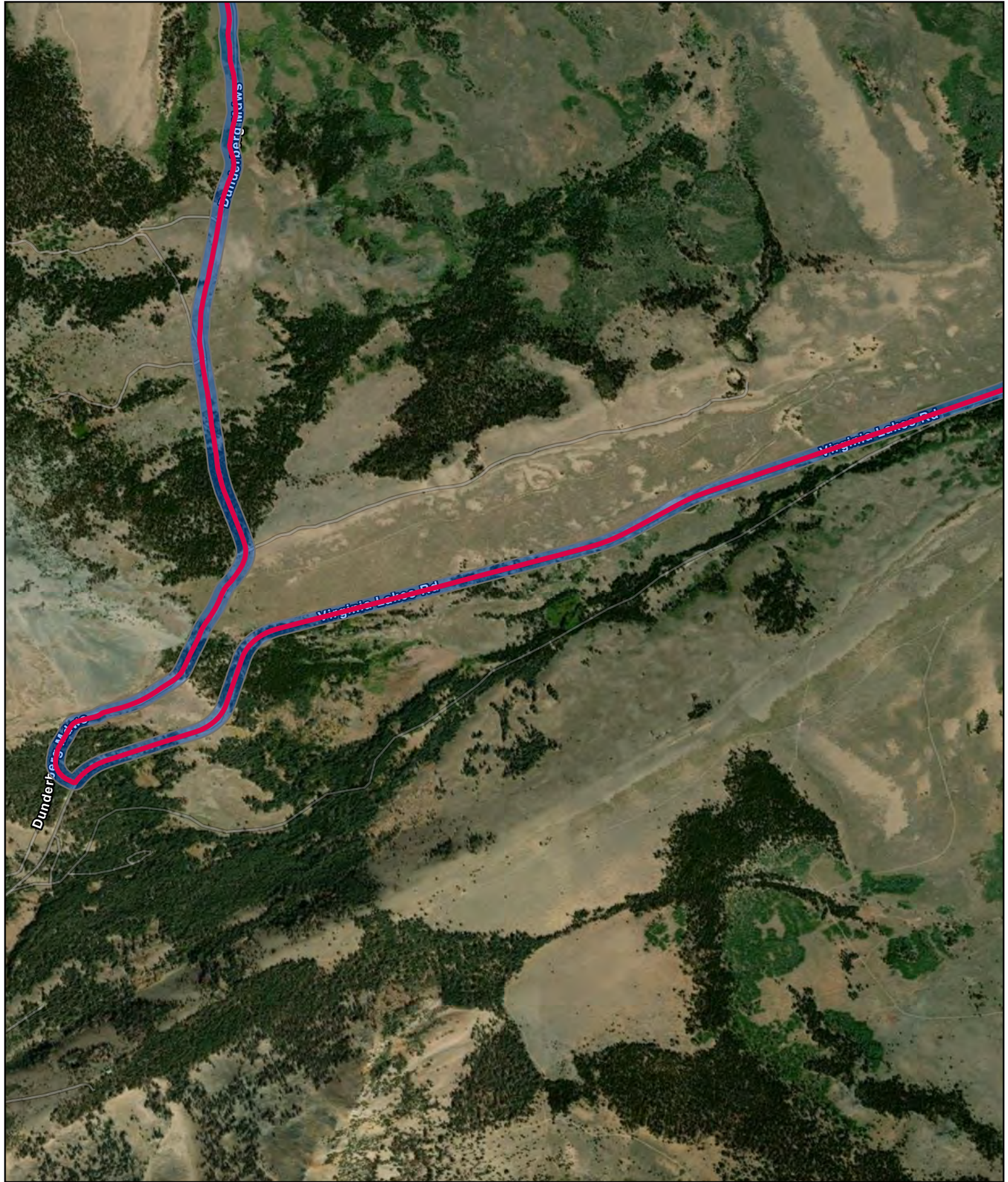
Date: 10/8/2024 Page 19 of 55



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-  Backbone Paths
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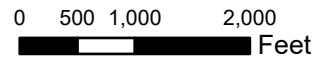
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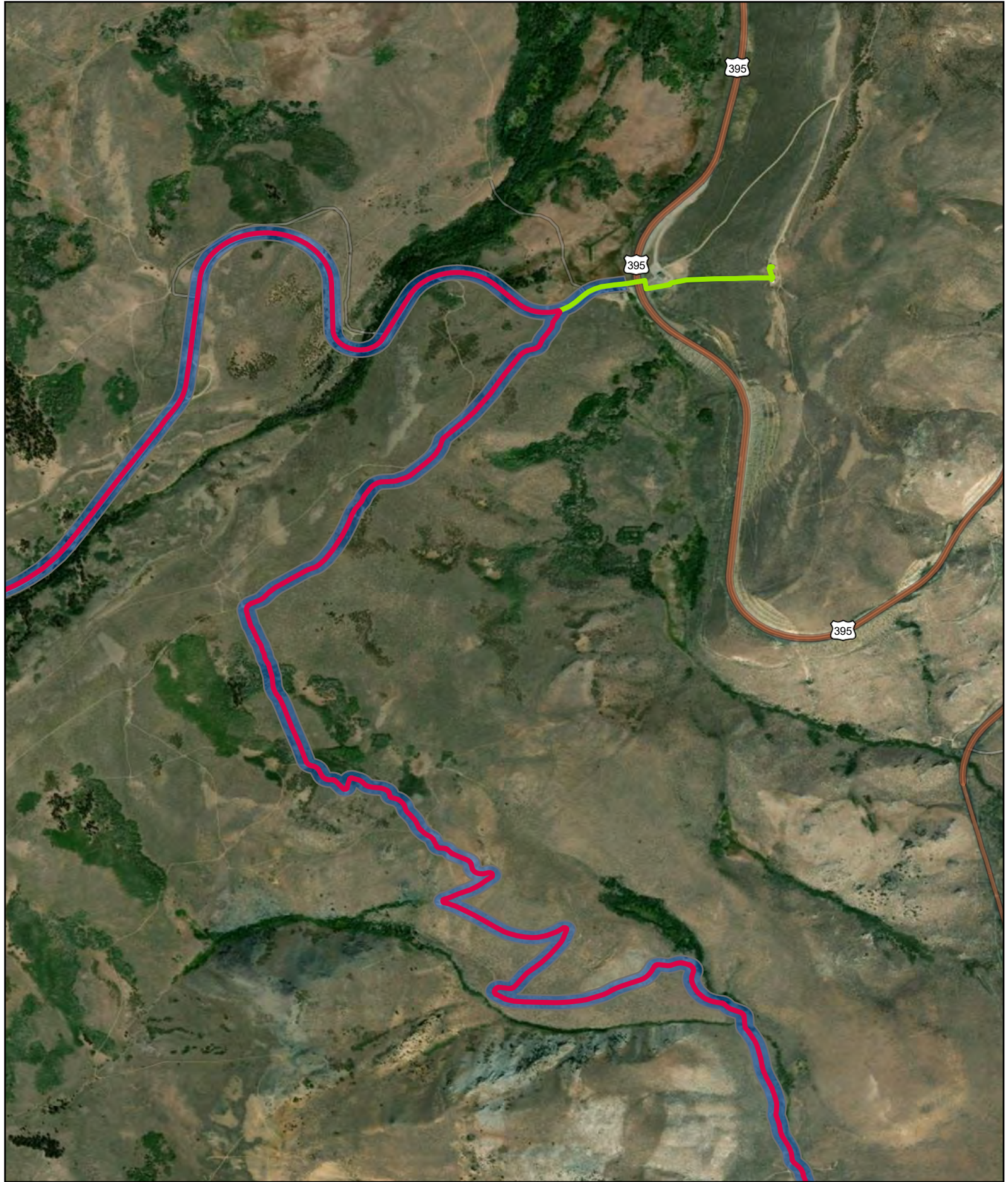
Date: 10/8/2024 Page 20 of 55



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-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW








California Broadband Cooperative

Mono County - Backbone

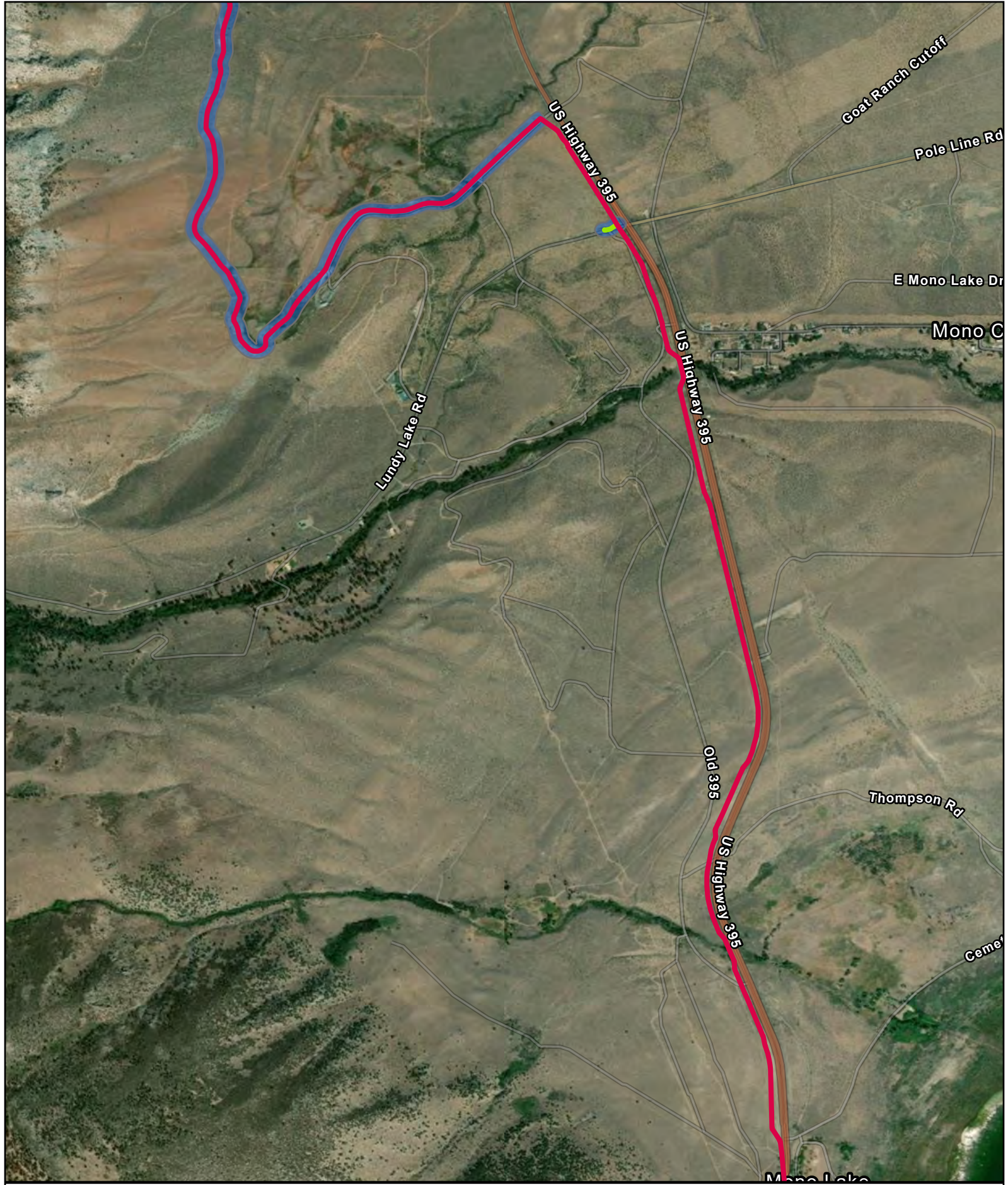
Date: 10/8/2024 Page 21 of 55




-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

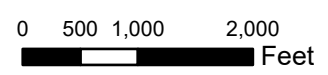
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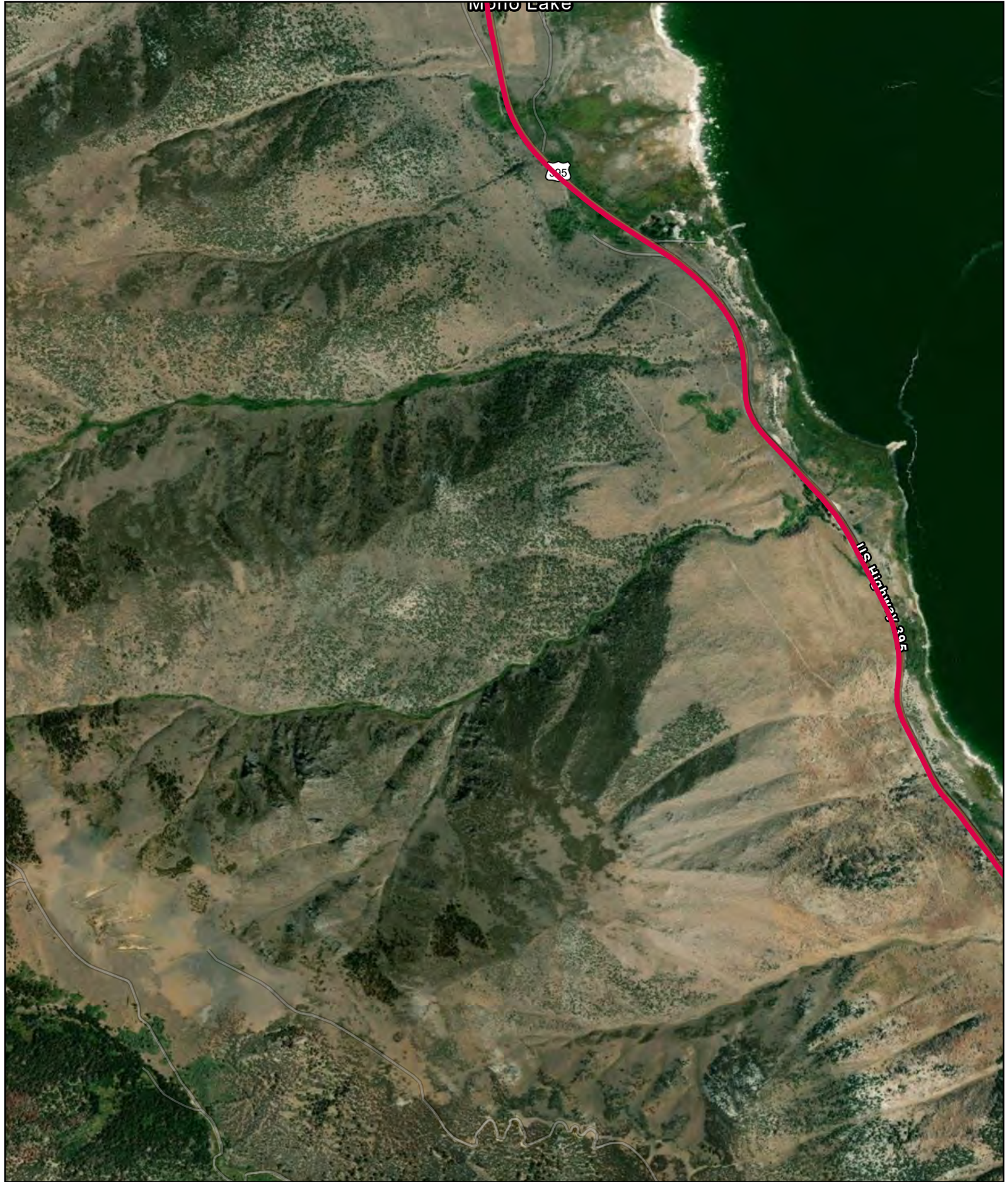


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-  Distribution Paths
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California Broadband Cooperative


Mono County - Backbone

Date: 10/8/2024 Page 23 of 55

 Distribution Paths

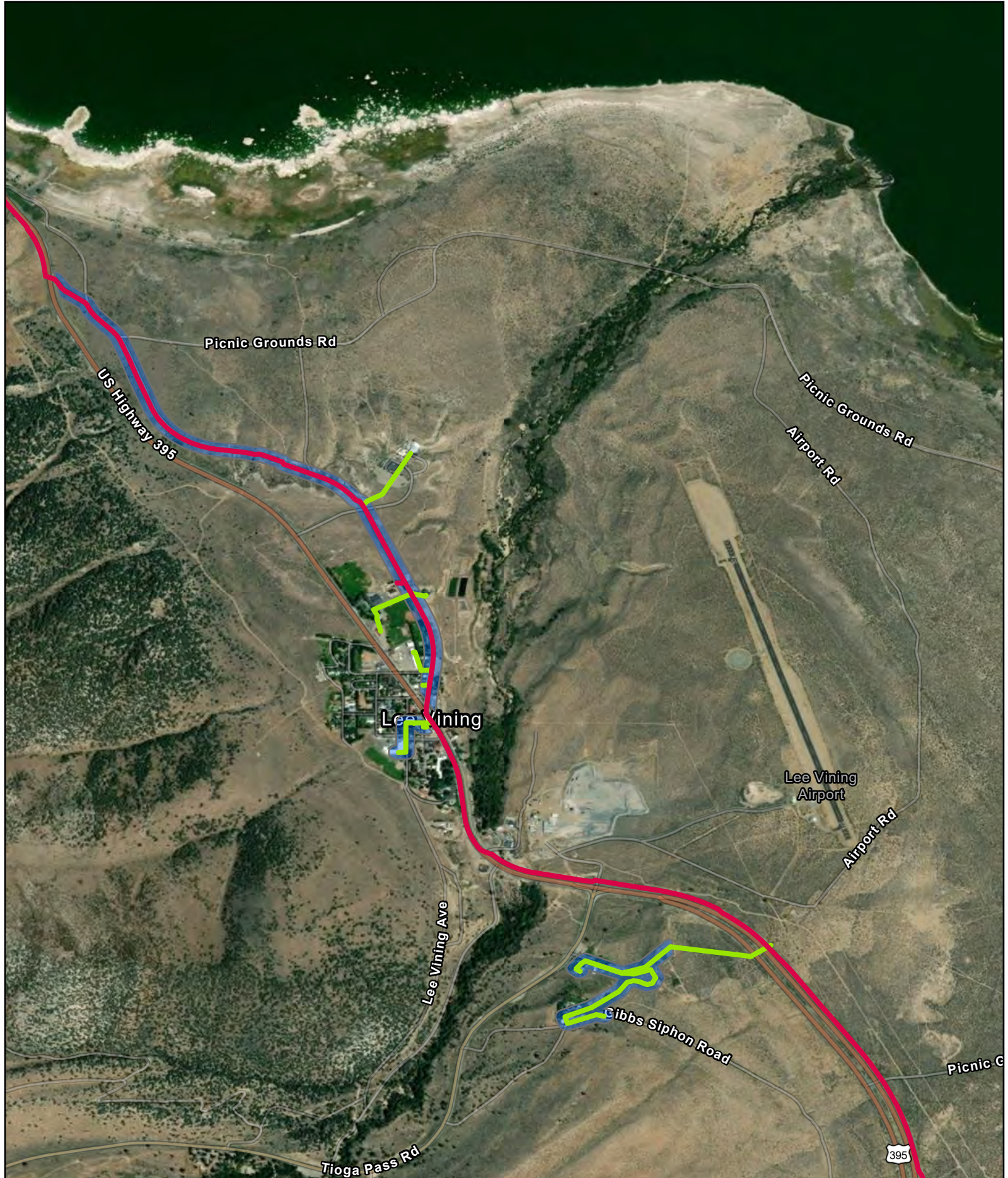
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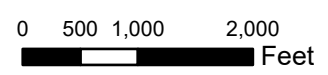
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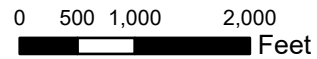


California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 25 of 55

-  Distribution Paths
-  Backbone Paths
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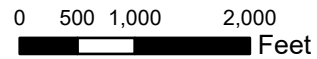


California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 26 of 55




-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW





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Mono County - Backbone
Date: 10/8/2024 Page 27 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

0 500 1,000 2,000
Feet








California Broadband Cooperative

Mono County - Backbone

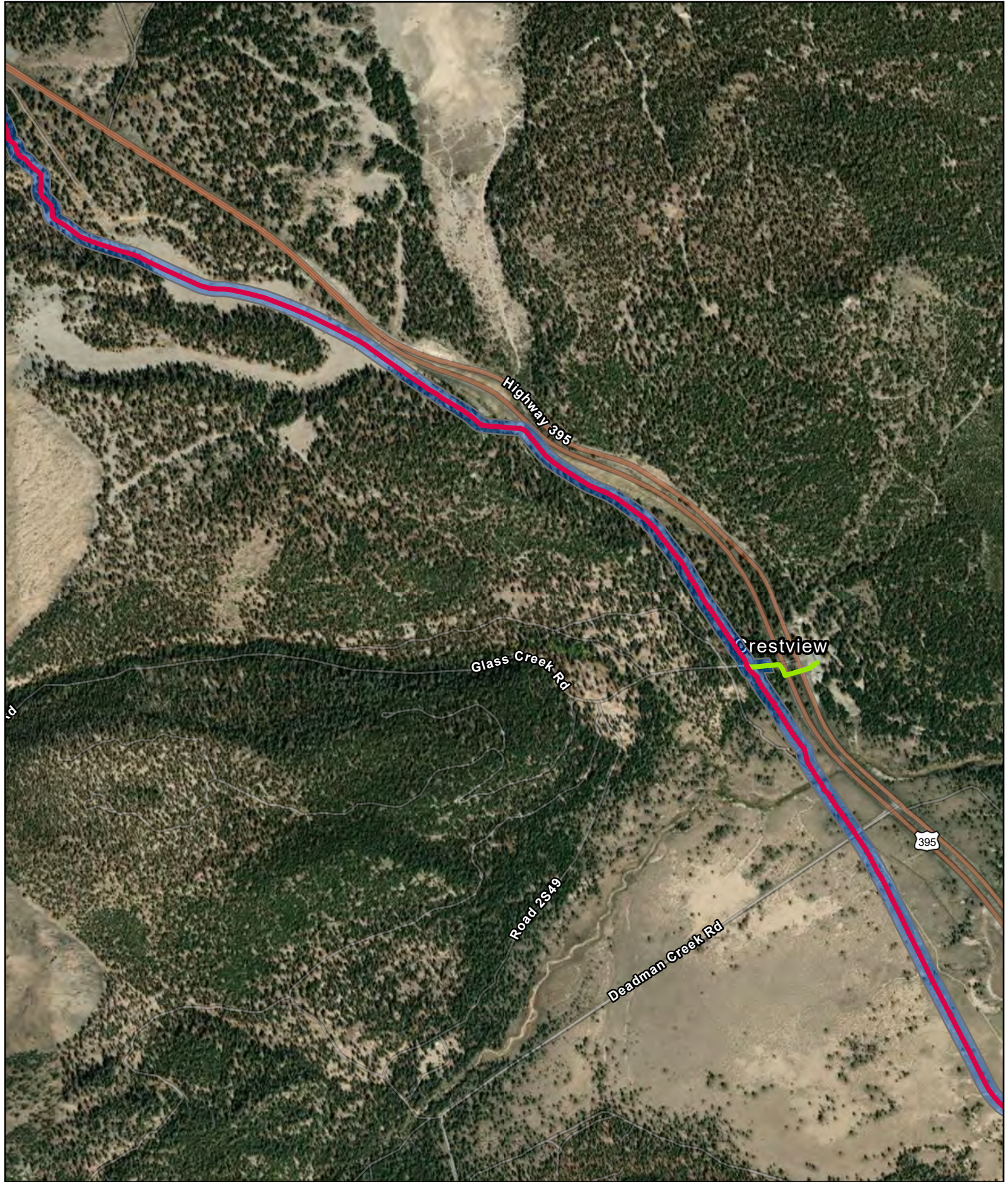
Date: 10/8/2024 Page 28 of 55

-  Distribution Paths
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-  MonoCountyROW

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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 29 of 55

-  Distribution Paths
-  Backbone Paths
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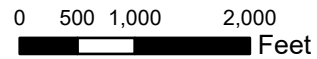


California Broadband Cooperative

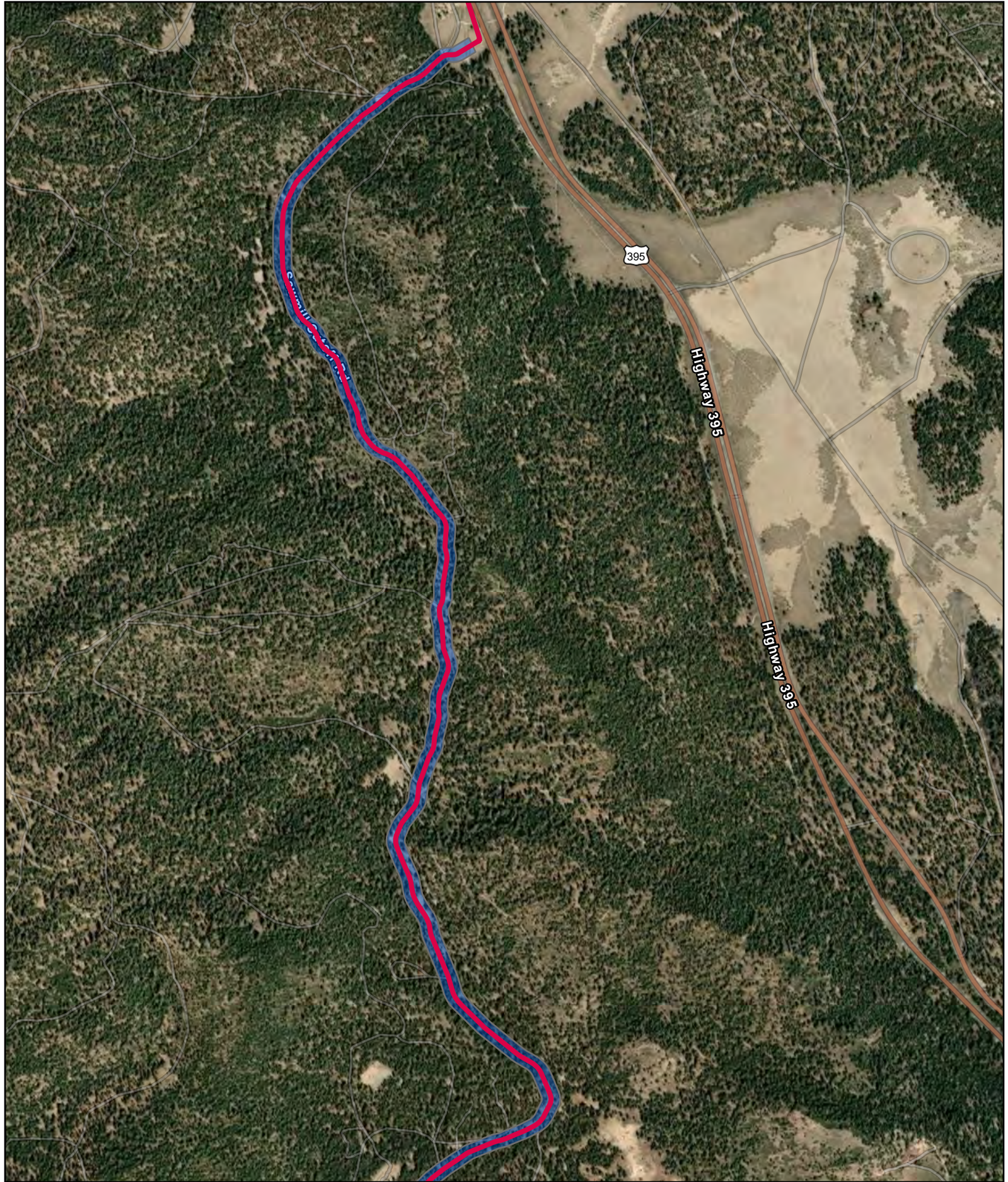
Mono County - Backbone

Date: 10/8/2024 Page 30 of 55

-  Distribution Paths
-  Backbone Paths
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Mono County - Backbone

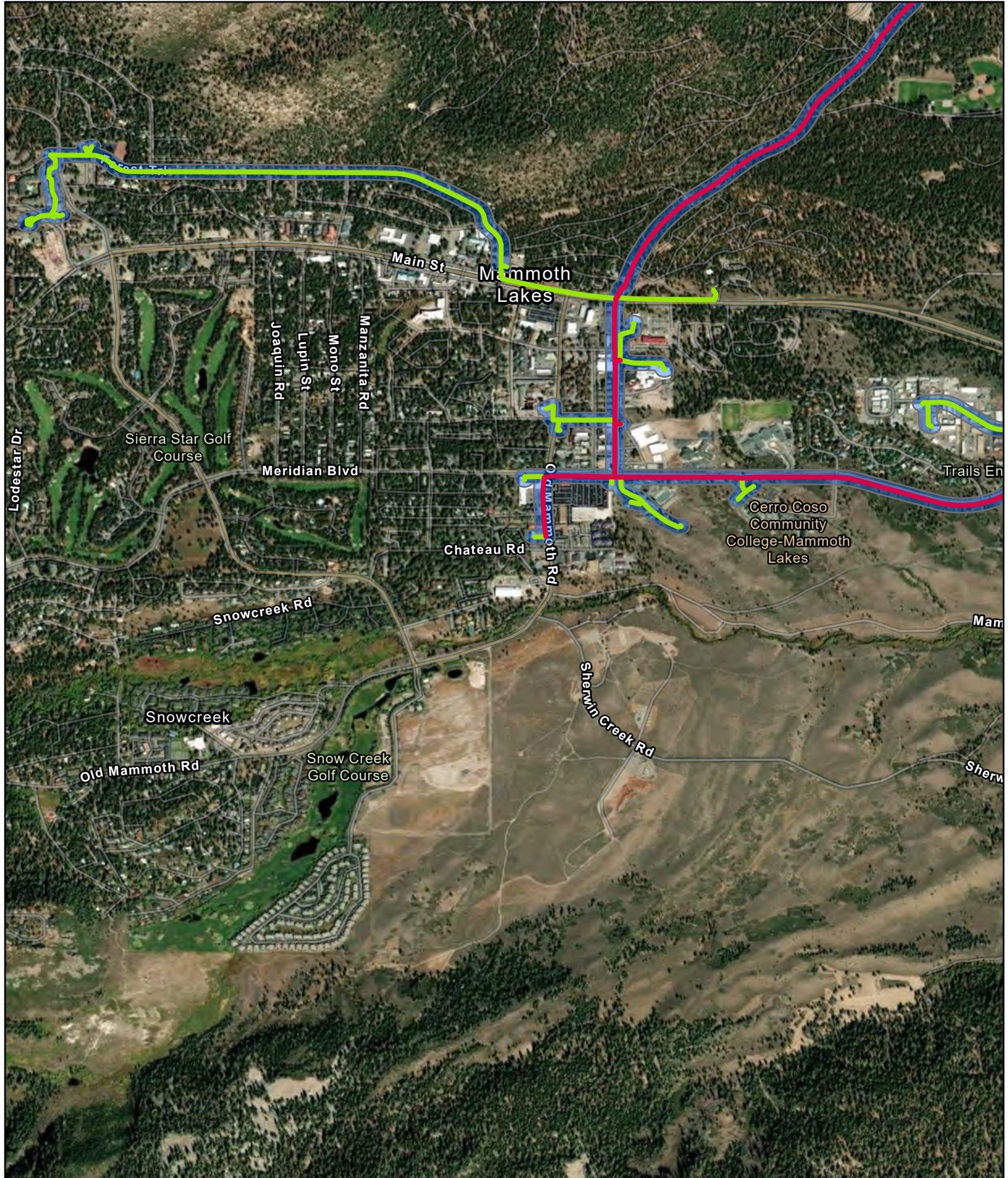
Date: 10/8/2024 Page 31 of 55




-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

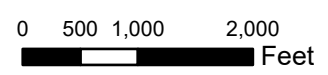
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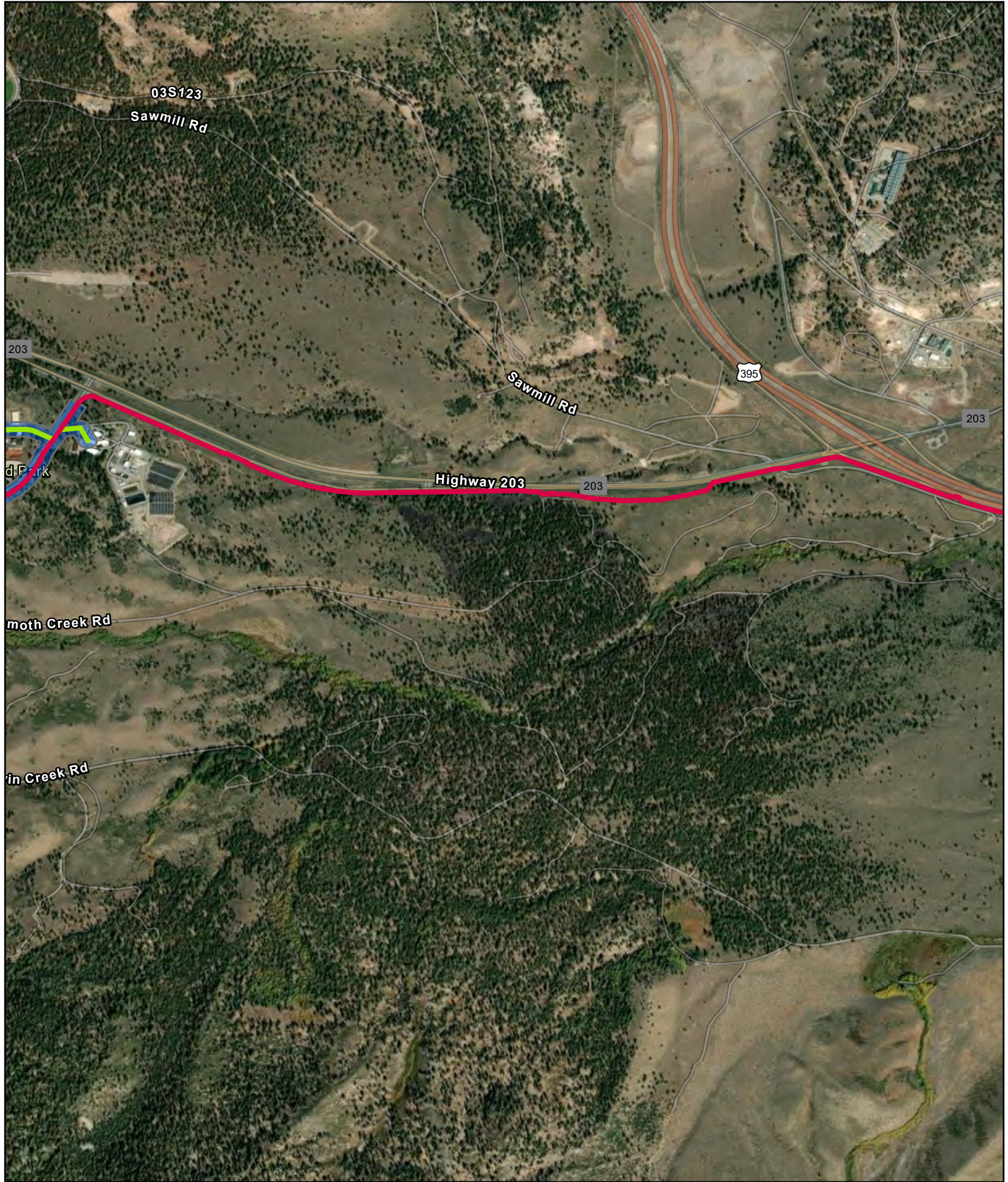





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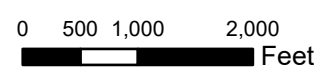


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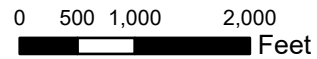


California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 34 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW





California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 35 of 55

— Distribution Paths

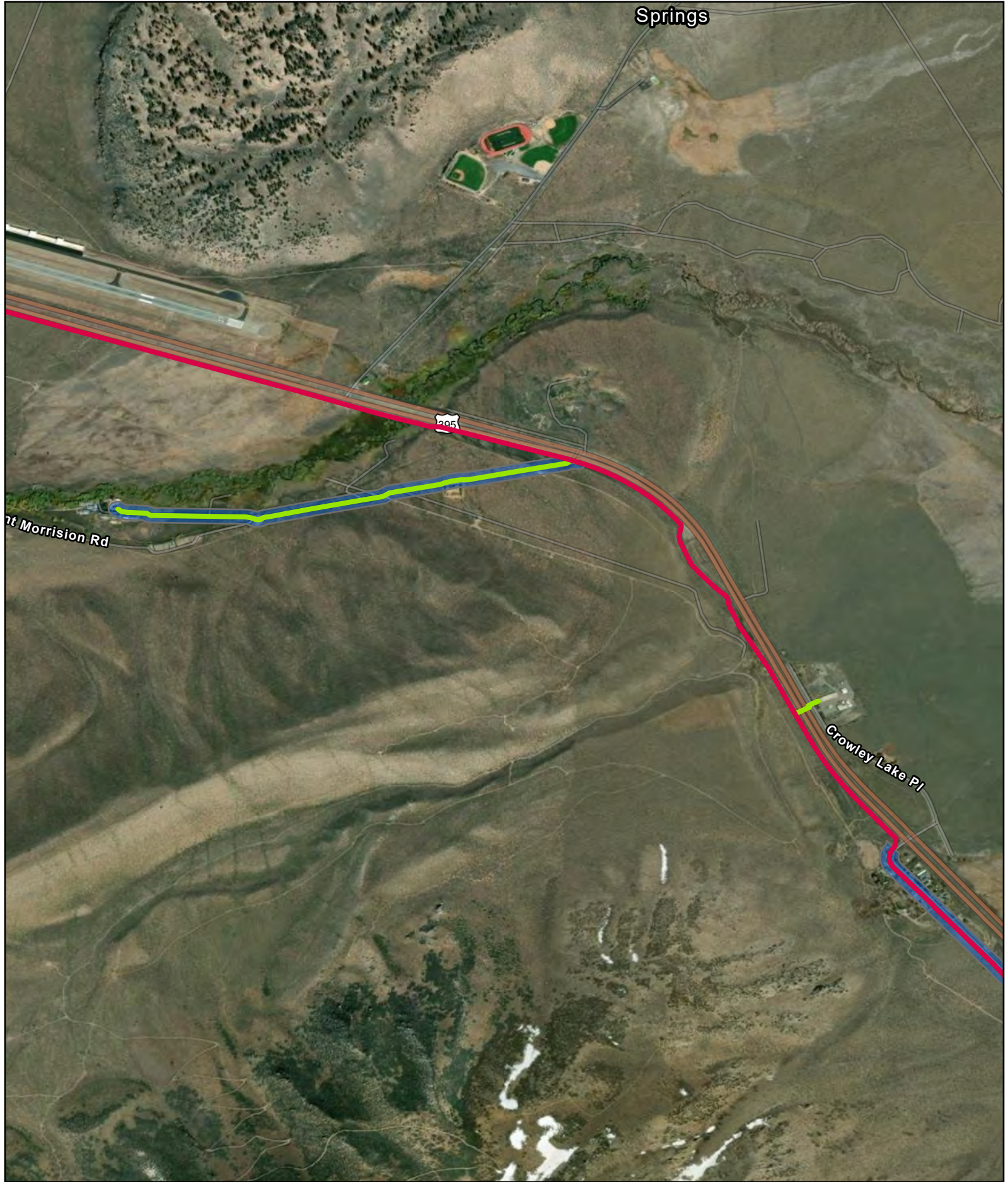
— Backbone Paths

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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 36 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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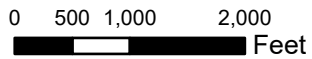


California Broadband Cooperative

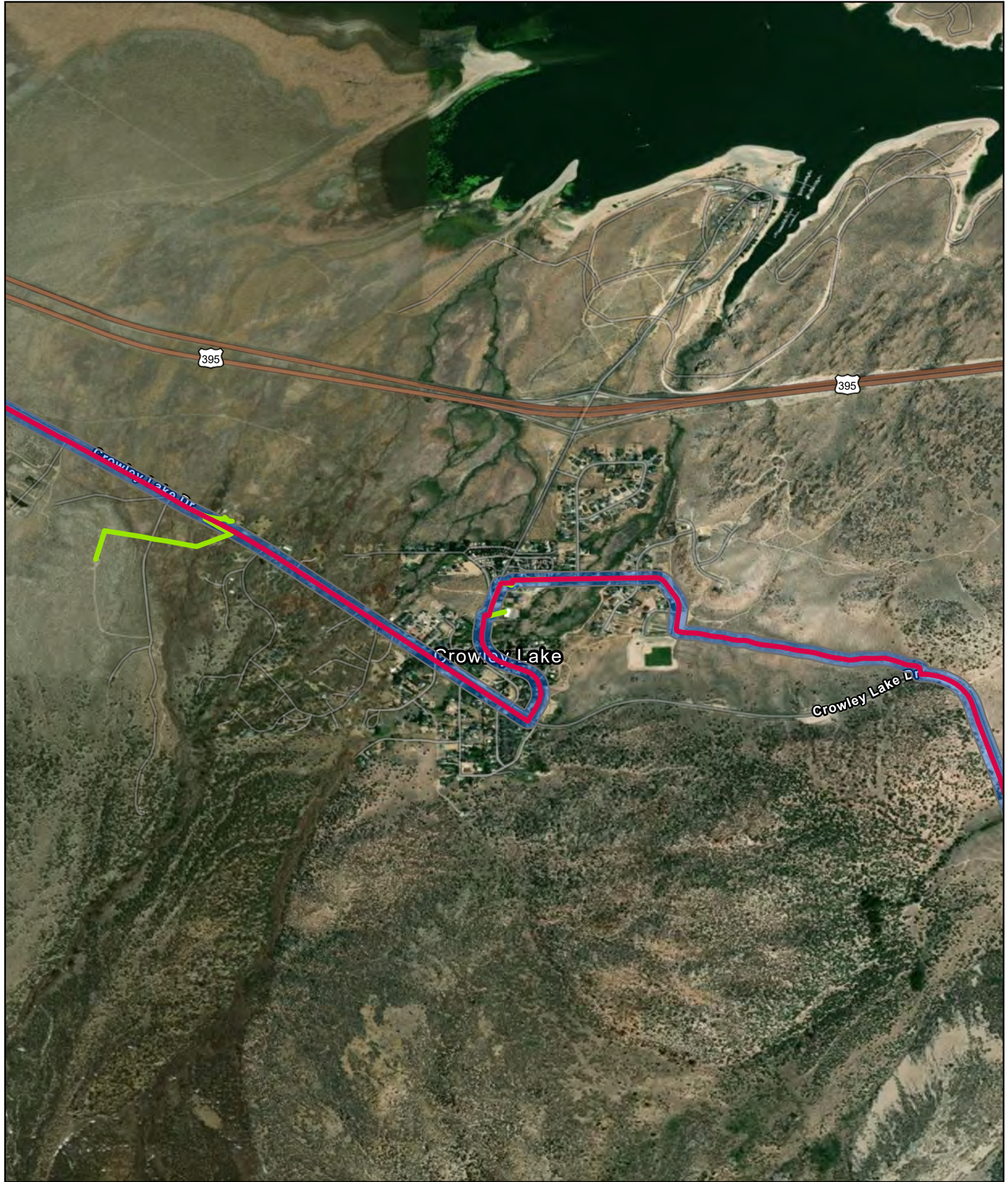
Mono County - Backbone

Date: 10/8/2024 Page 37 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW






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California Broadband Cooperative

Mono County - Backbone

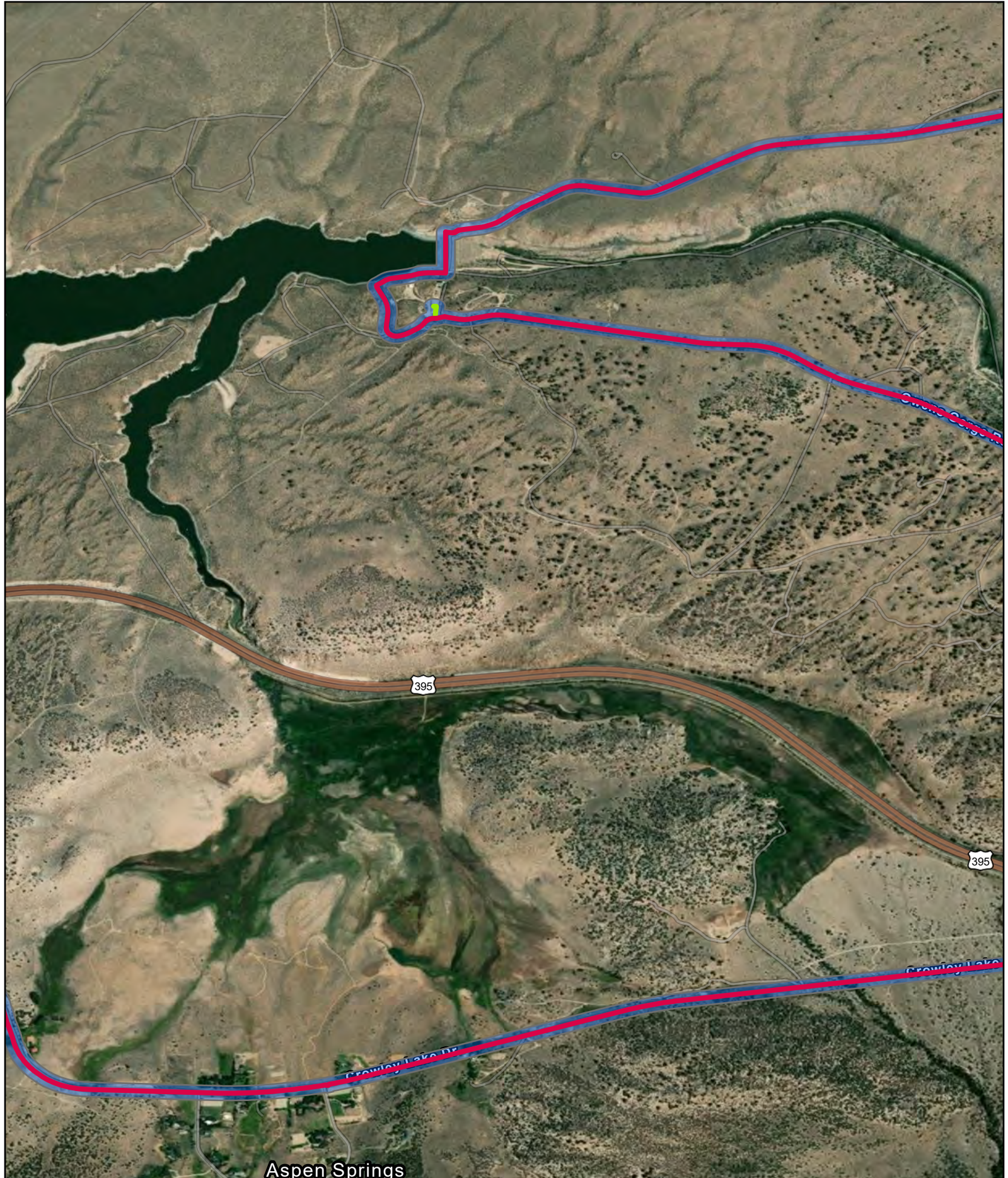
Date: 10/8/2024 Page 38 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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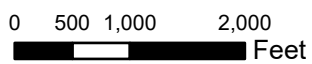
Aspen Springs

California Broadband Cooperative

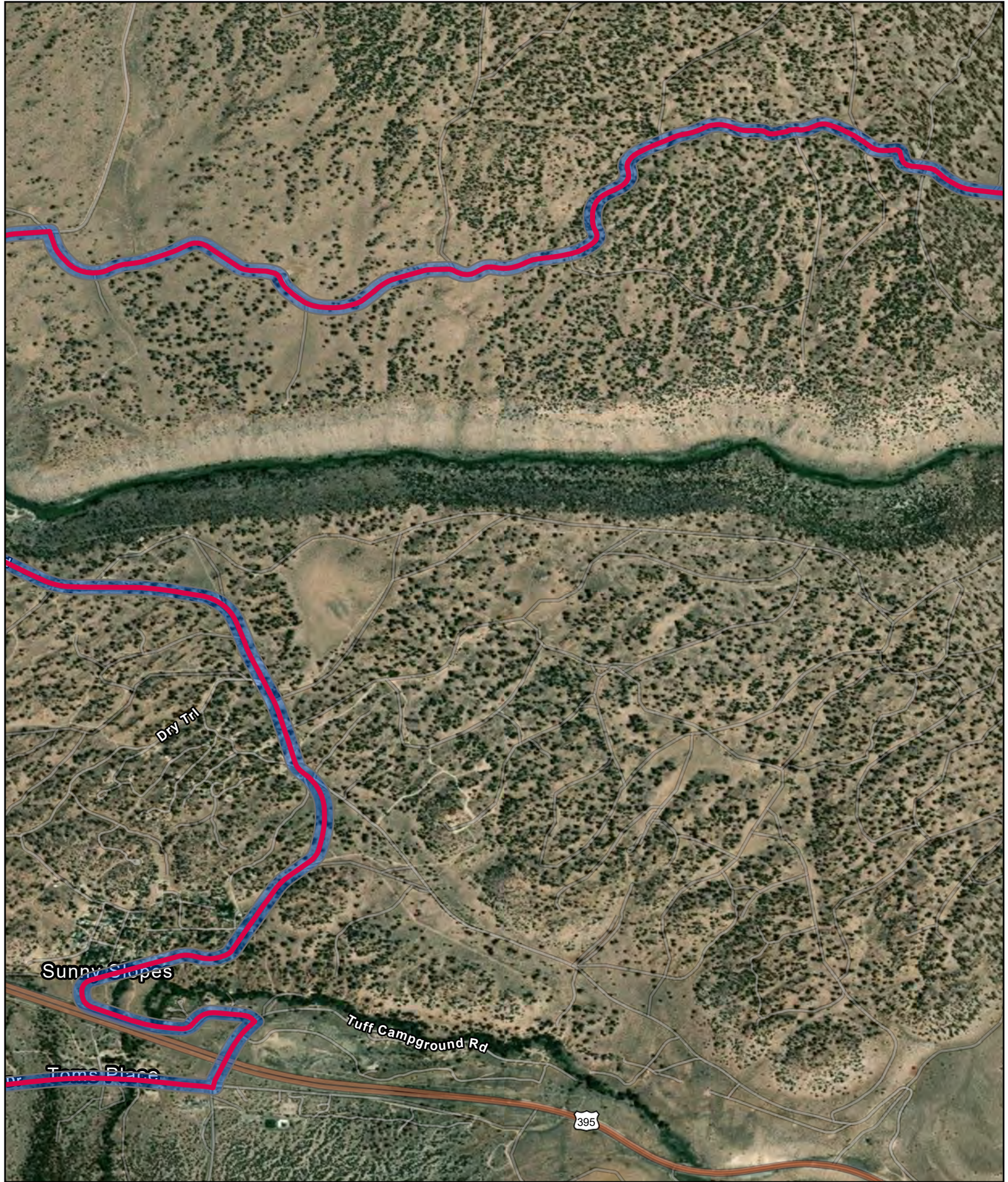
Mono County - Backbone

Date: 10/8/2024 Page 39 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW



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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 40 of 55

— Distribution Paths

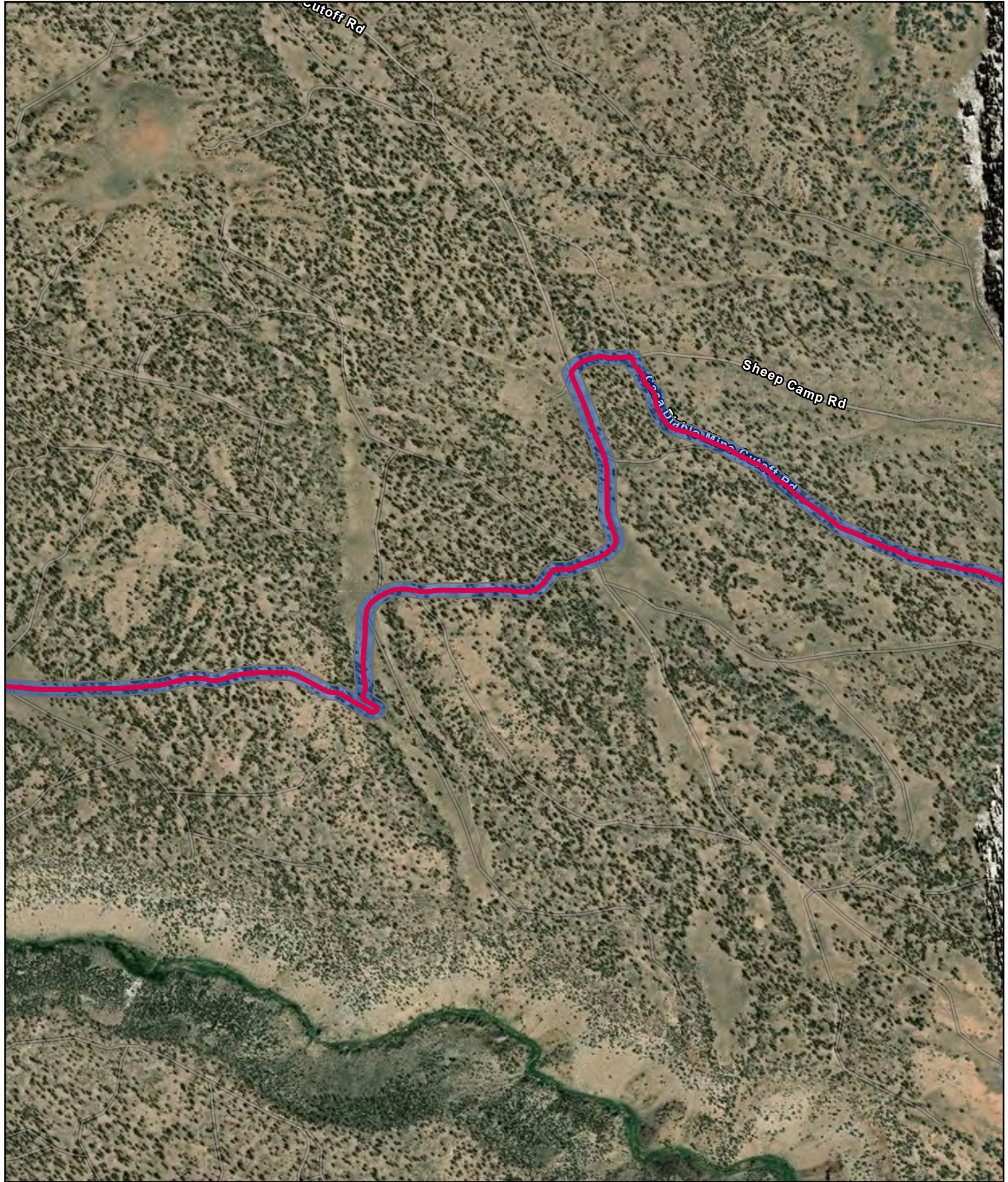
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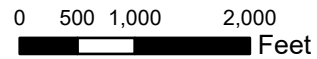


California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 41 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW








California Broadband Cooperative

Mono County - Backbone

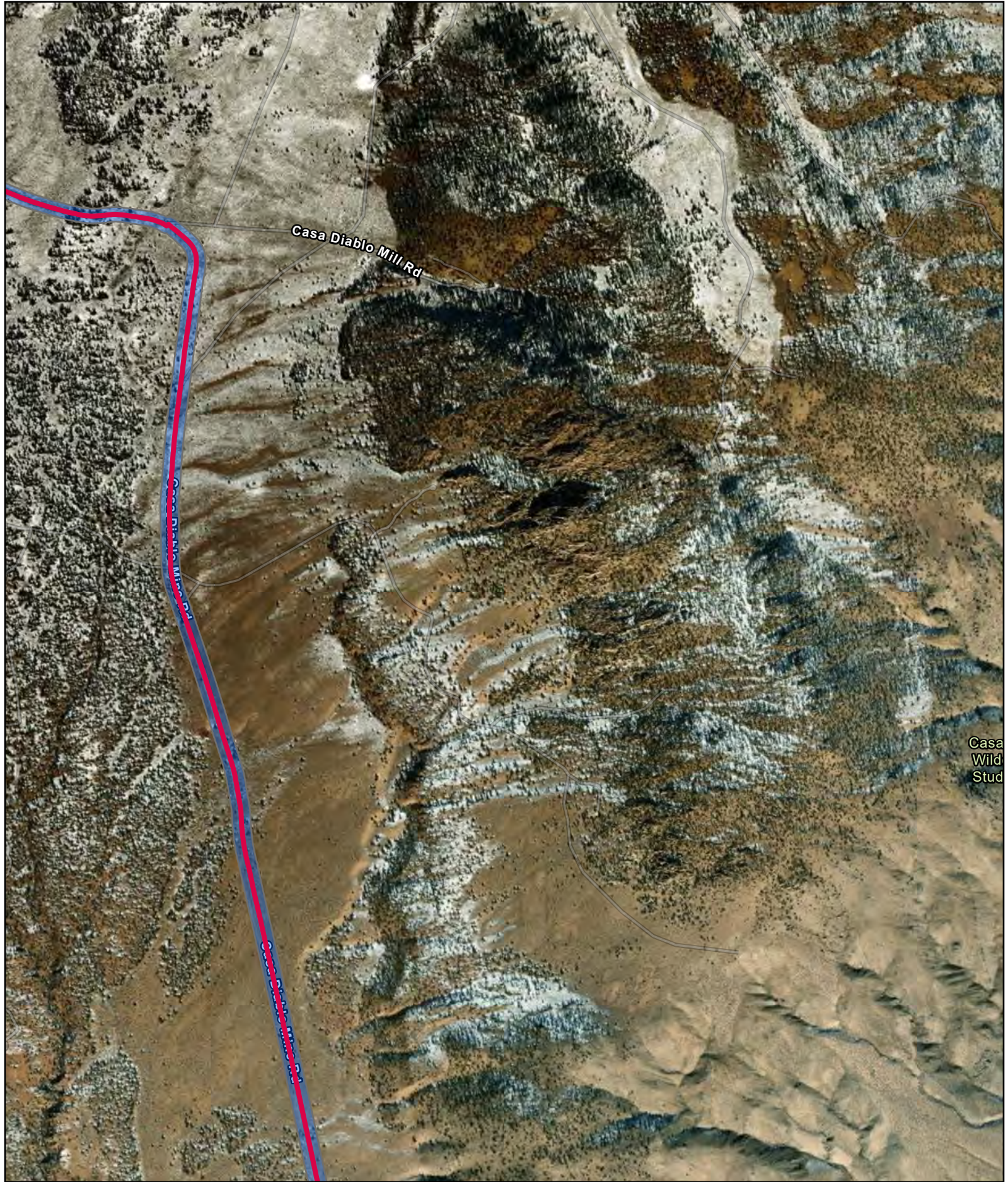
Date: 10/8/2024 Page 42 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 43 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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Mono County - Backbone

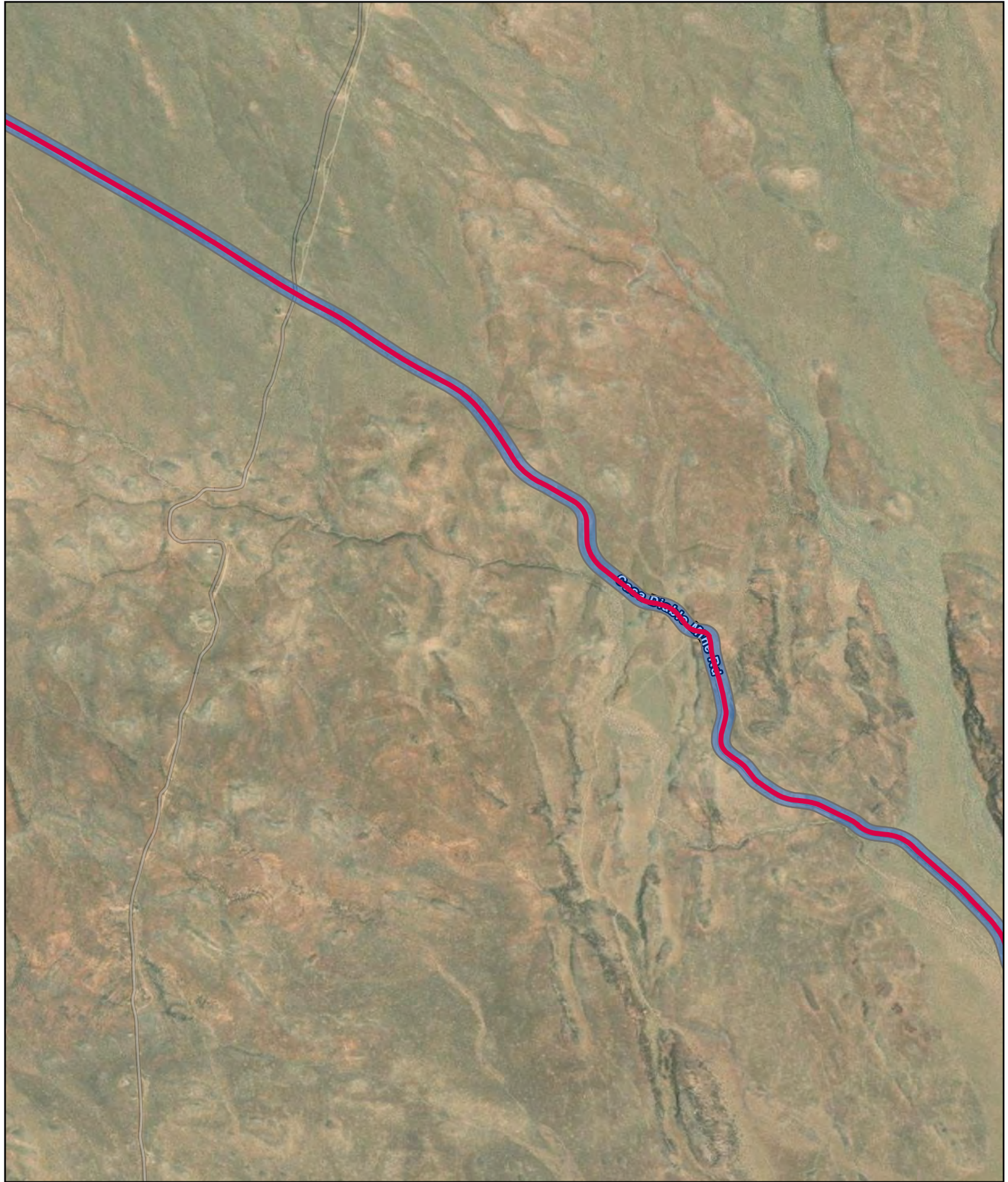
Date: 10/8/2024 Page 44 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 45 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

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Fish Slough
Wilderness
Study Area

California Broadband Cooperative

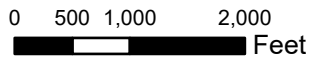
Mono County - Backbone

Date: 10/8/2024 Page 46 of 55

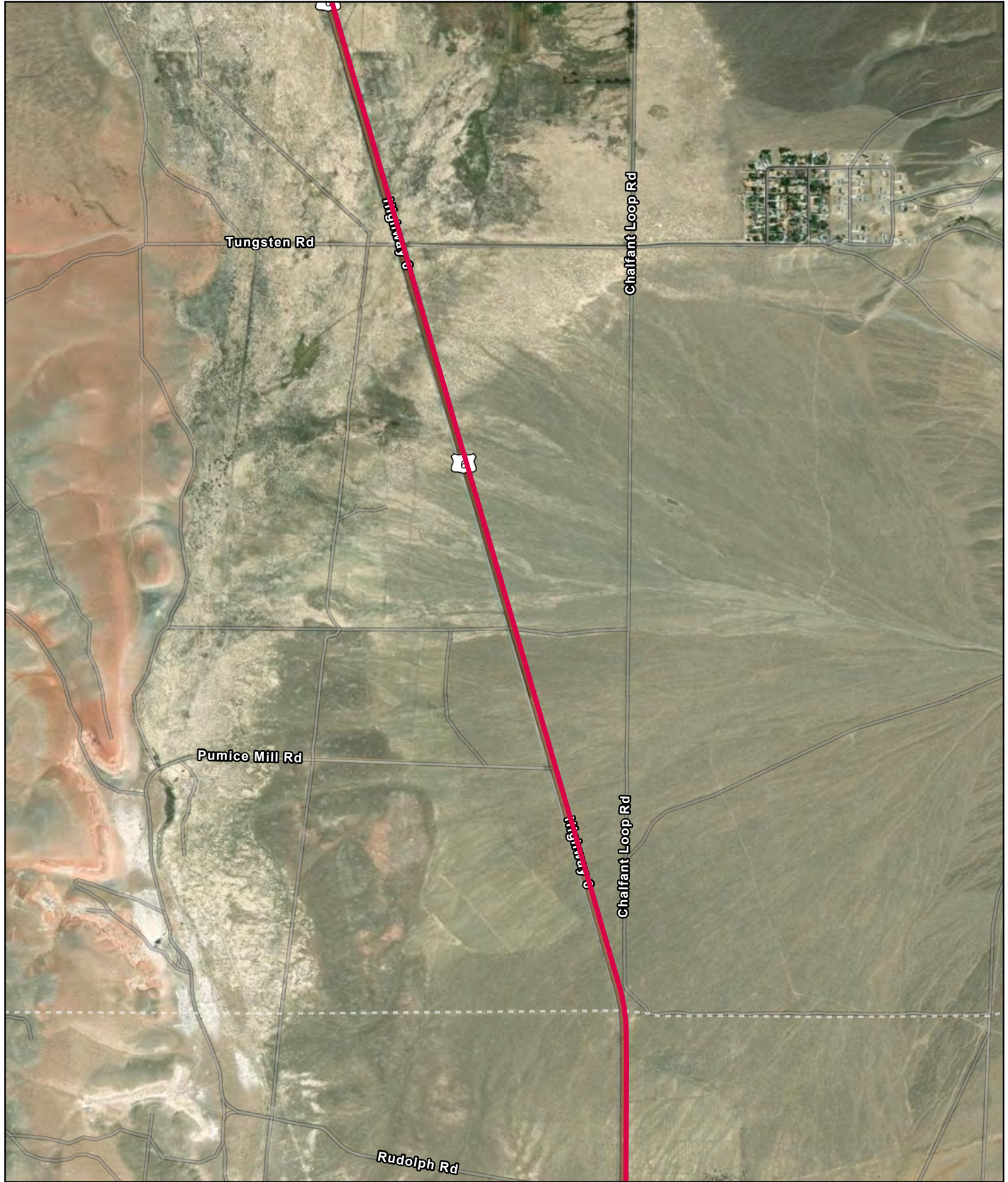
 Distribution Paths

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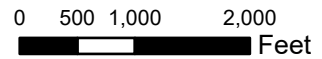


California Broadband Cooperative

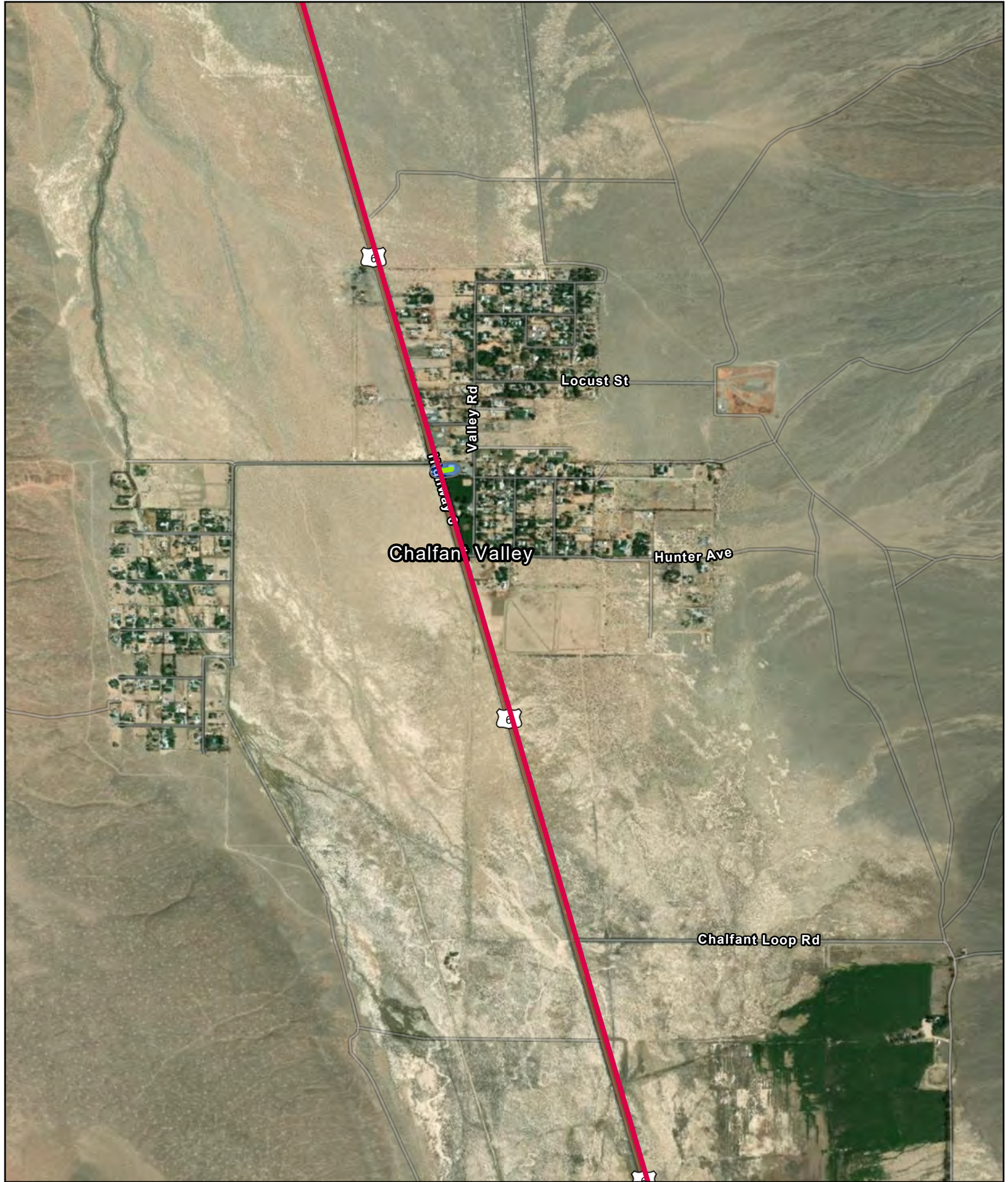
Mono County - Backbone

Date: 10/8/2024 Page 47 of 55

-  Distribution Paths
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-  MonoCountyROW






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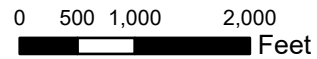


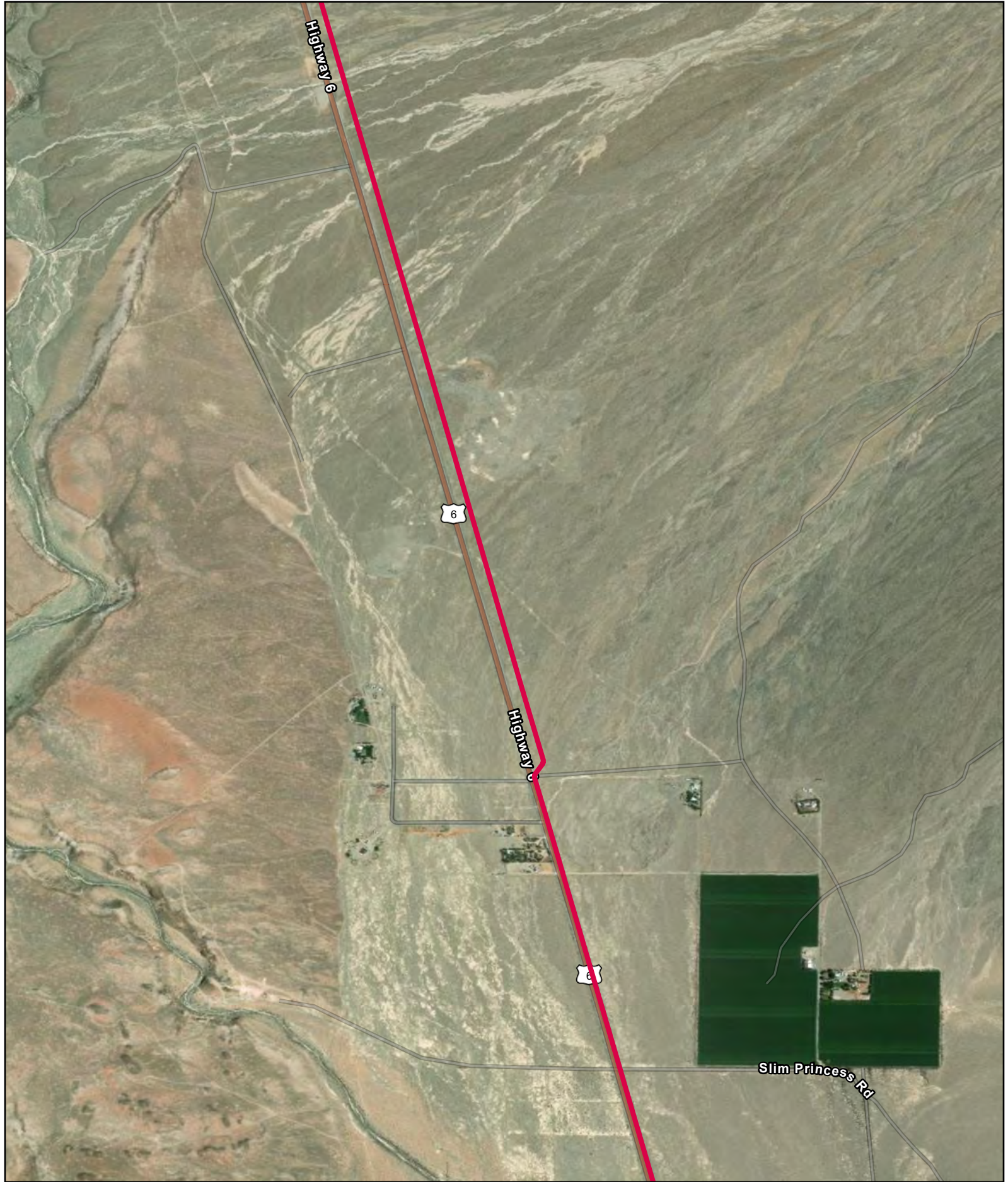
California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 48 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW





California Broadband Cooperative

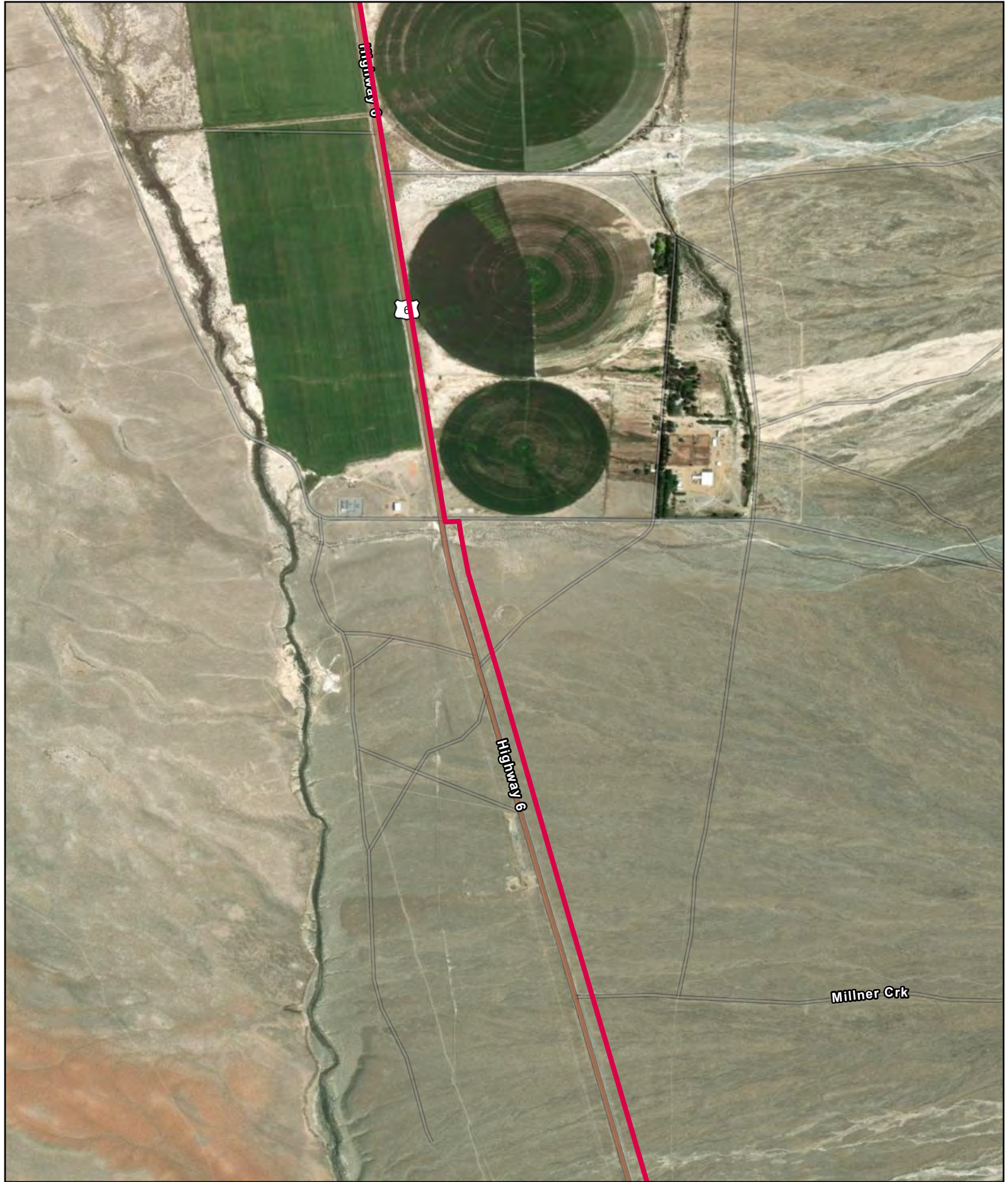
Mono County - Backbone

Date: 10/8/2024 Page 49 of 55

- Distribution Paths
- Backbone Paths
- MonoCountyROW

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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 50 of 55

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-  Backbone Paths
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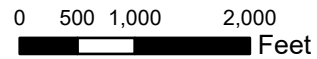


California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 51 of 55




-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW

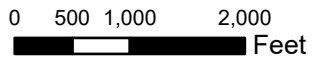




California Broadband Cooperative

Mono County - Backbone
Date: 10/8/2024 Page 52 of 55

-  Distribution Paths
-  Backbone Paths
-  MonoCountyROW






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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 53 of 55

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-  Backbone Paths
-  MonoCountyROW

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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 54 of 55

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-  Backbone Paths
-  MonoCountyROW

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California Broadband Cooperative

Mono County - Backbone

Date: 10/8/2024 Page 55 of 55

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-  Backbone Paths
-  MonoCountyROW

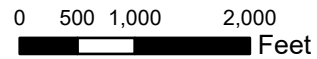


Exhibit 1 to State Form STD 213

LICENSE AGREEMENT FOR USE OF COUNTY LAND FOR NODE SITES, COMMUNITY SERVICE CABINET SITES, ANCHOR SITES, AND FOR USE OF COUNTY RIGHTS OF WAY FOR UNDERGROUND FIBER OPTIC TRANSMISSION LINES

1. OBJECTIVE

The attached **License Agreement for Use of County Land for Node Sites, Community Service Cabinet Sites, Anchor Sites, and for Use of County Rights of Way for Underground Fiber Optic Transmission Lines**, dated as of November 23, 2011 (the "License Agreement"), as amended and partially assigned by the "Partial Assignment and Amendment" described below, is by and between the County of Mono, California, as licensor (the "County") and California Department of Technology, as licensee ("CDT").

The County originally entered into the License Agreement with California Broadband Cooperative, Inc., a California corporation ("CBC") as the County's licensee. Pursuant to a certain Asset Purchase Agreement between CDT and CBC, CDT purchased from CBC a certain fiber optic broadband backbone and related assets (the "Purchase"). The assets acquired by CDT through the Purchase include, to the extent of the "Partial Assignment and Amendment" described below, CBC's rights and obligations under the License Agreement.

CBC requested and obtained the County's agreement to allow for the partial assignment to CDT of CBC's rights and obligations under the License Agreement, and the amendment of the License Agreement as partially assigned to CDT, as follows (collectively, the "Partial Assignment and Amendment"):

- a. **Partial Assignment.** As partially assigned to CDT, the License Agreement and all of the terms and provisions thereof (as amended in the manner described below), apply to CDT, except that:
 - i. Sections 2 and 3 do not apply to CDT and such Sections, and any cross-references to the rights and obligations provided only under such Sections, shall be disregarded and of no force or effect as to CDT, and
 - ii. Sections 4 and 5 apply to CDT only with respect to the Transmission Line Corridors making up the Backbone as designated on the restated Exhibit G attached hereto and incorporated herein.
- b. **Amendment.** The License Agreement, as partially assigned to CDT, has been amended as follows:

State Form STD 213	The County has acknowledged and agreed that this California State Form STD 213 shall be
--------------------	---

	executed and attached to the face of the License Agreement and become a part thereof.
Section 35. Indemnification	Section 35 is amended In Subsection a. by the insertion of “To the extent permitted by law,” following “In General” and prior to “Licensee shall indemnify...”
Section 37. Licensee Maintenance of Insurance	Section 37 is amended by the insertion of a new Subsection j: “Self-Insurance. Licensee may fulfill its obligations under this Section 37 by providing County with a letter of self-insurance.”
Section 40(b). Assessment of Penalties	Section 40(b) shall not apply to the State. The text of such Section shall be deleted and replaced with the following: “[Intentionally deleted.]”
Section 49. Non-Appropriation of Funds	A new Section 49 is added with the following text inserted: “If the term of this Agreement extends into fiscal years subsequent to that in which it is approved, such continuation of this Agreement is contingent on the appropriation of funds for such purpose by the California State Legislature. If funds to affect such continued payment are not appropriated, Licensor agrees to terminate any affected License, terminate any services supplied to Licensee under this Agreement, and relieve Licensee of any further obligation with respect thereto.”
Section 50. Payment Provisions	A new Section 50 is added with the following text inserted: “All payments made pursuant to this Agreement shall be made in accordance with the payment provisions attached as Exhibit H to California State Form STD 213.”
Exhibit F	Exhibit F to the License Agreement shall be deleted and replaced with the following: “[Intentionally deleted.]”.
Exhibit G	Exhibit G to the License Agreement shall be amended and restated to reflect only those Transmission Line Corridors making up the

	Backbone designated in Attachment B for allocation to CDT.
Exhibit H to State Form STD 213	Payment provisions shall be attached as Exhibit H to California State Form STD 213.

2. PURPOSES OF AMENDMENT

This Amendment memorializes the Partial Assignment and Amendment of the License Agreement as described above.

3. AMENDMENT TO AGREEMENT; EFFECT OF AMENDMENT ON AGREEMENT

The Partial Assignment and Amendment as described above shall be deemed to be part of the License Agreement, and any reference in the License Agreement to “this Agreement” shall mean and be a reference to the License Agreement as amended and partially assigned to CDT by the Partial Assignment and Amendment as described above unless the context requires otherwise. Any terms or provisions of the License Agreement that are neither made inapplicable to CDT nor amended by the Partial Assignment and Amendment are unchanged and remain applicable to the License Agreement as partially assigned to CDT and amended by the Partial Assignment and Amendment as described above.

Amended and Restated Exhibit “G”

See Attachment B Transmission Line Corridors

Exhibit H to State Form STD 213:

Payment Provisions

1. Payments will be made by CDT no later than 45 days after receipt of an undisputed invoice in arrears in accordance with the provisions of the California Prompt Payment Act, Government Code Section 927 et seq.
 2. Invoices shall be submitted in triplicate or electronically.
 3. County will submit its invoice to CDT using ONE of the following options referencing the Contract Number or Agency Order Number:
 - a. Send via U.S. Mail in **TRIPLICATE** to:
California Department of Technology

707 3rd Street, 2nd Floor North

West Sacramento, CA 95605

Attn: MMBI Contract Administrator

Email: Kawika.Nunenkamp@state.ca.gov
- OR**
- b. Send electronically to: mmbi.pmo@state.ca.gov
 4. These provisions are subject to Section 49 related to termination for non-appropriation of funds.

Exhibit 2 to State Form STD 213

License Agreement

(Prior to Giving Effect to Partial Assignment and Amendment)

Generative Artificial Intelligence (GenAI) Reporting and Factsheet

Section 1: Bidder / Offeror / Contractor Information

Solicitation / Contract Number		Bidder ID / Vendor ID (optional)		
Business Name		Business Telephone Number		
Business Address	City	State	Zip Code	
Contract / Description of Purchase				

Section 2: Reporting and Factsheet

Will you and/or your subcontractor(s) be using or offering GenAI technology, model, service, or system (collectively, “product”)? ☐ Yes ☐ No (If no, skip to Signature section of this form.)

If yes, provide details regarding the GenAI system. See *GenAI Reporting and Factsheet Instructions* at the end of this form for more information.

Failure to provide information requested on this form may result in disqualification or may void any resulting contract.

1. GenAI Model Name LLM Version (Including number of parameters) All Model Names/ Owners for The Solution or Offering	
--	--

2. Applications / Product Owner (GenAI powered or driven)	
3. Product Description	
4. Use Case(s)	
5. Intended Information Domain	
6. Explain how the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.	

Signature

By signing this document, I have identified and reported any GenAI use in the performance of this contract. If any new or previously unreported GenAI use is identified in the future in the performance of this contract, we will complete and submit to the State an updated STD 1000.

SignatureDate

Submit completed form to the awarding department.

GenAI Reporting and Factsheet Instructions

Please use the following definitions and instructions to complete the GenAI Reporting and Factsheet:

1. GenAI Model Name, LLM Version (including number of parameters) and All Model Names/Owners for The Solution or Offering
 - a. Definition: The unique identifier or name assigned to the specific GenAI model or service.
 - b. Purpose: Allows users to refer to and distinguish between different GenAI models.
2. Applications/Product Owner (GenAI powered or driven):
 - a. Definition: The name of the organization or entity responsible for creating or deploying the GenAI model or service.
 - b. Purpose: Helps identify the source and accountability for the GenAI system.
3. Product Description:
 - a. Definition: A concise summary of the GenAI model's purpose, functionality, and key characteristics.
 - b. Purpose: Provides a high-level understanding for users and stakeholders.
4. Use Case(s):
 - a. Definition: The intended use or goal of the GenAI model (e.g., image recognition, natural language processing, text summarization).
 - b. Purpose: Helps users assess whether the GenAI model aligns with their needs.
5. Intended Information Domain:
 - a. Definition: The context, subject matter, or domain for which the GenAI model is designed to operate effectively.
 - b. Purpose: Helps users determine if the GenAI model is suitable for their specific use case.
6. Adverse Impact:
 - a. Explain below how you are ensuring the GenAI system is not adversely affecting decisions that materially impact access to, or approval for, housing or accommodations, education, employment, credit, health care, and criminal justice.
7. Signature:
 - a. The signatory for the Contract shall also sign the STD 1000

- This form is required only for purchases of more than \$100,000 –

31 C.F.R. Part 21 – New Restrictions on Lobbying – CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all contractors shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the contractor understands and agrees that the provisions of 31 U.S.C. Ch. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Contractor's authorized official

Date: _____

(Print name and title of person signing above)

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
-------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Executed in the County of	Executed in the State of
---------------------------	--------------------------

Date Executed

FEDERAL DEBARMENT CERTIFICATION FORM

DGS PD 2 (Rev. 12/19)

**Certification Regarding Debarment, Suspension, Ineligibility
and Voluntary Exclusion Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ THE INSTRUCTIONS ON THE NEXT PAGE
WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)**

1. The prospective recipient of Federal assistance funds certifies, by submission of this IFB/RFP Response, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this IFB/RFP Response.

Name and Title of Authorized Representative	
Signature	Date

FEDERAL DEBARMENT CERTIFICATION FORM (CONTINUED)

Instructions for Certification

1. By signing and submitting this IFB Response, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this class is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to which this RFP Response is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "RFP Response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this RFP Response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this RFP Response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this RFP Response that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ended December 31, 2024.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ended December 31, 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Dec 2024 Treasury Transaction Report](#)

History

Time	Who	Approval
2/3/2025 11:41 AM	County Counsel	Yes
1/24/2025 3:26 PM	Finance	Yes
2/3/2025 1:45 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2024, End Date: 12/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Deposit	12/3/2024	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	12/4/2024	CAMP60481	3,000,000.00	California Asset Management Program LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/6/2024	CAMP60481	3,000,000.00	California Asset Management Program LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/6/2024	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	12/6/2024	31846V203	3,000,000.00	First American Gov Fund MM	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	12/10/2024	CAMP60481	1,000,000.00	California Asset Management Program LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	12/10/2024	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	12/11/2024	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	12/12/2024	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	12/16/2024	LAIF6000Q	4,000,000.00	Local Agency Investment Fund LGIP	100.00	4,000,000.00	0.00	0.00	4,000,000.00
Deposit	12/17/2024	LAIF6000Q	1,000,000.00	Local Agency Investment Fund LGIP	100.00	1,000,000.00	0.00	0.00	1,000,000.00
Deposit	12/19/2024	31846V203	31.63	First American Gov Fund MM	100.00	31.63	0.00	0.00	31.63
Deposit	12/31/2024	CAMP60481	210,566.14	California Asset Management Program LGIP	100.00	210,566.14	0.00	0.00	210,566.14
Deposit	12/31/2024	LAIF6000Q	68,307.89	Local Agency Investment Fund LGIP	100.00	68,307.89	0.00	0.00	68,307.89
Deposit	12/31/2024	31846V203	22,111.56	First American Gov Fund MM	100.00	22,111.56	0.00	0.00	22,111.56
Deposit	12/31/2024	OAKVALLEY0670	21,129.39	Oak Valley Bank Cash	100.00	21,129.39	0.00	0.00	21,129.39
Deposit	12/31/2024	OAKVALLEY0670	6,901,630.55	Oak Valley Bank Cash	100.00	6,901,630.55	0.00	0.00	6,901,630.55
Deposit	12/31/2024	OAKVALLEY0670	44,041,151.40	Oak Valley Bank Cash	100.00	44,041,151.40	0.00	0.00	44,041,151.40
Subtotal			82,264,928.56			82,264,928.56	0.00		82,264,928.56
Total Buy Transactions			82,264,928.56			82,264,928.56	0.00		82,264,928.56
Interest/Dividends									
Interest	12/1/2024	32022RSG3	0.00	1ST Financial Bank, USA 3.3 8/2/2027		0.00	675.37	0.00	675.37
Interest	12/1/2024	13032UC48	0.00	California Health Facilities Financing Authority 3		0.00	8,110.00	0.00	8,110.00
Interest	12/1/2024	92348DAC3	0.00	Veridian Credit Union 4.8 4/24/2025		0.00	982.36	0.00	982.36
Interest	12/1/2024	530520AB1	0.00	Liberty First Credit Union 4.4 1/17/2028		0.00	900.49	0.00	900.49



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2024, End Date: 12/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/1/2024	22551KAU6	0.00	Credit Union of Texas 4.4 12/9/2027		0.00	900.49	0.00	900.49
Interest	12/1/2024	21056RAC3	0.00	Consumers Federal Credit Union 4.55 6/12/2029		0.00	931.19	0.00	931.19
Interest	12/1/2024	68283MAP1	0.00	OnPath Federal Credit Union 4.85 7/31/2028		0.00	984.62	0.00	984.62
Interest	12/1/2024	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	347.92	0.00	347.92
Interest	12/1/2024	90353EBM4	0.00	USF Federal Credit Union 4.35 7/30/2029		0.00	890.26	0.00	890.26
Interest	12/1/2024	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	378.62	0.00	378.62
Interest	12/1/2024	92891CCP5	0.00	VYSTAR Credit Union 4.45 9/30/2027		0.00	910.73	0.00	910.73
Interest	12/1/2024	3133ENGC8	0.00	FFCB 1.32 6/1/2026		0.00	6,600.00	0.00	6,600.00
Interest	12/1/2024	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	368.38	0.00	368.38
Interest	12/1/2024	45157PAZ3	0.00	Ideal Credit Union 4.5 12/29/2027		0.00	920.96	0.00	920.96
Interest	12/1/2024	02157RAC1	0.00	Altaone Federal Credit Union 3.85 9/13/2029		0.00	787.93	0.00	787.93
Interest	12/2/2024	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	276.29	0.00	276.29
Interest	12/5/2024	307811EM7	0.00	The Farmers & Merchants Bank 3.2 8/5/2027		0.00	654.90	0.00	654.90
Interest	12/7/2024	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	337.68	0.00	337.68
Interest	12/7/2024	90355GKU9	0.00	UBS Bank USA 4.1 2/7/2029		0.00	839.10	0.00	839.10
Interest	12/8/2024	902684AC3	0.00	UFirst Federal Credit Union 4.8 3/9/2026		0.00	982.36	0.00	982.36
Interest	12/8/2024	011852AD2	0.00	Alaska USA Federal Credit Union 4.7 3/8/2027		0.00	961.89	0.00	961.89
Interest	12/8/2024	898812AB8	0.00	Tucson Federal Credit Union 4.95 8/8/2028		0.00	1,008.99	0.00	1,008.99
Interest	12/9/2024	08016PEL9	0.00	Belmont Bank & Trust Co 4.2 12/9/2027		0.00	856.11	0.00	856.11
Interest	12/10/2024	065427AC0	0.00	Bank of Utah 4.25 5/10/2028		0.00	869.79	0.00	869.79
Interest	12/10/2024	3133ELH80	0.00	FFCB 0.68 6/10/2025-22		0.00	3,400.00	0.00	3,400.00
Interest	12/10/2024	291916AL8	0.00	Empower Federal Credit Union 4.6 5/24/2029		0.00	941.42	0.00	941.42
Interest	12/10/2024	20367GBH1	0.00	Community Commerce Bank 3.3 8/10/2027		0.00	675.37	0.00	675.37
Interest	12/10/2024	3130AQ3F8	0.00	FHLB 1.15 12/10/2024-22		0.00	5,750.00	0.00	5,750.00
Interest	12/11/2024	23204HPL6	0.00	Customers Bank 4.7 6/11/2029		0.00	5,749.71	0.00	5,749.71
Interest	12/11/2024	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	143.26	0.00	143.26



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2024, End Date: 12/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/13/2024	3130A5R35	0.00	FHLB 2.875 6/13/2025		0.00	10,853.13	0.00	10,853.13
Interest	12/13/2024	146102BB3	0.00	Carter Bank & Trust 3.8 9/13/2029		0.00	777.70	0.00	777.70
Interest	12/14/2024	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	12/14/2024	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	337.68	0.00	337.68
Interest	12/14/2024	12481GAZ0	0.00	CBC Federal Credit Union 4.65 5/14/2029		0.00	951.66	0.00	951.66
Interest	12/14/2024	91739JAA3	0.00	Utah First Federal Credit Union 4.75 7/14/2028		0.00	972.12	0.00	972.12
Interest	12/15/2024	3133EPN50	0.00	FFCB 4.25 12/15/2028		0.00	21,250.00	0.00	21,250.00
Interest	12/15/2024	78413RAP2	0.00	SCE Federal Credit Union 4.25 2/15/2029		0.00	869.79	0.00	869.79
Interest	12/15/2024	819866BL7	0.00	Sharonview Federal Credit Union 3.5 8/16/2027		0.00	716.30	0.00	716.30
Interest	12/17/2024	914098DP0	0.00	University Bank 4.5 3/17/2028		0.00	920.96	0.00	920.96
Interest	12/17/2024	24422EVR7	0.00	John Deere Capital Corp 1.05 6/17/2026		0.00	2,625.00	0.00	2,625.00
Interest	12/18/2024	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	235.36	0.00	235.36
Interest	12/18/2024	89236TJK2	0.00	Toyota Motor Credit Corp 1.125 6/18/2026		0.00	2,812.50	0.00	2,812.50
Interest	12/20/2024	78472EAB0	0.00	SPCO Credit Union 4.35 1/20/2028		0.00	890.26	0.00	890.26
Interest	12/20/2024	59013KP42	0.00	Merrick Bank 3.8 9/20/2029		0.00	777.70	0.00	777.70
Interest	12/20/2024	01664MAB2	0.00	All In FCU 4.4 12/20/2027		0.00	900.49	0.00	900.49
Interest	12/21/2024	51828MAC8	0.00	Latino Community Credit Union 4.5 12/21/2027		0.00	920.96	0.00	920.96
Interest	12/21/2024	98138MCV0	0.00	Workers Federal Credit Union 4 4/23/2029		0.00	818.63	0.00	818.63
Interest	12/23/2024	33715LFV7	0.00	First Technology Federal Credit Union 3.85 10/23/2		0.00	787.93	0.00	787.93
Interest	12/25/2024	85513MAA0	0.00	Star Financial Credit Union 4.5 1/25/2028		0.00	920.96	0.00	920.96
Interest	12/25/2024	83088XAQ1	0.00	Skyone Federal Credit Union 3.85 10/25/2029		0.00	787.93	0.00	787.93
Interest	12/26/2024	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	337.68	0.00	337.68
Interest	12/26/2024	90352RCR4	0.00	USAlliance Federal Credit Union 3.45 8/26/2027		0.00	706.07	0.00	706.07
Interest	12/26/2024	89854LAD5	0.00	TTCU Federal Credit Union 5 7/26/2028		0.00	1,019.18	0.00	1,019.18
Interest	12/26/2024	64017ABA1	0.00	Neighbors Federal Credit Union 5 7/26/2028		0.00	1,019.18	0.00	1,019.18



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2024, End Date: 12/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/27/2024	02616ABY4	0.00	American First Credit Union 4.25 4/27/2028		0.00	869.79	0.00	869.79
Interest	12/27/2024	14622LAA0	0.00	Carter Federal Credit Union 0.75 4/27/2026		0.00	152.88	0.00	152.88
Interest	12/27/2024	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	214.89	0.00	214.89
Interest	12/27/2024	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	225.12	0.00	225.12
Interest	12/28/2024	00224TAP1	0.00	A+ Federal Credit Union 4.55 4/28/2028		0.00	931.19	0.00	931.19
Interest	12/28/2024	07181JAV6	0.00	Baxter Federal Credit Union 5 11/30/2026		0.00	1,019.18	0.00	1,019.18
Interest	12/29/2024	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	184.19	0.00	184.19
Interest	12/29/2024	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	173.96	0.00	173.96
Interest	12/30/2024	29669XAX6	0.00	Essential Credit Union 4.35 7/30/2029		0.00	890.26	0.00	890.26
Interest	12/30/2024	24951TAW5	0.00	Department of Commerce FCU 5 11/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	12/30/2024	77357DAB4	0.00	Rockland Federal Credit Union 5 11/30/2028		0.00	1,006.85	0.00	1,006.85
Interest	12/30/2024	06543PDA0	0.00	Bank of the Valley NE 4.1 9/30/2027		0.00	839.10	0.00	839.10
Interest	12/30/2024	3136G4XZ1	0.00	FNMA 0.74 6/30/2025-21		0.00	2,941.50	0.00	2,941.50
Interest	12/30/2024	01882MAC6	0.00	Alliant Credit Union 5 12/30/2027		0.00	1,019.18	0.00	1,019.18
Interest	12/30/2024	22258JAB7	0.00	County Schools FCU 4.4 9/30/2027		0.00	900.49	0.00	900.49
Interest	12/30/2024	52171MAJ4	0.00	Leaders Credit Union 5 6/30/2028		0.00	1,019.18	0.00	1,019.18
Interest	12/31/2024	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	243.20	0.00	243.20
Interest	12/31/2024	CAMP60481	0.00	California Asset Management Program LGIP		0.00	210,566.14	0.00	210,566.14
Interest	12/31/2024	42228LAL5	0.00	HealthcareSystemsFCU 4.35 1/31/2028		0.00	890.26	0.00	890.26
Interest	12/31/2024	LAIF6000Q	0.00	Local Agency Investment Fund LGIP		0.00	68,307.89	0.00	68,307.89
Interest	12/31/2024	31846V203	0.00	First American Gov Fund MM		0.00	22,111.56	0.00	22,111.56
Interest	12/31/2024	91282CBC4	0.00	T-Note 0.375 12/31/2025		0.00	1,875.00	0.00	1,875.00
Interest	12/31/2024	472207AJ8	0.00	Jeanne D'Arc Credit Union 4.3 7/31/2029		0.00	909.36	0.00	909.36
Interest	12/31/2024	91282CEV9	0.00	T-Note 3.25 6/30/2029		0.00	16,250.00	0.00	16,250.00
Interest	12/31/2024	32024DAC0	0.00	First Financial 4.45 2/8/2028		0.00	941.08	0.00	941.08
Interest	12/31/2024	82671DAB3	0.00	Signature Federal Credit Union 4.4 1/31/2028		0.00	930.51	0.00	930.51



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 11/30/2024, End Date: 12/31/2024

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	12/31/2024	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	21,129.39	0.00	21,129.39
Subtotal			0.00			0.00	459,244.37		459,244.37
Total Interest/Dividends			0.00			0.00	459,244.37		459,244.37
Sell Transactions									
Matured	12/10/2024	3130AQ3F8	1,000,000.00	FHLB 1.15 12/10/2024-22	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Subtotal			1,000,000.00			1,000,000.00	0.00		1,000,000.00
Withdraw	12/19/2024	31846V203	31.63	First American Gov Fund MM	0.00	31.63	0.00	0.00	31.63
Withdraw	12/23/2024	LAIF6000Q	2,000,000.00	Local Agency Investment Fund LGIP	0.00	2,000,000.00	0.00	0.00	2,000,000.00
Withdraw	12/31/2024	31846V203	22,111.56	First American Gov Fund MM	0.00	22,111.56	0.00	0.00	22,111.56
Withdraw	12/31/2024	OAKVALLEY0670	6,901,630.55	Oak Valley Bank Cash	0.00	6,901,630.55	0.00	0.00	6,901,630.55
Withdraw	12/31/2024	OAKVALLEY0670	45,457,102.59	Oak Valley Bank Cash	0.00	45,457,102.59	0.00	0.00	45,457,102.59
Subtotal			54,380,876.33			54,380,876.33	0.00		54,380,876.33
Total Sell Transactions			55,380,876.33			55,380,876.33	0.00		55,380,876.33



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

TIME REQUIRED

SUBJECT

Letter of Support - G.C. Forest
Products Wood Pellet Mill Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Executed Mono County letter of support to G.C. Forest Products, Inc. for the Wood Pellet Mill project.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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Executed - LOS

History

Time	Who	Approval
2/3/2025 10:46 AM	County Counsel	Yes
2/3/2025 10:44 AM	Finance	Yes
2/3/2025 1:44 PM	County Administrative Office	Yes



Jennifer Kreitz~District One Rhonda Duggan~District Two Paul McFarland~District Three
John Peters~District Four Lynda Salcido~District Five

BOARD OF SUPERVISORS COUNTY OF MONO

P.O. BOX 715, BRIDGEPORT, CALIFORNIA 93517
(760) 932-5530

BOS@mono.ca.gov

Queenie Barnard, Clerk of the Board

January 29, 2025

Greg Cook
President
G.C. Forest Products, Inc.
P.O. Box 9062
Mammoth Lakes, CA 93546

Subject: Support for G.C. Forest Products Wood Pellet Mill Project

Dear Mr. Cook,

On behalf of the Mono County Board of Supervisors, I am writing to express our support for the G.C. Forest Products wood pellet mill project. This project represents an important step forward in promoting sustainable forest management, enhancing regional forest health, and creating local economic opportunities.

Mono County has long recognized the value of sustainable forest product utilization in addressing critical environmental issues such as wildfire risk and carbon emissions. The development of new wood infrastructure outlets, such as this pellet mill, aligns with our shared goals of responsible resource management, economic resilience, and environmental stewardship.

We appreciate the innovative approach G.C. Forest Products is taking to repurpose forest materials into sustainable energy solutions while supporting local communities through job creation and long-term investment in the region. The pellet mill project serves as a model for how private industry and local governments can work together to address forest health challenges while strengthening the economy.

In addition, we are pleased to provide our endorsement for inclusion in your project's Frequently Asked Questions (FAQs) section on the G.C. Forest Products website. The Board remains committed to supporting initiatives like this, which serve as a collective solution to improving the health of our forests and reducing the risk of devastating wildfires.

Please do not hesitate to reach out if there are additional ways Mono County can assist in advancing this vital project. We commend you for your vision and leadership in helping create a more sustainable future for our region.

Sincerely,


Lynda Salcido (Jan 29, 2025 12:33 PST)

Lynda Salcido
Board Chair
Mono County Board of Supervisors



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Behavioral Health

TIME REQUIRED 40 minutes (20 minute presentation,
20 minute discussion)

**PERSONS
APPEARING
BEFORE THE
BOARD**

Robin Roberts, Behavioral Health
Director

SUBJECT Overview of Community, Assistance,
Recovery, and Empowerment
(CARE) Court Readiness for Mono
County

AGENDA DESCRIPTION:

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

Presentation by Robin Roberts, Director of Behavioral Health, regarding Mono County's readiness for CARE (Community, Assistance, Recovery, and Empowerment) Court.

RECOMMENDED ACTION:

None, informational only. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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Staff Report
Presentation

History

Time

2/3/2025 11:38 AM

Who

County Counsel

Approval

Yes

2/3/2025 11:00 AM

Finance

Yes

2/3/2025 2:18 PM

County Administrative Office

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin K. Roberts, Mono County Behavioral Health Director

DATE: February 11, 2025

SUBJECT:

Overview of CARE Court Readiness for Mono County

DISCUSSION:

The Community Assistance, Recovery, and Empowerment (CARE) Act is a new civil court process that provides services to people who have certain mental health disorders and meet other criteria. The CARE Act allows specific people to request that an individual enter the CARE process. The CARE process involves assessments and hearings to determine whether the individual is eligible. If the individual is eligible, a voluntary CARE agreement or court-ordered CARE plan may be created for up to 12 months, with the possibility to extend for an additional 12 months. This agreement or plan includes services the individual can receive, such as behavioral health services, substance use disorder treatment, housing, and community supports.

Mono County Behavioral Health has worked with Mono County Counsel and Mono County Superior Court to complete the infrastructure necessary to prepare our community and county entities to implement this program.

This is a workshop to outline for the Board and public what is included in this initiative, the infrastructure that will be used, and to answer questions that may arise.

SUBMITTED BY:

Robin K. Roberts, MFT, Contact: 760.924.1740

Overview of CARE Court Readiness in Mono County

Community, Assistance, Recovery, & Empowerment

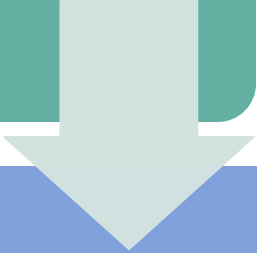
Presented by Robin K. Roberts, MFT



CARE Act Overview

The goal of the CARE Act is to provide services upstream, before clients are hospitalized, incarcerated, or placed on an LPS conservatorship.

Community, Assistance, Recovery, & Empowerment (CARE) Act provides needed services to Californians living with untreated **schizophrenia spectrum** or other **psychotic disorders** through a **civil court process**.



Collaborative, individualized CARE plan includes clinically appropriate and community-based services & supports

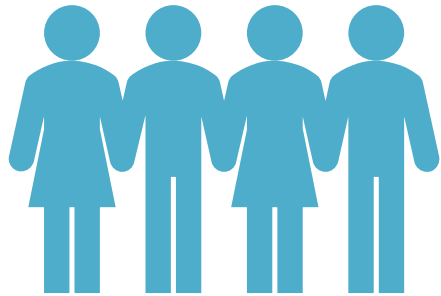


Who is Eligible for CARE?

- Adults (18+)
- Have a diagnosis of Schizophrenia spectrum & other psychotic disorders in the same class
- Not clinically stable with ongoing voluntary treatment
- Additionally, one of the following:
 - *Unlikely to survive w/out supervision &/or*
 - *Two long term hospitalizations (5250)*
- The respondent's participation in a CARE plan or a *voluntary* CARE agreement must:
 - *be the least restrictive alternative necessary to ensure the respondent's recovery and stability, and*
 - *be likely to benefit the respondent*
- ❖ *Homelessness and mental illness alone are not enough to meet eligibility requirements.*

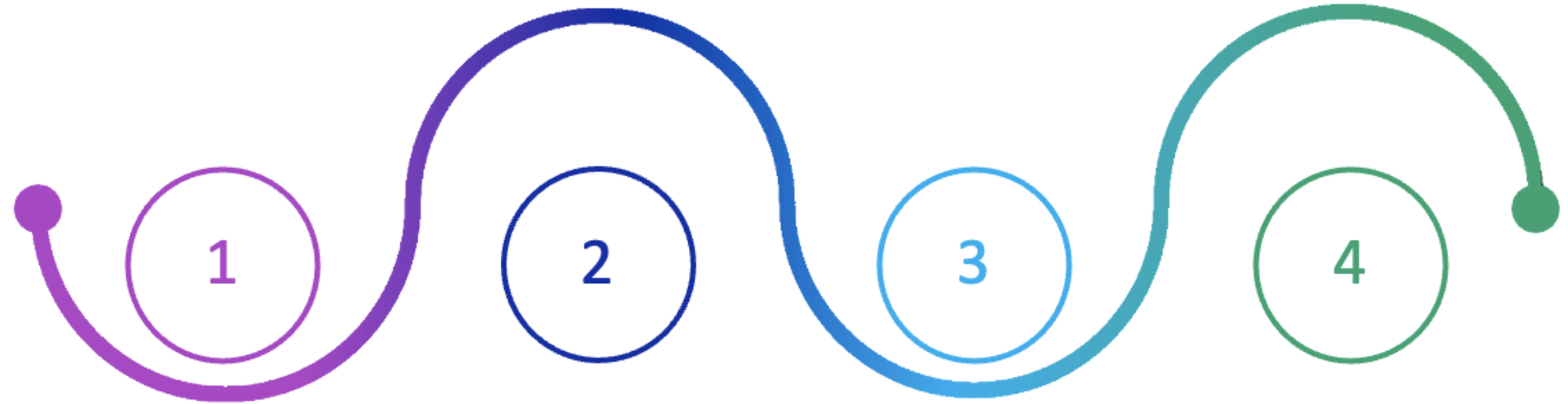


Who Can File a Petition?



- Public
 - Select family members
 - First responders
 - Hospitals
 - Specific non-profit agencies
 - Clients themselves
- The County
 - Behavioral Health Services
 - Adult Protective Services
 - Public Guardians Office
- Court referral

CARE Act Process



Petition

- Petition is filed with the court & reviewed
- Behavioral Health Services investigates
- Initial Hearing is set OR Petition is dismissed

CARE Agreement or CARE Plan Creation

- Behavioral Health Services engages the participant in services
- Initial hearing, Hearing on the Merits of the Petition, Case Management Hearing, etc

Support

- Check in (Status Review Hearings)
- Participant engages in their CARE services for 12-24 months

Graduation

- Graduation plan is created
- Participant graduates from CARE





Roles & Responsibilities

Judge



Determines appropriateness of Petitions and Respondent eligibility



Orders CARE investigations & reports



Authorizes CARE Agreement, CARE plan of action, & status updates



Pursuant to the legislation, sets expectations and deadlines as ordered to the parties responsible for execution of CARE plan



Self-Help Center



PROVIDES GUIDANCE TO
COURT USERS ABOUT THE
CARE ACT PROCESS



GIVES REFERRALS,
PURSUANT TO JUDICIAL
ORDERS, WHEN CARE IS
NOT APPROPRIATE



COLLABORATES WITH CARE
TEAM TO ENSURE UPDATED
INFORMATION IS PROVIDE TO
COURT USERS



Mono County Behavioral Health



Investigates public petitions & develops clinical recommendations



Leads CARE plan development



Provides mental health, substance use disorder, & care coordination; provision of health-related social needs



Data collection & reporting to Department of Health Care Services



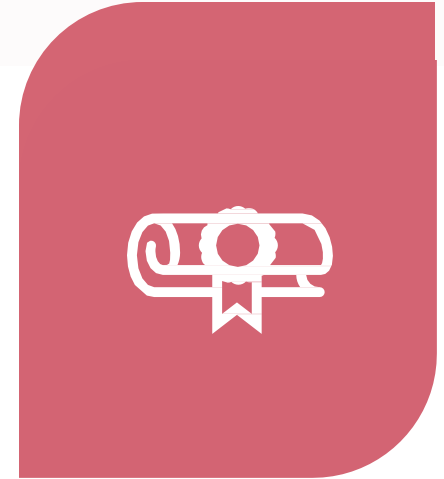
County Counsel



LEGAL REPRESENTATIVE
FOR BEHAVIORAL HEALTH
SERVICES



COLLABORATES ON CARE
PLAN



STATUS UPDATES &
GRADUATION
RECOMMENDATIONS



Public Defender



Legal representative for the Respondent



Collaborates on CARE Plan



Status updates and Graduation recommendations



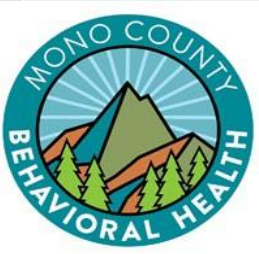
Public Guardian

May refer cases to CARE when
Lanterman-Petris-Short (LPS)
conservatorship is not appropriate

May receive a referral for a Lanterman-
Petris-Short (LPS) investigation if
Respondent needs a higher level of
care than CARE Act services can
provide



Common Misconceptions	CARE Facts
CARE is a new crisis stabilization program providing acute care.	CARE is a long-term stabilization program designed to link Respondents to existing outpatient programs, social services, resources, and benefits.
CARE Respondents will be placed on conservatorship if they don't complete treatment.	Respondents who choose not to engage in CARE or decline ongoing services are not automatically placed on conservatorship. If the CARE Judge finds the Respondent meets criteria, they could refer for an existing Conservatorship investigation and legal process.
CARE is a "homeless program."	CARE eligible participants may be homeless, but some may have stable housing. Housing may be a part of an individual's CARE plan if it supports their mental health recovery and stability.
CARE is no different than all other county programs.	<p>CARE legislation includes unique requirements that create accountability:</p> <ul style="list-style-type: none"> • Judge can issue financial penalties on MCBH for non-performance. • Petitioners attend initial hearing and will speak directly to judge and counsel. • MCBH is required to submit detailed data to state every quarter, including specifics on CARE plans and progress.





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: CAO; County Counsel

TIME REQUIRED 5 minutes

SUBJECT Ordinance Adding Section 2.64.040
Providing for County Observance of
Federally Designated Holidays

**PERSONS
APPEARING
BEFORE THE
BOARD**

Sandra Moberly, County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed ordinance adding section 2.64.040 to the Mono County Code of Ordinances providing for the observance of federally designated holidays.

RECOMMENDED ACTION:

Introduce, read title, and waive further reading of proposed ordinance. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Emily Fox

PHONE/EMAIL: 760-924-1712 / efox@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
2/3/2025 10:45 AM	County Counsel	Yes
2/3/2025 11:40 AM	Finance	Yes

2/3/2025 1:54 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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Robin Roberts

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COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

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CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Board of Supervisors

From: Sandra Moberly

Date: February 11, 2025

Re: Ordinance Providing for County Observance of Federally
Designated Holidays

Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☐ Workforce & Operational Excellence

Discussion

At the January 7, 2025 meeting of the Board of Supervisors, the Board took up an emergency agenda item to consider whether the County would observe the recently federally-designated holiday on January 9, 2025 as a day of mourning for recently deceased former President Jimmy Carter. At that time, the Board directed staff to bring back an ordinance that would specify that when the Federal Government designates a holiday, such as an official day of mourning, that County administrative offices would also close.

The ordinance before the Board today for introduction and first reading directs the County to close its offices whenever the Federal Government designates a holiday that will also close federal offices.



ORD25-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS PROVIDING FOR THE OBSERVANCE OF FEDERALLY
DESIGNATED HOLIDAYS**

WHEREAS, from time to time the Federal Government may declare a holiday during which all federal administrative offices are closed; and

WHEREAS, often, many other state and county administrative offices close in observance of those same federally declared holidays.

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

SECTION ONE: Section 2.64.040 is hereby added to the Mono County Code of Ordinances, and shall read as follows:

2.64.040 – Provision for Federally Designated Holidays

If the Federal Government designates a holiday during which federal offices are closed, the County shall observe that designated holiday and shall also close its administrative offices.

SECTION TWO: 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 _____ 2025, by the following vote, to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

Lynda Salcido, Chair

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Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: County Counsel

TIME REQUIRED 30 minutes

SUBJECT Annual Brown Act Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christopher Beck, County Counsel

AGENDA DESCRIPTION:

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

Presentation by County Counsel regarding Annual Brown Act Update and Training.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Christopher Beck

PHONE/EMAIL: 760-924-1706 /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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History

Time	Who	Approval
1/29/2025 10:41 AM	County Counsel	Yes
2/3/2025 10:21 AM	Finance	Yes
2/3/2025 12:14 PM	County Administrative Office	Yes

The Brown Act

Mono County Counsel's Office

2025

Declaration of Public Policy

■ Government Code § 54950

- In enacting this chapter, the Legislature finds and declares that the public commissions, boards and councils and the other public agencies in this State exist to aid in the conduct of the people's business. It is the intent of the law that their actions be taken openly and that their deliberations be conducted openly.
- The people of this State do not yield their sovereignty to the agencies which serve them. The people, in delegating authority, do not give their public servants the right to decide what is good for the people to know and what is not good for them to know. The people insist on remaining informed so that they may retain control over the instruments they have created.

Purpose



- To facilitate public participation in local government decisions
- To curb misuse of the democratic process by public bodies

Application

- The Brown Act applies to:
 - ▀ Local agencies
 - ▀ Legislative bodies (and subsidiary bodies) and their members
 - ▀ Persons elected or appointed to legislative bodies, even prior to assuming office
 - ▀ Boards and commissions created by statute or ordinance

Open Meetings

All of the deliberative processes of legislative bodies, including discussion, debate and the acquisition of information, must be open and available for public scrutiny (limited exceptions are discussed later in this presentation).



Public Participation

- Members of the public can attend and testify, without giving their names.
- Information given to the legislative body in connection with an open meeting must be equally available to members of the public.
- Unless it's disruptive, any person may record (video or audio) or broadcast an open meeting.

Voting



- No private votes (except for closed session matters)
- The legislative body must publicly report actions taken and the vote or abstention on that action of each member present during open session – and for specified closed session actions.

Opportunity to Speak

- Every regular meeting agenda must provide opportunity for the public to speak:
 - On items on the agenda
 - Before, or during consideration of, each item
 - On items not on the agenda (but within the jurisdiction of the legislative body)

Reasonable Regulations

- The legislative body may not:
- Prohibit a speaker from criticizing the policies, procedures, programs or services of the agency or the acts or omissions of the legislative body.

Public Access

- Agendas or any other writings, unless exempt from disclosure, distributed to all or a majority of the members of a legislative body for discussion or consideration at a public meeting are disclosable to the public upon request.

Meeting

Any congregation of a majority of the members of a legislative body to hear, discuss, deliberate or take action on a matter within the subject matter jurisdiction of the agency

Serial Meetings Prohibited

- Serial meetings – a series of communications, each of which involves less than a quorum of the legislative body, but when taken as a whole, involve a majority of the body's members
 - Conducted through direct communications, personal intermediaries or technological devices to discuss, deliberate or take action on any item of business that is within the SMJ of the legislative body

Examples of Serial Meetings



► Chain (A-B-C)

- A talks to B
- B talks to C

► Hub (A-B, A-C)

- A talks to B
- A talks to C

E-mail deliberations prohibited

A quorum of members may not e-mail each other about a topic within the jurisdiction of the body without violating the Brown Act



Social Media

- AB 992 (2020)
- Under new rules, Board Members may use “publicly open and accessible” social media to:
 - Answer questions posed by the public
 - Provide information to the public
 - Solicit information from the public
- Board Members may not respond to the posts of other Board Members (no “likes” or emojis either)

“Meeting” does not include:

- Contacts by individual board members with the public
- Attendance at a standing committee meeting (observation only)
- Purely social or ceremonial occasions
- Attendance at open & noticed meetings of other local agencies
- Attendance at conferences open to the public on issues of general interest to the public or public agencies
- Town meetings or similar gatherings which are open, noticed and organized by a person or organization other than the local agency

Teleconferencing

Government Code § 54953(b)

- Government Code Rule
- Rules during COVID
 - AB 361
- New rules after COVID
 - AB 2449



Teleconferencing

AB2449

- Local agencies may hold remote meetings without identifying each teleconference location or making each location accessible to the public, if there is:
 - Just Cause, or;
 - Emergency Circumstance
 - Note: Sunsets (AB557) January 1, 2026.

Teleconferencing “Just Cause”

- Childcare or caregiving of a child, parent, grandparent, grandchild, sibling, spouse, or domestic partner that requires a member to participate remotely.
- A contagious illness that prevents a member from attending in person.
- A need related to a physical or mental disability.
- Travel while on business of the legislative body or another state or local agency.

Teleconferencing “Just Cause”

For “Just Cause:”

- Member must notify the legislative body at the earliest possible opportunity — including at the start of a meeting, and;
- Provide a general description of the circumstances related to one of the four allowable items.

Teleconferencing

“Emergency Circumstances”

- An “emergency circumstance” is a physical or family medical emergency that prevents a member of a legislative body from attending in person.

 - Member must notify the legislative body at the earliest possible opportunity — including at the start of a meeting, and;
 - Legislative body must take action to approve the request
 - Provide a general description of the circumstances relating to the member’s need to appear remotely.
- Note: This description does not have to be more than 20 words and does not need to include any personal medical information.

Teleconferencing

“Emergency Circumstances”

- Additional Requirements
 - Audio and Visual Technology
 - Disruption in feed pauses meeting
 - Identify anyone over 18 also present

Teleconferencing

AB 2302

“Just Cause and Emergency Circumstances”

Lifting the limit on 3 consecutive meetings or 20 percent of regular meetings. Takes effect on January 1, 2025, replaces these limitations with an easier-to-apply formulation. It limits the allowed number of remote appearances for members of Brown Act bodies to:

- Two times per year if the body regularly meets once per month or less;
- Five times per year if the body regularly meets twice per month; or
- Seven times per year if the body regularly meets three or more times per month

Teleconferencing ADA and Remote Meetings

- Attorney General opined on if ADA allows remote meeting participation to serve as a reasonable accommodation for a member of a Brown Act body with a qualifying disability.
- The Attorney General answered “yes” to this question. (Cal. Att. Gen. Op. 23-1002, Jul. 24, 2024.)
- Requirement: Members must be connected in real time through both audio and visual means, and they must disclose the identities of any adults present with them at the remote location.

Agendas – Posting & Notice Requirements

- Agendas must be posted in a location freely accessible to the public 24 hours a day and on the Agency's website
- Regular meeting - 72 hours prior
- Special meeting - 24 hours prior

Agenda Contents

- Time and place of meeting
- Public comment period
- Brief general description (20 words or less) of every item of business to be discussed or transacted
- For closed session items, there is suggested agenda language in the Brown Act which should be followed

Agendas

With limited exceptions related to emergencies, no action or discussion is allowed on any item not listed on an agenda.

THE END

Questions?





OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: County Administrative Office

TIME REQUIRED 30 minutes

SUBJECT Review of Moratorium on Out of State
Remote Work

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Review of Moratorium on Out of State Remote Work.

RECOMMENDED ACTION:

Discussion and possible action regarding the Moratorium on Out of State Remote Work.

FISCAL IMPACT:

None.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Staff Report](#)

[R23-055/Moratorium](#)

History

Time	Who	Approval
2/6/2025 9:50 AM	County Counsel	Yes
2/6/2025 1:02 PM	Finance	Yes
2/6/2025 1:31 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: February 11, 2025

Re: Review of Moratorium on Out of State Remote Work

Strategic Plan Focus Area(s) Met

☒ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Purpose

Last year, the Board instructed the County Administrative Office to revisit the moratorium on out-of-state remote work. The purpose of this report is to analyze the implications of employing out-of-state workers for the County. This report examines legal, financial, operational, and policy considerations and seeks direction from the Board to address the challenges and opportunities associated with out-of-state employment.

Background

During the COVID-19 pandemic, some employees were allowed to work remotely full-time. A few employees opted to relocate out of California to various locations across the country. Once pandemic restrictions were lifted and employees were allowed to return to work, those who had relocated out of state chose to remain in their new locations. In response, on July 18, 2023, the Board imposed a moratorium on any additional employees working out of state. (Mono County Board of Supervisors Resolution 23-055.)

Analysis

Legal and Compliance Considerations

- **Labor Laws:** Each state has unique employment laws, including regulations on minimum wage, overtime, paid leave, and workers' compensation. Employing out-of-state workers requires the County to comply with the laws of the worker's state of residence, in addition to California law.

1. County Counsel estimates that initial costs to contract with appropriately licensed firms will be \$10,000 - \$15,000 per state where remote work is occurring. The basis of these costs includes an appropriately licensed law firm conducting the following: 1) Review of Mono County policies and procedures for compliance with the remote work state's laws; 2) Determination of labor designation, i.e. exempt or non-exempt; 3) Establishing additional policies for Mono County to comply with the remote state's laws and labor requirements.
 2. Thereafter, costs may be incurred if a legal issue were to arise relating to an employee working out of state, or where new legislation in California or another state impacts legal requirements warranting review. County Counsel staff are all licensed in the State of California and unable to provide legal advice as to other states where they are not licensed. County Counsel has identified a law firm that is able to provide legal advice for all but one remote work state.
- **Public Sector Restrictions:** California labor laws do not explicitly mandate residency restrictions for employment. Mono County bargaining agreements also do not include residency requirements as a condition of employment.

2. Taxation and Financial Implications

- **State Income Tax:** California's taxation policies may conflict with other states' tax systems, potentially resulting in double taxation or disputes. The County must also register and report payroll taxes in other states if workers reside there.
- **Operational Costs:** Administrative costs could increase due to the need for specialized payroll processing and compliance monitoring for out-of-state employees. Additionally, costs may be incurred for the following tasks: 1) registering as an employer with states other than California, 2) creating withholding and tracking mechanisms, 3) filing quarterly returns, 4) paying non-California employer level costs and taxes, 5) converting IRS Form W-2s to reflect multi-state operating conditions, 6) determining whether Mono County will be subject to a modified business tax, as may be the case with the State of Nevada, and 7) securing workers compensation coverage for out-of-state employees.

3. Equity and Workforce Dynamics

- **Equity Concerns:** Hiring out-of-state workers may create equity concerns among in-state employees who face California's higher cost of living.
- **Recruitment Benefits:** Expanding the talent pool can help address recruitment challenges for specialized or hard-to-fill positions, particularly in technology, healthcare, and other critical sectors.

4. Operational Oversight

- **Remote Management:** Effective supervision and accountability of remote, out-of-state workers require robust communication tools, performance metrics, and virtual management practices.
- **Cybersecurity Risks:** Employing workers outside of the state may expose the County to cybersecurity risks, necessitating additional investments in secure systems.

Policy Options to Consider

- Make the moratorium permanent (staff will bring back updated to remote work policy with appropriate language)
- Make moratorium permanent but allow existing employees to continue working remotely until they separate employment from Mono County.
- Allow out of state work in Nevada only.
- Allow out of state work across the country.
- Any combination of the above options or others as directed by the Board.

Recommendation

Receive report and provide direction to staff regarding the moratorium on out of state remote work.



R23-055

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
IMPOSING A MORATORIUM ON THE HIRING OF NEW EMPLOYEES WHO
WOULD WORK OUTSIDE OF THE STATE OF CALIFORNIA AND ON THE
GRANTING OF APPROVAL FOR CURRENT EMPLOYEES NOW WORKING
WITHIN CALIFORNIA TO COMMENCE PERFORMING THEIR JOB DUTIES
FROM OUTSIDE THE STATE**

WHEREAS, during the COVID-19 pandemic, employees who had historically performed their County job functions primarily on County premises began working from remote locations, including locations that are outside of the State of California; and

WHEREAS, some of the legal impediments to such out-of-state work were modified or waived during the pandemic, but those modifications and waivers are no longer in effect; and

WHEREAS, there is a need for the County to evaluate options and requirements associated with the employment of workers who do not work primarily from a location within the State of California to determine whether or how the County can meet those requirements; and

WHEREAS, while County staff conducts that evaluation and develops a recommendation regarding future policies, the Board wishes to prevent the addition of new out-of-state employment relationships for the County; and

WHEREAS, the County's Remote Work Policy, adopted by Resolution R22-029, already provides that remote work (whether from a location within California or from a location in another state) is a privilege and not a right and may be approved in the sole discretion of the County and any limitation on the establishment of new out-of-state work arrangements would fall within that existing policy;

NOW, THEREFORE, the Board of Supervisors of the County of Mono hereby finds and resolves that:

SECTION ONE: Effective immediately, no new employee hired by Mono County shall be authorized to perform their County job functions from a location that is outside the State of California. In other words, any employee hired after the date this resolution is adopted shall perform substantially all job functions from a location that is within the State of California.

SECTION TWO: Effective immediately, no existing employee of Mono County who currently performs substantially all of their job functions from a location that is within the State

of California shall be authorized to cease performing substantially all of their job functions from a location that is outside the State of California.

SECTION THREE: For purposes of this Resolution, the performance of “substantially all” job functions within the State of California shall mean that the employee regularly works from a location that is within the State of California and only minimally and intermittently works from a location that is outside the state, for example, while on vacation or other leave time.

SECTION FOUR: During the moratorium established by this Resolution, the County Administrator or her designee shall evaluate and develop a recommendation for a County policy regarding employees performing job functions from locations that are outside of the State of California (which policy may prohibit or allow such activities) and, in the short-term, shall work with Human Resources, County Counsel and Finance to ensure that rules and regulations applicable to employees already performing job functions outside of California are addressed.

SECTION FIVE: The moratorium established by this Resolution shall remain in effect until such time as the Board approves a long-term policy regarding the subjects addressed herein and, at that time, shall automatically sunset.

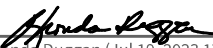
PASSED, APPROVED and ADOPTED this 18th day of July 2023, by the following vote, to wit:

AYES: Supervisors Duggan, Gardner, Kreitz, Peters, and Salcido.

NOES: None.

ABSENT: None.

ABSTAIN: None.


Rhonda Duggan (Jul 19, 2023 17:49 PDT)

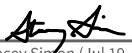
Rhonda Duggan, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:



Clerk of the Board


Stacey Simon (Jul 19, 2023 13:29 PDT)

County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Behavioral Health

TIME REQUIRED 10 minutes

SUBJECT Behavioral Health Bridge Housing
Program Grant

**PERSONS
APPEARING
BEFORE THE
BOARD**

Amanda Greenberg, Program
Manager

AGENDA DESCRIPTION:

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

Proposed contract with Advocates for Human Potential pertaining to Behavioral Health Bridge Housing Program grant funds.

RECOMMENDED ACTION:

Approve and authorize the County Administrative Officer to sign contract with Advocates for Human Potential for Behavioral Health Bridge Housing Program grant funds for the period February 11, 2025, to June 30, 2027, and a not-to-exceed amount of \$1,229,946.

FISCAL IMPACT:

This grant will provide Mono County Behavioral Health with \$1,229,946 to administer various housing programs.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 760-924-1754 / agreenberg@mono.ca.gov

SEND COPIES TO:




Amanda Greenberg

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Subcontract Agreement
<input type="checkbox"/> Attachment A
<input type="checkbox"/> Attachment B
<input type="checkbox"/> Attachment C
<input type="checkbox"/> Attachment D
<input type="checkbox"/> Attachment E

 Attachment F
 Attachment G
 Attachment GEO Sanction Notification

History

Time	Who	Approval
2/5/2025 12:35 PM	County Counsel	Yes
2/5/2025 12:31 PM	Finance	Yes
2/5/2025 3:39 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Director, Mono County Behavioral Health

DATE: February 11, 2025

SUBJECT:

Behavioral Health Bridge Housing Program Grant

DISCUSSION:

Mono County Behavioral Health (MCBH) has been awarded \$1,229,946 through the Behavioral Health Bridge Housing (BHBH) Program. These grants funds are from the Department of Health Care Services and administered by Advocates for Human Potential (AHP).

The BHBH Program provides funding to operate bridge housing settings to address the immediate housing needs of people experiencing homelessness who have serious behavioral health conditions, including a serious mental illness (SMI) and/or substance use disorder (SUD). Eligible uses of funding include rental assistance, shelter and interim housing operating costs (including hotel/motel vouchers), staff costs, and infrastructure costs.

Upon contract execution, MCBH will immediately begin using funding for rental assistance, partnering with Eastern Sierra Community Housing and the Eastern Sierra Continuum of Care to identify individuals who would qualify for these funds. MCBH will also work with Mono County Human Resources to create a time-limited grant-funded position that will provide housing navigation services to MCBH clients as well as track and implement new behavioral health housing initiatives.

MCBH will not pursue capital investments or infrastructure projects using these funds without seeking direction from the Mono County Board of Supervisors.

Funds must be expended by June 27, 2027.

SUBMITTED BY:

Amanda Greenberg, Program Manager, Mono County Behavioral Health. 760-924-1754

SUBCONTRACT AGREEMENT

SUMMARY COVER SHEET

Subcontract ID	20456-CA BHBH-MONO-01
Effective Date:	
Contractor	<p>ADVOCATES FOR HUMAN POTENTIAL, INC. (AHP) 490-b Boston Post Road, Sudbury, MA 01776-3365 Tel: (978) 443-0055 ♦ Fax: (978) 261-1467</p> <p>AHP Contracting Officer: Reshma Ryan, Acting General Council Tel: (978) 443-0055 (o) / legalnotices@ahpnet.com</p> <p>AHP Project Director: Sabrina Nansteel-Bunt 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-924-8250 (o) / snansteel@ahpnet.com</p> <p>AHP Direct Staff Contact: Michael Helmick Deputy Project Director 131 N. El Molino, Suite 380, Pasadena, CA 91101 Tel: 323-843-2750 (c) / mhelmick@ahpnet.com</p>
Subcontractor:	County of Mono ("MONO") Address: P. O. Box 1619, Mammoth Lakes, California 93546, United States Phone: 760-924-1740
Prime Contract Identification:	Client: California Department of Health Care Services Agreement No.: 22-20456 Contract Title: "Behavioral Health Bridge Housing (BHBH)" Program
Subcontract Type:	Deliverable Based-Type Contract
Period of Performance:	through June 30, 2027
Consideration/Budget:	Professional Services NTE \$1,229,946.00
Billing Terms:	Monthly Invoicing, per Attachments C (SOW) and D (RATE SCHEDULE)
Payment Terms:	Payment remitted fifteen (15) business days after receipt of undisputed invoice.

SUBCONTRACT AGREEMENT
20456-CA BHBH-MONO-01

THIS SUBCONTRACT AGREEMENT (the “Subcontract” or “Subcontract Agreement”) is entered into by and between **ADVOCATES FOR HUMAN POTENTIAL, INC.**, with offices located at **490-B Boston Post Road, Sudbury, MA 01776**, (“AHP” or the “Contractor”), and **COUNTY OF MONO**, with offices at **P. O. Box 1619, Mammoth Lakes, California 93546, United States**(“**MONO**” or the “Subcontractor” or “County Behavioral Health Agency” or “County BHA,” also referred to as a “BHA” and, individually a Party and together with AHP, collectively the “Parties”).

WITNESSETH:

WHEREAS the State of California through the Department of Health Care Services (“DHCS”) is administering the Behavioral Health Bridge Housing Program (“BHBH Program”), including noncompetitive predetermined maximum funding to be awarded to county behavioral health agencies (“Behavioral Health Agencies” or “BHAs”) in order to operate bridge housing settings to address the immediate and sustainable housing needs of people experiencing homelessness who have serious behavioral health conditions, including serious mental illness (SMI) and/or substance use disorder (SUD);

WHEREAS the BHBH Program, which was signed into law in September 2022 under Assembly Bill (AB) 179 (Ting, Chapter 249, Statutes of 2022), provided \$1.5 billion in funding through June 30, 2027, to address the immediate housing and treatment needs of people experiencing unsheltered homelessness who have serious behavioral health conditions;

WHEREAS DHCS requires BHAs applying for funding to clearly demonstrate how they will reach these historically underserved client populations that are most in need of supportive services;

WHEREAS BHBH Program funding is available for all bridge housing costs including program implementation, outreach and engagement, bridge housing costs and bridge housing start-up infrastructure costs provided beds are made available within one-year of execution of this Subcontract Agreement unless waived by DHCS;

WHEREAS DHCS has engaged AHP, pursuant to Project No.: 22-20456, hereinafter the “Contract” or “Prime Contract,” to serve as the administrative entity supporting the implementation of the BHBH Program, including reviewing BHBH program plans submitted by the BHAs (each a “BHBH Program Plan”), engaging additional consultants to support the BHBH Program implementation, and providing general grant training and technical assistance during the application process and throughout the life of the BHA’s BHBH Program Plan; and

WHEREAS AHP and Subcontractor desire and have agreed to enter this Subcontract **20456-CA BHBH- MONO-01** in the implementation of the BHBH Program Plan of Subcontractor, Subcontractor desires to pursue its BHBH Program Plan with DHCS acting through AHP pursuant to the Prime Contract.

NOW, THEREFORE, based upon the foregoing premises, and inconsideration of the mutual covenants and agreements herein set forth, the Parties agree as follows:

This Subcontract, and its Attachments (collectively, the "Agreement"), constitutes the entire agreement and understanding between the Parties as to the matters set forth herein. It supersedes all prior understandings, written or oral, between the Parties with respect to the subject matter hereof and has been induced by no representations, statements, or agreements other than those herein expressed. By accepting this Agreement, the Subcontractor agrees to be bound by all terms and conditions and provisions that may be incorporated by reference, and all other Attachments to this Agreement.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement by their duly respective officers as of the day and year last written below.

ADVOCATES FOR HUMAN POTENTIAL ("AHP"):

By:

,

Date:

COUNTY OF MONO ("MONO"):

By:

Date:

TABLE OF CONTENTS
20456-CA BHBH-MONO-01

SECTION	PAGE NO.
SECTION 1. PRIVITY OF CONTRACT	4
SECTION 2. NATURE OF THE SUBCONTRACT	4
2.1 Type of Subcontract	4
2.2 Funding	4
SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY	5
3.1 Period of Performance	5
3.2 Time of the Essence.....	5
3.3 Delivery Schedule	5
3.4 BHBH Program Plan; Reporting and Monitoring	5
SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE	6
SECTION 5. SUBCONTRACTOR TRAVEL.....	8
SECTION 6. CONTRACT ADMINISTRATION DATA	8
6.1 Contractor Representatives.....	8
6.2 Subcontractor Representatives	9
6.3 Compensation, Billing Instructions, and Payment	9
6.4 Final Payment and Closeout	11
SECTION 7: CHANGES AND MODIFICATIONS.....	11
SECTION 8: CANCELLATION / TERMINATION	12
SECTION 9: SUBCONTRACTOR OBLIGATIONS.....	12
SECTION 10: DATA COLLECTION AND PERFORMANCE.....	13
SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST	13
SECTION 12: INDEMNIFICATION.....	14
SECTION 13: DISPUTES/APPLICABLE LAWS	14
13.1 Disputes	14
13.2 Applicable Laws	15
SECTION 14: CERTIFICATIONS.....	15
SECTION 15: RECORDS AND RECORD KEEPING.....	17
SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION.....	17
SECTION 17: RECOVERY OF OVERPAYMENTS	17
SECTION 18: BEST EFFORTS	18
LIST OF ATTACHMENTS.....	19
Attachment A - Standard Subcontract Terms and Conditions	
Attachment B - Special Terms and Conditions	
Attachment C - Statement of Work	
Attachment D - Rate Schedule	
Attachment E - Intentionally Left Blank	
Attachment F - Special Real Estate Requirements	
Attachment G - Subcontractor Certification	
Exhibit G - Executive Order Sanction Notification	

SECTION 1. PRIVACY OF CONTRACT

This Agreement is funded in whole with funds from the State of California Department of Health Care Services ("DHCS" or "Client") through DHCS's BHBH Program. Neither the DHCS nor any of its departments, agencies, or employees is or will be a party to this Agreement or any lower tier subcontract/consulting arrangement. No privity between DHCS and Subcontractor is established by this Agreement, and no privity exists between AHP, DHCS and Subcontractor under the Prime Contract.

SECTION 2. NATURE OF THE SUBCONTRACT

2.1 Type of Subcontract

This is a **Deliverable Based-type Subcontract Agreement**. Subcontractor's account system must be capable of allocating and segregating costs applicable to this Subcontract Agreement.

2.2 Funding

All amounts under this Subcontract Agreement reference US dollars. No costs will be incurred except those specifically proposed by the Subcontractor to and approved by AHP in the Subcontractor's Statement of Work, specified in **Attachment C** ("SOW"), and Subcontractor shall perform the work within the funding allocations/budget/rates, specified in **Attachment D** ("Rate Schedule").

This Subcontract Agreement is entered into, and the obligation to fund is made, based upon the appropriation under the Prime Contract. Should this appropriation or any funds allocated to the Prime Contract be reduced subsequent to entering into this Subcontract Agreement or should the scope of the SOW be redirected by AHP or DHCS so as to affect the work envisioned to be subcontracted, AHP shall have the right to reduce the funds allocated to the Subcontractor pursuant to this Subcontract Agreement or cease to provide funding to the extent that funds are no longer available under the Prime Contract to affect a termination (at its sole discretion) pursuant to the termination provisions of Section 8 of this Agreement.

2.3 Subcontractor's Application This Agreement hereby incorporates by reference, the Request for Applications ("RFA"), Subcontractor's application in response to the RFA (the "Application") and Subcontractor's BHBH Program Plan or DHCS approved Program Plan update, including any associated budget, or DHCS approved associated budget update, incorporated in the BHBH Program Plan. Subcontractor shall comply with the terms and conditions outlined in the RFA, the Application, and Subcontractor's DHCS approved BHBH Program Plan or Program Plan update, including any associated budget, or DHCS approved budget update, incorporated therein.

Total funds currently available for payment and allotted to this Subcontract Agreement are NOT TO EXCEED (NTE) **ONE MILLION, TWO HUNDRED TWENTY-NINE THOUSAND, NINE HUNDRED FORTY-SIX DOLLARS (\$1,229,946.00)**.

SECTION 3. SUBCONTRACTOR PERFORMANCE AND DELIVERY

3.1 Period of Performance

The Base performance period is _____, through June 30, 2027, unless sooner terminated in accordance with the terms of this Subcontract Agreement. Any extensions to the period of performance will be supported by a written modification to the Subcontract Agreement, and any changes or additions to the Agreement's SOW deliverables/days of performance shall be determined at that time.

BHBH Program funding must be spent no later than June 30, 2027. BHA funding will be monitored and paid through reimbursement invoicing, based on the achievement of identified milestones provided through required reporting, as outlined below. Changes to the BHBH Program Plan, including the timeline, and budget modifications will be accepted only by written request and must be approved by DHCS. BHA progress will be reviewed annually. If a county BHA is not on track to meet funding deliverables and spend its full contracted amount, DHCS reserves the right to redistribute those grant funds to other eligible county BHAs.

Whenever Subcontractor knows, or reasonably should know, that any actual or potential condition is under delay, or threatens to be under delay, of the timely performance of work, it shall, within ten (10) calendar days, provide AHP with written notice, including all relevant information with respect to the condition(s) and delay.

3.2 Time of the Essence

TIME IS OF THE ESSENCE in Subcontractor's performance of its obligations under this Agreement.

3.3 Delivery Schedule

Satisfactory performance of deliverables shall be deemed to occur upon delivery and acceptance by the Project Director or another appointed AHP Staff ("Staff") of the items as described in the SOW. All deliverables shall be submitted as directed by the Project Director or Staff. In no event shall Subcontractor submit a deliverable directly to the DHCS unless specifically directed to do so by the Project Director/AHP Direct Staff Contact or his/her designee or DHCS.

Upon request, a copy of all written deliverables shall also be delivered to:

Reshma Ryan, Acting General Council
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
legalnotices@ahpnet.com / (978) 443-0055

3.4 BHBH Program Plan; Reporting and Monitoring

Upon receipt of notice that a Subcontractor's Application is approved, the Subcontractor shall submit its BHBH Program Plan to AHP together with its SOW and payment Schedule as addendum for this Subcontract Agreement. The BHBH Program Plan must include the minimum County BHA program requirements as set forth by DHCS, the RFA, the BHBH Program Plan, and all other applicable local, state, and federal laws (collectively, the "Program Requirements"). The BHBH Program Plan shall include a monitoring and reporting plan that the Subcontractor is responsible for implementing.

Any amendment to the BHBH Program Plan must be submitted to AHP in writing and AHP will forward to DHCS for approval. AHP shall notify the Subcontractor of DHCS' approval or disapproval of any amendment within fifteen (15) days of receipt of such approval or disapproval. No amendment to the BHBH Program Plan shall be valid until DHCS approves the same. The previously approved BHBH Program Plan shall remain in effect until approval is communicated to the Subcontractor by AHP in accordance with the notice provisions of this Subcontract Agreement. Any approved amended BHBH Program Plan shall be incorporated into this Agreement upon such approval.

The Subcontractor shall comply with all reporting and monitoring requirements in the BHBH Program Plan, Program Requirements, or as directed by AHP and DHCS.

SECTION 4. STATEMENT OF WORK / START-UP INFRASTRUCTURE

a) This Agreement is entered under the authority of and in furtherance of the BHBH Program and the RFA issued by DHCS and the Subcontractor's Application. In addition, this Agreement hereby incorporates by reference the Subcontractor's approved Application, BHBH Program Plan, any DHCS approved BHBH Program Plan update, budget, any DHCS approved budget update, and any report submitted by Subcontractor which has relied upon by AHP.

b) The Seventy-five percent (75%) of BHBH Program funding must be used for the costs of operating bridge housing, including shelter and interim housing, rental assistance, auxiliary funding for assisted living settings and housing navigation. Up to twenty-five percent (25%) may be used for (i) Program Implementation, (ii) outreach and engagement, and/or (iii) bridge housing infrastructure start-up costs.

i. Bridge housing infrastructure start-up funding shall be limited to Seventy-five Thousand Dollars (\$75,000) per bed and shall not exceed twenty-five percent (25%) of the total amount of BHBH program funds awarded under this Agreement. All bridge housing infrastructure start-up activities must be complete, and beds made available within one (1) year of execution of this Agreement. The foregoing notwithstanding, DCHS has agreed to waive the one-year requirement for Phase 2 of the Subcontractor's BHBH Program Plan through AHP, provided, that, substantial documentation regarding the ability of the Subcontractor to perform Phase 2 in a timely fashion has been produced to the reasonable satisfaction of AHP and DHCS. Subcontractor shall provide a schedule that demonstrates that the BHBH Project can be completed within the allowable timeline.

ii. If the BHBH Program Plan requires the utilization of BHBH Program funds for the acquisition (or renovation) of real estate, then Subcontractor shall obtain the preapproval

of DHCS, through AHP, and shall provide AHP with evidence of site control. "Site control" shall mean deeded ownership, executed purchase and sale agreement, or other binding agreement to the satisfaction of AHP.

iii. Subcontractor is eligible to receive up to ninety percent (90%) of the costs of acquisition up front upon meeting site control documentation requirements set forth in this Section 4. Upon reconciliation of the expenditure of these up-front funds, Subcontractor is then eligible to receive the balance of the BHBH Program funds for acquisition with reconciliation upon completion of the acquisition.

iv. If the BHBH Program Plan requires funds addressing the renovation of real estate, BHAs are eligible to receive up to fifty percent (50%) of the costs up front upon presentation of documentation that substantiates the expenditure. Upon reconciliation of the expenditure of these up-front funds, the BHA is then eligible to receive the next forty percent (40%) of renovation costs upon the reconciliation of same and a so called "desk review" conducted for all expenditures up to ninety percent (90%), with the balance of the BHBH Program funds with reconciliation upon completion of the remaining expenditures and project completion. Desk reviews under this Agreement shall be inclusive of the documentation required to be retained by the BHA and a random sampling of invoices/charges for expenditures.

v. In order to meet the one (1) year completion requirement, Subcontractor may begin incurring expenses (at its own risk) for reimbursement upon receipt of conditional award by DHCS.

c) For all other BHBH Program Plans, funding will be obtained in increments of twenty-five percent (25%) upon meeting the documentation requirements required by DHCS. BHBH Program projects are subject to review, annually, at AHP's and/or DHCS's sole determination.

d) The Subcontractor's BHBH Program funds as set forth herein shall be used solely for the purposes set forth within this Agreement, the BHBH Program Plan and as detailed in the SOW, contained herein. The Subcontractor shall be solely responsible for any costs to complete the BHBH Program Plan in excess of the funds awarded herein and as set forth in **Attachment D**. The Subcontractor shall return any excess or remaining BHBH Program funds to AHP who will then return them to the State of California upon completion of its BHBH Program Plan.

e) Subcontractor is solely liable and responsible for any increases in costs that exceed those awarded to the Subcontractor under the BHBH Program. In the event costs exceed the funds the Subcontractor has available for its BHBH Program Project, the Subcontractor shall provide a financial plan, to AHP for its review for an increase to its BHBH Program funds within thirty (30) days of having to pay for these additional costs. AHP, at the sole discretion of DHCS, will either approve or deny Subcontractor's request. Neither DHCS nor AHP are obligated to approve any request to increase funding and shall not be liable or responsible for any increased costs necessary for the Subcontractor to complete the BHBH Program Plan.

f) In the event AHP or DHCS determines the BHBH Program is behind schedule and/or may not meet funding deliverables, based upon the monitoring reports submitted by Subcontractor, AHP, at the sole discretion of DHCS, may refuse to disburse additional Program Funds and reduce the amount of the Program Funds.

g) Subcontractor, or any lower-tiered subcontractor or independent consultant, is solely responsible and liable for the Subcontractor's or any lower-tiered subcontractor or independent consultants, performance and compliance with the terms and conditions within this Agreement, and the BHBH Program requirements.

h) AHP reserves the right to subcontract with a third party in order to review and validate any requests for funding, site visits, inspections, reviews, or other items, AHP deems necessary and shall notify Subcontractor of the same.

i) Subcontractor shall maintain an internal quality control program adequate to ensure that the requirements of this Agreement are fully satisfied throughout the term of this Agreement. The work of the Subcontractor and any of its subcontractors and consultants shall be performed in accordance with high standards of professional skill.

SECTION 5. SUBCONTRACTOR TRAVEL

a) Travel ☒ is authorized under this Subcontract Agreement.

b) Travel ☐ is not authorized under this Subcontract Agreement.

Please refer to "Travel and Per Diem Reimbursement" provisions set forth in **Attachment B**.

SECTION 6. CONTRACT ADMINISTRATION DATA

6.1 Contractor Representatives:

The following individual is designated as AHP's Contracting Officer, and is authorized to direct or negotiate any changes in the SOW, modify or extend the period of performance, change the delivery schedule, authorize reimbursement to Subcontractor of any costs incurred during the performance of this Agreement, or otherwise change any terms and conditions of this Agreement:

Reshma Ryan, Acting General Council
Advocates for Human Potential, Inc.
490-B Boston Post Road, Sudbury, MA 01776
legalnotices@ahpnet.com / (978) 443-0055

The following individual(s) is/are designated for purposes of administering the contractual progress of the Agreement, and for purposes of providing technical direction and guidance:

AHP Direct Staff Contact: Deborah Werner, Project Director
131 N. El Molino, Suite 380, Pasadena, CA 91101
Tel: 818-999-6985 (o) / dwerner@ahpnet.com

6.2 Subcontractor Representatives:

The following individual is designated as Subcontractor's Contracting Officer and is authorized to conduct business, negotiate modifications and changes to any terms and conditions of this Agreement:

Name/Title

Email/Phone

The following individual is designated as Subcontractor's Project Manager for purposes of administering this Agreement:

Name/Title

Email/Phone

6.3 Compensation, Billing Instructions, and Payment

- a) This is a Deliverables Based Subcontract Agreement, with a not to exceed ("NTE") amount of **ONE MILLION, TWO HUNDRED TWENTY-NINE THOUSAND, NINE HUNDRED FORTY-SIX DOLLARS (\$1,229,946.00)**. Subcontractor shall be paid in accordance with **Attachment D**. In addition, all Subcontractor costs are subject to allowability and reasonableness, and any restrictions contained in the Prime Contract.
- b) Invoices shall be submitted per **Attachments C and D**, no more frequently than quarterly, submitted on letterhead, and shall provide sufficient detail, including at least the following information on each invoice:
 - i. Subcontractor's Name
 - ii. Subcontractor's TIN/EIN
 - iii. Subcontract Agreement ID: **20456-CA BHBH-MONO-01**
 - iv. Invoice No.
 - v. Invoice Date
 - vi. **AHP's Project & Billing Number(s) applicable to the tasks/deliverables invoiced, as per the SOW, attached.**
 - vii. Amount Due on the Invoice.

- viii. Other substantiating documentation or information as may be requested by AHP.
 - ix. An original signature of an authorized official of Subcontractor, with the following certification: "I hereby certify that all payments requested are for appropriate purposes and in accordance with the terms and conditions set forth in the Agreement between the Parties."
 - x. Name/title/telephone number of the person to contact in case of questions about the invoice.
 - xi. Name, title, phone number, and mailing address of official to whom payment is to be sent.
- c) The cost of overnight or courier delivery of invoices are not reimbursable under this Subcontract.
- d) Invoices shall be sent electronically to: AP2@AHPNET.COM. Upon receipt of an Invoice, proper in form, and accepted and approved by AHP (***approval of the Invoice shall mean that AHP's Project Director or assigned AHP staff has reviewed, accepted, and signed the Invoice***), payment shall be remitted within fifteen (15) business days after receipt of undisputed invoice. All payment questions shall be addressed to AHP Accounts Payable at (978) 443-0055.
- e) Subcontractor's right to payment shall be contingent upon AHP's review of the Invoices and backup documentation provided for in this Agreement, together with any attachments, and that the review shall demonstrate the achievement of satisfactory performance against the SOW in **Attachment C** and the BHBH Program Plan. Should Subcontractor's lack of satisfactory performance endanger Subcontractor's ability to complete the BHBH Program Plan and SOW, a cure notice shall be issued to Subcontractor. Subcontractor shall respond in five (5) business days with a plan to cure such notice. Should the cure not be feasible, or if the cure fails within the agreed upon time frame, AHP may terminate the Subcontract Agreement immediately upon written notice.
- f) Supporting Documentation: Subcontractor shall provide such supporting documentation for invoices as may be requested by AHP, or as may be necessary for compliance with AHP's billing to the Client.
- g) In satisfaction of the Subcontractor's obligation to complete the task(s) called for in **Attachment C, "Statement of Work,"** the Subcontractor shall provide the deliverable(s) specified within the period of performance of this Agreement. If, at any time, Subcontractor falls behind meeting the funding deliverables, disbursement of BHBH Program funds may be discontinued, and Subcontractor may not be entitled to any further disbursements of BHBH Program funds, at the sole discretion of DHCS, subject to any applicable notice and cure provisions.
- h) Upon budget approval for all bridge housing infrastructure start-up costs, and an approved budget for BHBH Program Plan project, or any DHCS approved updates to those documents, AHP and DHCS may fund those costs based upon the two options described below:
- i. Reimbursement for costs, submitted to AHP by invoice, incurred by Subcontractor

that shall require approval by AHP. Subcontractor shall also submit reports and photos documenting the Program's progress; or

- ii. Advance payments in accordance with the approved BHBH Program funds and milestone schedules set forth in Section 4, above. Funds shall be disbursed upon AHP receiving and approving a cost reimbursement form from the Subcontract, together with any other reasonable documentation requested by AHP.

6.4 Final Payment and Closeout

Subcontractor must invoice for all final costs within ninety (90) days following completion of this Agreement and will provide all documentation necessary for a timely closeout of this Agreement including the submission of a "Final Invoice," a "Release of Claims," "Assignment of Refunds," and/or other closeout documents as may be required or reasonably requested by AHP. Payment of the Final Invoice may be withheld, pending completion and acceptance by AHP of all work performed, submission of all required documentation and/or substantiation of all work performed or delivered, and submission of all required administrative forms and technical reports. These rights and obligations shall survive the termination of this Subcontract Agreement.

SECTION 7: CHANGES AND MODIFICATIONS

- a) Changes to this Agreement shall not be binding unless mutually agreed in writing, signed by both Parties'. No handwritten changes shall be effective unless initialed by each Contracting Officer.
- b) If any change causes an increase or decrease in the budgeted cost for performance of any part of the work under this Agreement, Subcontractor shall propose a new budget. Upon AHP and DHCS' approval of the revised budget, AHP shall issue a notice to the Subcontractor containing that revised budget. Subcontractor must assert any claim for adjustment under this clause within thirty (30) days from the date of receipt. If the Subcontractor fails to assert a claim for adjustment within thirty (30) days or if the Subcontractor does not have any claims for adjustment to assert, then the DHCS approved revised budget shall be incorporated into this Subcontract by reference, as so amended and accepted, and the Subcontractor shall comply with the terms of that DHCS approved revised budget, as if set forth in the original budget and a part of the original Attachment to this Subcontract.
- c) Failure to obtain approval under Section 7 of any adjustment on a timely request that is submitted within the thirty (30) day period allowed shall be deemed a dispute concerning a question of fact within the meaning of Section 13 of this Subcontract Agreement entitled "Disputes/Applicable Laws," below. Notwithstanding any failure to agree to any such adjustment, Subcontractor shall diligently proceed with the work as changed.
- d) AHP and/or DHCS may request additional Subcontractor documentation, signatures, missing items, or omitted information during the response review process. AHP and/or DHCS will advise the Subcontractor verbally, by fax, email or in writing of any documentation that is required and the submission timeline. Subcontractor's failure to submit the required documentation by the date and time indicated may cause AHP or DHCS to deem a response nonresponsive and eliminate it from further consideration.
- e) The foregoing notwithstanding, should either Party desire during the term of this Agreement to change or modify a term, such changes or modifications shall be proposed in writing to the

other Party, who will respond in writing within thirty (30) days of receipt as to whether the proposed change/modification is accepted or rejected. If accepted and after negotiations are concluded, the agreed upon changes shall be made consistent with the provisions of Section 7.

SECTION 8: CANCELLATION / TERMINATION

- a) AHP may terminate this Agreement upon thirty (30) days' notice if the Prime Contract is terminated by DHCS, if any breach under this Subcontract Agreement remains uncured per the provisions hereunder and/or if AHP is directed by DHCS to terminate this Agreement.
- b) Upon receipt of a notice of termination or cancellation from AHP, Subcontractor shall take immediate steps to stop performance and to cancel or reduce subsequent contract costs.
- c) The Subcontractor shall be entitled to payment from all allowable costs authorized under this Agreement and incurred up to the date of termination or cancellation, including authorized non-cancelable obligations, provided such expenses do not exceed the stated maximum amounts payable. Upon termination of this Agreement for any reason, neither AHP nor DHCS shall be liable for any work that is not performed in accordance with this Agreement.

SECTION 9: SUBCONTRACTOR OBLIGATIONS

9.1 Subcontractor shall comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Subcontractor's performance under this Agreement.

9.2 Subcontractor shall comply with all Program Requirements, including any related DHCS guidance, regulations, and/or subsequent additions or amendments thereto. Should these requirements change through state and/or federal statute or regulations, the Subcontractor shall maintain compliance with those requirements, as directed by AHP.

9.3 AHP may perform inspections, review procedures, documents pertaining to the SOW, the BHBH Program Plan and other elements of this Agreement, perform on-site visits, desk reviews to ensure Subcontractor's compliance with Sections 9.1 and 9.2, above, as well as protect against fraud, waste, and abuse.

9.4 In the event Subcontractor does not comply with Sections 9.1 and 9.2, above, AHP shall give notice in accordance with this Agreement and have all of the rights set forth in Section 8, above, and within the entirety of this Agreement.

9.5 Upon AHP's request or upon a determination of DHCS', Subcontractor shall allow DHCS and AHP to review Subcontractor's records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement to ensure funds were properly charged.

SECTION 10: DATA COLLECTION AND PERFORMANCE

10.1 Subcontractor is subject to any data collection and reporting requirements set forth by the Prime Contract when conveyed to the Subcontractor by AHP. Subcontractor shall provide supporting documentation as may be requested by AHP, or as may be necessary for compliance

with AHP's obligations to DHCS. Additionally, Subcontractor shall comply with all reporting and monitoring requirements set forth in the BHBH Program Plan and the Program Requirements. The foregoing data collection and reporting requirements as well as the reporting and monitoring requirements herein are in addition to, and not in substitution of, any and all requirements set forth in this Agreement and this

Section 10.1 is not intended to limit or reduce such requirements previously set forth in this Agreement.

10.2 Monitoring and Site Inspection

- a) The Subcontractor shall be subject to monitoring by AHP and/or DHCS for compliance with the provisions of this Agreement. Such monitoring activities shall include, but are not limited to, inspection of the Subcontractor's procedures, books, and records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement, as AHP and/or DHCS deem appropriate. AHP and/or DHCS may conduct monitoring activities at any time during the Subcontractor's normal business hours.
- b) AHP and/or DHCS may conduct reviews of the Subcontractor's records pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement to determine if any of the claimed expenditures were an improper use of funds.
- c) The refusal of Subcontractor to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for AHP to complete its monitoring and inspection activities in accordance with this Section 10 constitutes an express and immediate material breach of this Agreement and will be a sufficient basis to terminate this Subcontract Agreement for cause pursuant to Section 8.

SECTION 11: ORGANIZATIONAL CONFLICT OF INTEREST

Subcontractor warrants to the best of its knowledge and belief at this time, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest ("OCI"), as defined in Federal Acquisition Regulations ("FAR") Subpart 9.5, or that Subcontractor has disclosed all such relevant information, and will disclose any actual or potential OCI that is discovered, including a description of activities that Subcontractor has taken or proposes to take, after consultation with the AHP

Contracting Officer, to avoid the conflict. During the term of this Agreement, Subcontractor shall not enter into other contracts or arrangements or otherwise engage in work that will conflict with the Parties' relationship of trust and cooperation or that may otherwise conflict with the Subcontractor's obligations pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements of the BHBH Program and this Agreement.

SECTION 12: INDEMNIFICATION

- a) Subcontractor shall indemnify and hold harmless AHP and DHCS and their officers, employees and agents for any costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements, or penalties, against all liabilities, claims, suits, demands or liens for damages to persons or property ("Claims," unless such Claims arise from the gross negligence or willful misconduct of AHP or DHCS), arising out of, resulting from, or relating to, the following:
- i. Any act, omission, or statement of the Subcontractor, or any person employed by or engaged under contract with the Subcontractor that results in injury (including death), loss, or damage to any person or property;
 - ii. Any failure on the part of the Subcontractor to comply with applicable government requirements and requirements of law;
 - iii. The failure to maintain the insurance policies required by this Subcontract Agreement, or the work performed, inclusive of Intellectual Property infringement, if applicable, under this Subcontract Agreement. Insurance coverage that may be required shall in no way lessen or limit the liability of Subcontractor under the terms of this obligation;
 - iv. Any failure on the part of the Subcontractor to satisfy all claims for labor, equipment, materials, and other obligations relating to the performance of the work hereunder;
 - v. Any injury to property or person occurring on or about the infrastructure or the property of Subcontractor;
 - vi. Any actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark, or copyright, arising out of the performance of this Agreement, provided the Subcontractor is reasonably notified of such claims and proceedings; and
 - vii. Any actual or alleged unauthorized use or disclosure of any trade secret, confidential information or other proprietary interest, work product, or other information owned by the Government, DHCS or AHP under the terms of this Agreement.
- b) Subcontractor shall indemnify under this Section 12 for any of the above acts attributable to its employees, consultants, agents, and/or lower-tiered subcontractors/independent consultants engaged in performance of the work under this Agreement.
- c) This indemnification shall survive the expiration or termination of the Agreement.

SECTION 13: DISPUTES/APPLICABLE LAWS

13.1 Disputes

Any dispute arising out of, or relating to, this Agreement that is not resolved by the good faith efforts of the Parties, shall be settled by submission to a panel consisting of one arbitrator under the Commercial Rules of the American Arbitration Association (AAA"). The Parties shall bear equally the costs assessed by the AAA, and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. Venue for the arbitration shall be in Mono County, California. The decision of the arbitrator shall be final, conclusive, and unappealable, except in the event of fraud or the arbitrator's failure to disclose a

material conflict of interest. The prevailing Party, in addition to any damages awarded by the arbitrator, shall be entitled to costs and reasonable attorneys' fees, the amount of which shall be determined by the arbitrator, in the event the Parties are unable to agree.

In the event of a dispute, the Parties shall first try to resolve the dispute by escalating it to higher levels of management to negotiate in good faith. If negotiations are unsuccessful, any controversy, dispute or disagreement arising out of or relating to this Agreement, its breach, or its subject matter, shall be conducted in a court of competent jurisdiction in Mono County, California. Any party bringing an action must comply with all applicable laws relating to claims against public entities, including the time limitations and manner of claim presentation prescribed by Chapter 2, commencing with Section 910 of Part 3 (Claims Against Public Entities) of Division 3.6 of Title 1 of the California Government Claims Act.

If a Party checks the box, then the provisions of Arbitration before the Commercial Rules of the AAA are inapplicable.

13.2 Applicable Laws

Subcontractor agrees to comply with the applicable provisions of federal, state, and local laws or ordinances, and all orders, rules, and regulations issued thereunder, and in such a manner that the name of the other party will not be discredited. Where a FAR provision or clause, or any other federal statute, regulation, or clause is incorporated in or applicable to this Agreement or work being performed under it, federal law shall govern the interpretation and application thereof. If federal law is not applicable, the appropriate law of the State of California shall apply, exclusive of that body of laws known as conflicts of law. This Section 13 shall survive the expiration or termination of the Subcontract Agreement.

- a) If the Subcontractor fails to comply with federal statutes, regulations, or terms and conditions of this Agreement, AHP may impose additional conditions on the Subcontractor, including:
 - i. Withholding authority to proceed to the next phase until receipt of evidence acceptable of performance within a given performance period
 - ii. Requiring additional or more detailed financial reports;
 - iii. Requiring technical or management assistance; and/or
 - iv. Establishing additional prior approvals.
- b) In the event AHP and/or DHCS determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, AHP may take one or more of the following actions:
 - i. Temporarily withhold cash payments pending correction of the deficiency by the Subcontractor.
 - ii. Disallow all or part of the cost of the activity or action not in compliance.
 - iii. Wholly or partly suspend the Subcontract Agreement activities or terminate the Subcontract Agreement.

- iv. Withhold entering into further agreements for the BHBH Program.
- v. Take any and all other remedies that may be legally available.

SECTION 14: CERTIFICATIONS

By signature to this Subcontract Agreement, Subcontractor makes the following Representations and Certifications:

- a) Debarment and Suspension: Neither Subcontractor nor any of its principals is presently debarred, suspended, proposed for debarment, declared ineligible nor voluntarily excluded by any Federal department or agency from participating in transactions. Any change in the debarred or suspended status of the Subcontractor (or of its principals) during the life of this Subcontract Agreement will be reported immediately to AHP. Subcontractor shall incorporate this Debarment and Suspension certification into any subcontract that it may enter into as a part of this Subcontract.
- b) Prohibition To Perform Duties: Subcontractor is not prohibited, precluded, or restricted from performing the duties required under the SOW and the BHBH Program Plan, due to previous employment obligations, restrictions, commitments, or agreements that Subcontractor has with any other federal, state, and local government agency.
- c) Federal Civil Rights Act/Equal Opportunity: Subcontractor will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, and will not discriminate against any employee or applicant for employment because of age, race, religion, creed, color, sex, or national origin.
- d) Labor Laws: Subcontractor certifies that it complies with all applicable labor laws, including, but not limited to, the Walsh-Healy Act and the Contract Work Hours and Safety Standards Act (41 U.S.C. 51-58) regarding overtime compensation.
- e) Americans with Disabilities Act: Subcontractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement shall comply with the accessibility requirements of Section 508 of the Rehabilitation Act and Americans with Disabilities Act of 1973 as amended (29 U.S.C 794(d)) and regulations implementing that Act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code section 11135 codifies section 508 of the ACT requiring accessibility of electronic and information technology.
- f) Employee Compliance: Subcontractor will require all employees, entities and individuals providing services in connection with the performance of this Subcontract to comply with the provisions of this Agreement and with all Federal, State, and local laws and regulations in connection with this work.
- g) Code of Ethics: Subcontractor has a Code of Ethics addressing at least the following areas: accurate accounting records and reporting; gifts and entertainment to Government customers; hiring of former government employees; protection of Government proprietary and source selection information; extending and receiving business courtesies; and personal and organization conflicts of interest.
- h) Age Discrimination Act of 1975 (45 CFR Part 90).
- i) Section 1557 of the Affordable Care Act.
- j) Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2
- k) CFR Part 175.

- l) Clean Air Act (42 USC 7401-7671q) and the Federal Water Pollution Control ACT (33 USC 1251-1387), as amended.
- m) Byrd Anti-Lobbying Amendment (31 USC 1352): The Subcontractor shall certify to DHCS that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an office or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Subcontractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal Award.
- n) Confidentiality of Substance Use Disorder Patient Records: (42 CFR Part 2, Subparts A-E). The Subcontractor shall comply with the regulation set forth in 42 CFR Part 2, Subparts A-E, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

SECTION 15: RECORDS AND RECORD KEEPING

- a) The Subcontractor shall retain all financial records, supporting documents, statistical records, and all other pertinent records in accordance with 45 CFR Section 75.361.
- b) AHP, SAMHSA, the Inspector General, the Controller General, and DHCS, as applicable, or any of its authorized representatives, have the right to access any pertinent documents, papers, or other records of the Subcontractor pertaining to the BHBH Program Requirements, this Agreement, including without limitation, the SOW, the BHBH Program Plan, and any other elements includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents of the BHBH Program and this Agreement, for the purpose of performing audits, examinations, excerpts, and transcripts. The right to access records also includes timely and reasonable access to the Subcontractor's personnel for the purpose of interview and discussion related to the requested documents.
- c) The right to access records is not limited to the required retention period but lasts as long as the records are retained by the Subcontractor.

SECTION 16: EXPENSE ALLOWABILITY/FISCAL DOCUMENTATION

- a) Invoices, received from a Subcontractor and accepted and/or submitted for payment by AHP, shall not be deemed evidence of allowable agreement costs under this Subcontractor Agreement.
- b) The Subcontractor shall maintain for review and audit and supply to AHP upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
- c) If the allowability or appropriateness of an expense cannot be determined by AHP because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by AHP. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

- d) Costs and/or expenses deemed unallowable are subject to recovery by AHP. See Section 17, "Recovery of Overpayments," below, for more information.

SECTION 17: RECOVERY OF OVERPAYMENTS

- a) Subcontractor agrees that claims based upon a contractual agreement or an audit finding and/or an audit finding that is appealed and upheld, will be recovered by AHP by one of the following options:
- i. Subcontractor's remittance to AHP of the full amount of the audit exception within thirty (30) days following AHP request for payment; or
 - ii. A repayment schedule which is agreeable to both AHP and the Subcontractor.
- b) AHP reserves the right to select which option will be employed and the Subcontractor will be notified by AHP in writing of the claim procedure to be utilized.
- c) Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the California State Treasurer's Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Subcontractor, beginning thirty (30) days after the Subcontractor's receipt of AHP's demand for repayment.
- d) If the Subcontractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Subcontractor loses the final administrative appeal, the Subcontractor shall repay, to AHP, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Subcontractor's first receipt of AHP's notice requesting reimbursement of questioned audit costs or disallowed expenses.

SECTION 18: BEST EFFORTS

During the term of this Agreement, Subcontractor shall use Best Efforts in order to satisfy all the requirements of the Work to be performed under this Agreement, **Attachment C**, and the BHBH Program Plan.

THIS AGREEMENT CONSISTS OF NINETEEN (19) TYPEWRITTEN PAGES, TOGETHER WITH THE ATTACHMENTS IDENTIFIED BEOW ON PAGE 20 ("LIST OF ATTACHMENTS") AND COMMENCING ON PAGE 21 WITH ATTACHMENT A, STANDARD SUBCONTRACT TERMS AND CONDITIONS, AND ALL OF WHICH ARE HERBY INCORPORATED INTO THIS SUBCONTRACT AGREEMENT.

LIST OF ATTACHMENTS

<u>TITLE</u>	<u>No. of Pages</u>
Attachment A – Standard Subcontract Terms and Conditions	1
Attachment B – Special Terms and Conditions	25
Attachment C – Statement of Work	1
Attachment D – Rate Schedule	1
Attachment E – Intentionally Left Blank	1
Attachment F – Special Real Estate Requirements	7
Attachment G – Subcontractor Certification	7
Exhibit G – EO Sanction Notification	1

ATTACHMENT A-STANDARD SUBCONTRACT TERMS AND CONDITIONS

Headings: Headings are for convenience of reference only and shall in no way affect interpretation of this Agreement.

Independent Contractor: Subcontractor is engaged as an independent contractor, and this Agreement shall not be construed as creating any other relationship. Subcontractor shall comply with all laws and assume all risks incident to its status as independent contractor, and necessary to comply with specific requirements of this Agreement, including, but not limited to, payment of all applicable federal/state income taxes, associated payroll/business taxes, and licenses and fees, as applicable.

No Agency: Subcontractor, its employees, agents or assigns, shall not represent, act or purport to act, or be deemed to be an agent, representative, or employee of AHP, or commit or obligate AHP to any other person or party.

No Assignment: This Agreement, or any duties/obligations imposed shall not be assigned, delegated, or otherwise transferred.

Changes to be Made in Writing: Unless otherwise specified that AHP may make a unilateral modification, no understanding, agreement, modification, change order, or other matter affecting this Subcontract shall be binding, unless in writing, signed by both Parties' Contracting Officer. No handwritten changes shall be effective unless initialed by each Contracting Officer.

Limitation of Liability upon Termination: AHP's maximum aggregate liability to Subcontractor is limited to the total dollar amount of work properly performed by Subcontractor up to the effective date of termination, together with any *authorized* travel, or *authorized* expenses incurred under the Subcontract that cannot be canceled. AHP is not liable for any special, indirect, incidental, consequential, or punitive damages, nor for any loss of goodwill, profits, data, or loss of use arising out of, resulting from, or in any way connected with the performance or breach of this Subcontract, even if advised of the possibility of such damages.

Force Majeure: Neither Party shall be liable to the other for loss or damages due to failure or delay in rendering performance caused by circumstances beyond its reasonable control, if such failure could not have been overcome by the exercise of due diligence, due care, or foresight. Causes may include, but are not limited to, acts of God or a public enemy; wars; acts of terrorism; riots; fires; floods; epidemics; quarantine restrictions; labor disputes; strikes; defaults of subcontractors/vendors; failure/delays in transportation; unforeseen freight embargoes; unusually severe weather; or any law/order/regulation/request of a state or local governmental entity, the US Government, or of any agency, court, commission, or other instrumentality of any such governments. Times of performance under this Agreement may be appropriately extended for excused delays if the Party whose performance is affected promptly notifies the other of the existence and nature of such delay.

Scientific Misconduct: Subcontractor shall immediately report to AHP any instance of scientific misconduct or fraud related to performance of work under this Agreement.

Notices: Notices shall be in writing, sent by USPS Certified Mail-RRR, in electronic form or any overnight delivery/courier service, and notice shall be deemed given when personally delivered, (or three (3) days after being sent by prepaid certified U.S. mail).

Litigation: Subcontractor shall provide written notice to AHP of any litigation that relates to this Subcontract, or that has the potential to impair its ability to fulfill this Contract, including but not limited to. Financial, legal, or other situations. **Publicity:** Without prior written approval of the other, neither Party shall use the other's name or make reference to the other Party or any of its employees in publications, news releases, advertising, speeches, technical papers, photographs, sales promotions, or publicity purposes of any form related to this work or data developed hereunder, unless disclosure of such materials is required by legal, accounting, or regulatory requirements beyond the disclosing Party's reasonable control. Use of either Party's name may be made in internal documents, annual reports, proposals, etc. which may identify the existence of the project by title, principal investigator or project director, sponsor, period of funding, amount of award and brief abstract of the project. This section shall survive expiration/termination of this Subcontract Agreement. **Restrictions on Hiring:** During the period of this Agreement, and for a period of two (2) years after its termination, neither Party shall directly or indirectly, induce or solicit (or authorize or assist in the taking of any such actions by any third party) any employee or consultant of the other Party to leave his/her business association with that Party. Parties are not restricted in the right to solicit or recruit generally in the media.

Survival: Except as otherwise stated, sections that by their terms impose continuing obligations or establish continuing rights shall be deemed to survive the expiration/termination of this Subcontract.

Validity and Waiver: The invalidity in whole or in part of any provision of this Agreement shall not affect the validity of other provisions. Waiver of a breach of any provision shall not constitute a waiver of any subsequent breach of that provision, or a breach of any other provision. AHP's failure to enforce any provision of this Agreement shall not be construed as a waiver. Only AHP's Contracting Officer has the authority to waive any term or condition of this Subcontract on behalf of AHP.

Interpretation: This Contract shall be interpreted and construed in accordance with its fair meaning, and not strictly for or against either Party, regardless of who may have drafted it or any specific provision.

Counterparts/Other Instruments: The Parties may execute this Contract in multiple counterparts, each of which is deemed an original and all of which constitute only one agreement. The Parties shall properly make, execute, and deliver such other and further instruments as may be reasonable, necessary, desirable, or convenient to give full force and effect to this Agreement.

Binding Effect: This Agreement shall be binding upon the Parties, their successors, and assigns.

Attachment B

Special Terms and Conditions

(Under DHCS Agreement No. 22-20456-BHBH)

Waiver of Terms and Conditions. It is understood that DHCS may, in its sole discretion, through AHP and the Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment B. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect to any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this Attachment B shall be construed as a waiver of any subsequent terms or provisions herein.

1. Travel and Per Diem Reimbursement
2. Site Inspection
3. Intellectual Property Rights
4. Left intentionally blank
5. Confidentiality of Information
6. Documents, Publications and Written Reports
7. Subcontract Requirements
8. Left intentionally blank
9. Performance Evaluation
10. Progress Reports or Meetings
11. Progress Payment Withholds
12. Left intentionally blank

13. Legal Services Contract Requirements
14. Four-Digit Date Compliance
15. Prohibited Use of State Funds for Software
16. Insurance Requirements
17. Procurement Rules
18. Equipment/Property Ownership / Inventory / Disposition
19. Left intentionally blank
20. Suspension or Stop Work Notification
21. Public Communications
22. Audit and Record Retention

1. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with contract funds.)

Reimbursement for travel and per diem expenses from the Department of Health Care Services (DHCS) under this Agreement shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Subcontractor indicating that such rates are not available to the Subcontractor. No travel outside the State of California shall be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

2. Site Inspection

The State, DHCS or AHP, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Subcontractor or its location being funded by DHCS, Subcontractor, shall provide and shall require any of their Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the work.

3. Intellectual Property Rights

a) Ownership

- i. Except where DHCS has agreed in a signed writing to accept a license, DHCS shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.
- ii. For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
- iii. For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those

final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

- iv. In the performance of this Agreement, Subcontractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Subcontractor may access and utilize certain of DHCS' Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Subcontractor shall not use any of AHP's or DHCS' Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of DHCS. Except as otherwise set forth herein, neither the Subcontractor nor DHCS shall give any ownership interest in or rights to its Intellectual Property to the other Party. If during the term of this Agreement, Subcontractor accesses any third-party Intellectual Property that is licensed to DHCS, Subcontractor agrees to abide by all license and confidentiality restrictions applicable to DHCS in the third- party's license agreement.
- v. Subcontractor agrees to cooperate with AHP and/or DHCS in establishing or maintaining DHCS' exclusive rights in the Intellectual Property, and in assuring DHCS' sole rights against third parties with respect to the Intellectual Property. If the Subcontractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Subcontractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to DHCS all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Subcontractor or DHCS and which result directly or indirectly from this Agreement, or any subcontract entered into by Subcontractor.
- vi. Subcontractor further agrees to assist and cooperate with AHP and/or DHCS in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce DHCS' Intellectual Property rights and interests.

b) Retained Rights / License Rights

- i. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, Subcontractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Subcontractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Subcontractor's

Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Subcontractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

- ii. Nothing in this provision shall restrict, limit, or otherwise prevent Subcontractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Subcontractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of DHCS or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c) Copyright

- i. Subcontractor agrees that for purposes of copyright law, all works [as defined in Section a, subparagraph (2)(a)] of authorship made by or on behalf of Subcontractor in connection with Subcontractor's performance of this Agreement shall be deemed "works made for hire". Subcontractor further agrees that the work of each person utilized by Subcontractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Subcontractor or that person has entered into an agreement with Subcontractor to perform the work. Subcontractor shall enter into a written agreement with any such person that: (i) all work performed for Subcontractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to DHCS to any work product made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement.
- ii. All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement, shall include DHCS' notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2023, etc.], California Department of Health Care Services. This material may not be reproduced or disseminated without prior written permission from the California Department of Health Care Services." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d) Patent Rights

- i. With respect to inventions made by Subcontractor in the performance of this Agreement, which did not result from research and development specifically, included in the Agreement's scope of work, Subcontractor hereby grants to

DHCS a license as described under Paragraph b of this provision for devices or material incorporating, or made through the use of such inventions.

- ii. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Subcontractor agrees to assign to DHCS, without additional compensation, all its right, title, and interest in and to such inventions and to assist DHCS in securing United States and foreign patents with respect thereto.

e) Third-Party Intellectual Property

Except as provided herein, Subcontractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Subcontractor or third party without first: (i) obtaining AHP and DHCS' prior written approval; and (ii) granting to or obtaining for AHP and DHCS, without additional compensation, a license, as described in Paragraph b of this provision, for any of Subcontractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and AHP and DHCS determines that the Intellectual Property should be included in or is required for Subcontractor's performance of this Agreement, Subcontractor shall obtain a license under terms acceptable to AHP and DHCS.

f) Warranties

Subcontractor represents and warrants that:

- i. It is free to enter into and fully perform this Agreement.
- ii. It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- iii. Neither Subcontractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Subcontractor.
- iv. Neither Subcontractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

- v. It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers, or releases from all authors of music or performances used, and talent (radio, television, and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- vi. It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to DHCS in this Agreement.
- vii. It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.
- viii. It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Subcontractor's performance of this Agreement.
- ix. DHCS makes no warranty that the intellectual property resulting from this agreement does not infringe upon any patent, trademark, copyright, or the like, now existing or subsequently issued.

g) Intellectual Property Indemnity

- i. Subcontractor shall indemnify, defend and hold harmless AHP and DHCS and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Subcontractor is a party to any pending or threatened litigation, which arise out of or are related to (1) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Subcontractor pertaining to Intellectual Property; or (2) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of DHCS' use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Subcontractor or DHCS and which result directly or indirectly from this Agreement. This indemnity obligation shall apply

irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. DHCS reserves the right to participate in and/or control, at, any such infringement action brought against DHCS.

- ii. Should any Intellectual Property licensed by the Subcontractor to DHCS under this Agreement become the subject of an Intellectual Property infringement claim, Subcontractor will exercise its authority reasonably and in good faith to preserve DHCS' right to use the licensed Intellectual Property in accordance with this Agreement at no expense to DHCS. DHCS shall have the right to monitor and appear through its own counsel in any such claim or action. In the defense or settlement of the claim, Subcontractor may obtain the right for DHCS to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, DHCS shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.
- iii. Subcontractor agrees that damages alone would be inadequate to compensate AHP or DHCS for breach of any term of this Section 4 by Subcontractor. Subcontractor acknowledges AHP and/or DHCS would suffer irreparable harm in the event of such breach and agrees AHP and/or DHCS shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h) Federal Funding

In any agreement funded in whole or in part by the federal government, DHCS may acquire and maintain the Intellectual Property rights, title, and ownership, which results directly or indirectly from the Agreement; except as provided in 37 Code of Federal Regulations part 401.14; however, the federal government shall have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

i) Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

4. Left intentionally blank

5. Confidentiality of Information

Subcontractor, Lower-tiered Subcontractors, Employees, and Agents:

- (a) The Subcontractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Subcontractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- (b) The Subcontractor and its employees, agents, or subcontractors shall not use such identifying information for any purpose other than carrying out the Subcontractor's obligations under this Agreement.
- (c) The Subcontractor and its employees, agents, or subcontractors shall promptly transmit to the AHP all requests for disclosure of such identifying information not emanating from the client or person.
- (d) The Subcontractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than AHP and/or DHCS without prior written authorization from the AHP, except if disclosure is required by State or Federal law.
- (e) For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- (f) As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

The foregoing notwithstanding, to the extent that the requirements set forth in (a) through (f), above, directly conflict with any federal or state law to which the Subcontractor is subject to, then such federal or state law shall apply.

6. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports, and documents are developed or produced. Government Code Section 7550.)

Any document, publication, or written report (excluding progress reports, financial reports and normal contract communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

7. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Subcontractor enters into or is reimbursed for any subcontract's entered into by Subcontractor for services costing \$5,000 or more. Except as indicated in subparagraph (c) herein, when securing subcontracts for services exceeding \$5,000, the Subcontractor shall obtain at least three bids or justify a sole source award.
- b. The Subcontractor must provide in its request for authorization all information necessary for evaluating the necessity or desirability of incurring such cost. DHCS may identify the information needed to fulfill this requirement.
- c. Subcontracts performed by the entities or for the service types listed below are exempt from the bidding and sole source justification requirements:
 - i. A local governmental entity or the federal government,
 - ii. A State college or State university from any State,
 - iii. A Joint Powers Authority,
 - iv. An auxiliary organization of a California State University or a California Community college,
 - v. A foundation organized to support the Board of Governors of the California Community Colleges,
 - vi. An auxiliary organization of the Student Aid Commission established under Education Code § 69522,
 - vii. Firms or individuals proposed for use and approved by DHCS' funding Program via acceptance of a proposal for funding or pre/post contract award negotiations,
 - viii. Entities and/or service types identified as exempt from advertising and competitive bidding in [State Contracting Manual Chapter 5 Section 5.80 Subsection B.2](#), and
 - ix. Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.
 - x. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

- d. If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or \$50,000, whichever is less and each subcontract is not with an entity or of a service type described in subparagraph (c) of Provision 7 herein, DHCS shall:
 - i. Obtain approval from the Department of General Services to use said subcontracts, or
 - ii. If applicable, obtain a certification from the prime subcontractor indicating that each of the lower-tiered subcontractor's was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or
 - iii. Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.
- e. When the conditions of subparagraph (b) apply, each of Subcontractor's subcontracts that is not with a type of entity or of a service type described in subparagraph (c) of Provision 7 herein, shall not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS shall inform the Subcontractor when DHCS has obtained appropriate approval to use said subcontractors.
- f. AHP and DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Subcontractor to terminate subcontracts entered into in support of this Agreement.
- g. Upon receipt of a written notice from AHP or DHCS requiring the substitution and/or termination of a subcontract, the Subcontractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within thirty (30) calendar days, unless a longer period is agreed to by AHP and DHCS
- h. INTENTIONALLY OMITTED.
- i. INTENTIONALLY OMITTED.
- j. Actual subcontracts (i.e., written agreement between the Subcontractor and another subcontractor) of \$5,000 or more are subject to the prior review and written approval of AHP and DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers shall be confirmed in writing by DHCS.

- k. Subcontractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by DHCS, make copies available for approval, inspection, or audit.
- l. DHCS assumes no responsibility for the payment of Subcontractor's subcontractors used in the performance of the Agreement. Subcontractor accepts sole responsibility for the payment of any of its subcontractors used in the performance of this Agreement.
- m. The Subcontractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- n. When entering into a consulting service agreement with DHCS, the Subcontractor may be required to supply budget detail for each of its subcontractors and/or each major subcontracted activity under this Agreement.
- o. Budget detail format and submission requirements will be determined by DHCS.
- p. Methods of including budget detail in this Agreement, if applicable, will be determined by DHCS.
- q. Any lower-tiered subcontractors' budget detail displayed in this Agreement, or incorporated by reference, is included for information purposes only. Changes to a lower-tiered subcontractor's identity or budget detail shall not require the processing of a formal amendment to this Agreement.
- r. The Subcontractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.
- s. The Subcontractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

“Subcontractor agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from DHCS to the Subcontractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers,

and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.”

- t. Unless otherwise stipulated in writing by DHCS, the Subcontractor shall be its subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.
- u. Subcontractor shall, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this **Attachment B**: 1, 2, 3, 5, 6, 7, 11, 17, 18, 20, and/or other numbered provisions herein that are deemed applicable.

8. Left intentionally blank

9. Performance Evaluation

(Applicable only to consultant service agreements.)

- a) The Subcontractor's performance under this Agreement shall be evaluated at the conclusion of the term of this Agreement. The evaluation shall include, but not be limited to:
- b) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.
- c) Whether the contracted work or services met the quality standards specified in the Agreement.
- d) Whether the Subcontractor fulfilled all requirements of the Agreement.
- e) Factors outside the control of the Subcontractor, which caused difficulties in subcontractor performance. Factors outside the control of the Subcontractor shall not include a Subcontractor's poor performance.
- f) The evaluation of the Subcontractor shall not be a public record.

10. Progress Reports or Meetings

(Applicable only to consultant service agreements.)

- a) Subcontractor shall submit progress reports or attend meetings with state personnel at intervals determined by AHP to determine if the Subcontractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.
- b) At the conclusion of this Agreement and if applicable, Subcontractor shall hold a final meeting at which Subcontractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Subcontractor shall submit a comprehensive final report.

11. Progress Payment Withholds

- a) Progress payments may not be made more frequently than monthly in arrears for work performed and costs incurred in the performance of the Agreement. In the aggregate, progress payments may not exceed Ninety percent (90%) of the total agreement amount, regardless of agreement length.
- b) Ten percent (10%) may be withheld by AHP and/or DHCS from each invoice submitted for reimbursement, under the following conditions:
- c) For services and costs associated with subcontractor and/or lower-tiered subcontractor performance that is considered to be of an ongoing nature or performed continuously throughout the term of the Agreement.
- d) For individual services associated with a specific agreement deliverable that has not yet been received or completed in its entirety.
- e) For individual and/or distinct tasks, work plans, or project activities that have not yet been completed in their entirety.
- f) Release of Amounts Withheld:
 - i. As individual and/or distinct tasks, services, work plans, or project activities are completed in their entirety by either the Subcontractor or lower-tiered subcontractor performance and any scheduled/required deliverables or reports are delivered to AHP and/or DHCS; then any funds so withheld may be released to the Subcontractor upon acceptance and/or acknowledgment that all such items have been completed to the full satisfaction of AHP and/or DHCS.
 - ii. Payment Requests Excluded from the 10 Percent (10%) Withhold: Ten percent (10%) payment withholds shall not be applied to reimbursements or periodic payment requests for direct costs associated with equipment purchases, media buys, operating expense items, and other procurements not directly associated with the Subcontractor's personal performance.

12. Intentionally left blank.

13. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.) The Subcontractor shall:

- a) Adhere to legal cost and billing guidelines designated by AHP and/or DHCS.
- b) Adhere to litigation plans designated by AHP and/or DHCS.
- c) Adhere to case phasing of activities designated by AHP and/or DHCS.
- d) Submit and adhere to legal budgets as designated by AHP and/or DHCS.
- e) Maintain legal malpractice insurance in an amount not less than the amount designated by AHP and/or DHCS. Said amount shall be indicated in a separate letter to the Subcontractor.
- f) Submit to legal bill audits and law firm audits if requested by AHP and/or DHCS. Such audits may be conducted by AHP, DHCS, State employees or

their respective designees or by any legal cost control providers retained by AHP and/or DHCS for such purpose.

14. Four-Digit Date Compliance

(Applicable to agreements in which Information Technology (IT) services are provided to DHCS or if IT equipment is procured.)

- a) Subcontractor warrants that it will provide only Four-Digit Date Compliant (as defined below) deliverables and/or services to AHP, DHCS, and/or the State, as applicable. "Four Digit Date compliant" deliverables and services can accurately process, calculate, compare, and sequence date data, including without limitation date data arising out of or relating to leap years and changes in centuries.
- b) This warranty and representation is subject to the warranty terms and conditions of this Subcontract and does not limit the generality of warranty obligations set forth elsewhere herein.

15. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Subcontractor certifies that it has appropriate systems and controls in place to ensure that BHBH Program Plan funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

16. Insurance Requirements

a) Automobile Liability Insurance

(Applicable if automobiles are purchased/reimbursed with BHBH Program Plan

funds, furnished by DHC through AHP pursuant to, or if autos are used in performance under the terms of, this Agreement.)

- i. The Subcontractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with BHBH Program Plan funds under the terms of this Agreement, to the Subcontractor and/or its subcontractor.
- ii. The Subcontractor and/or its subcontractor shall, as soon as practical, furnish a copy of the certificate of insurance to the AHP.
- iii. The Subcontractor and/or its subcontractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to AHP, DHCS, or the State, as applicable.

- iv. The Subcontractor and/or its subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- v. The Subcontractor and/or its subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - a) The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to AHP and DHCS.
 - b) AHP and DHCS, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for pursuant to the BHBH Program Plan under this Agreement and any extension or continuation of this Agreement.
 - c) The insurance carrier shall notify AHP, in writing, of the Subcontractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to the Agreement number for which the insurance was obtained.
- vi. The Subcontractor and/or its subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval.
- vii. In the event the Subcontractor and/or its subcontractors fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, AHP or DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

b) Commercial General Liability

(Applicable to agreements involving the performance of hazardous activities (i.e., transportation of persons or DHCS and/or State property, handling of toxic or hazardous substances, elevator maintenance, facility repair, and other agreements when stipulated by AHP and/or DHCS, etc.))

- i. The Subcontractor must furnish to AHP either a certificate of insurance stating that commercial general liability insurance of not less than \$1,000,000 per occurrence for bodily injury and property damage liability

combined is presently in effect for the Subcontractor or proof of adequate self-insurance if the Subcontractor is a self-insured government and/or public entity.

- ii. The commercial general liability insurance policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement.
- iii. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Subcontractor's limit of liability.
- iv. The certificate of insurance shall identify the AHP's contract or agreement number for which the insurance applies. Paragraphs 16d, 16e, 16f, and 16g also apply to Commercial General Liability insurance.

c) Pollution Liability

(Applicable only when services involve the handling of toxic or hazardous substances.)

Subcontractor shall maintain Pollution Liability insurance covering the Subcontractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred, all arising out of the work or services performed under this Agreement. Coverage shall be provided for both work performed on-site, as well as during the transport of hazardous materials. Limits of not less than \$1,000,000 shall be provided. Paragraphs 16d, 16e, 16f, and 16g also apply to Pollution Liability insurance.

d) The Subcontractor is hereby advised that copies of certificates of insurance and/or documentation of self-insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining said approval. Each certificate of insurance shall identify the AHP contract or agreement number for which the insurance applies.

e) The certificate of insurance must identify the agreement number for which the certificate of insurance applies and include the following provisions:

- (a) The insurer will not cancel the insured's coverage without giving 30 days prior written notice to AHP and/or DHCS, and

- (b) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
- f) The Subcontractor agrees that the insurance required herein will remain in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Subcontractor agrees to provide, at least 30 calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of this Agreement or for a period of not less than one year. New certificates of insurance may also be subject to the approval of DGS. The Subcontractor shall be notified by AHP and/or DHCS, in writing, if DGS approval of the certificate of insurance is required. If DGS approval of the certificate of insurance is required, the Subcontractor agrees that no work or services shall be performed prior to obtaining such approval. AHP and/or DHCS may, in addition to any other remedies it may have, terminate this Agreement for failure to comply with the insurance requirements of this Agreement.
- g) AHP and/or DHCS will not be responsible for any premiums, deductibles, or assessments on any insurance policy.
- h) Self-Insured Insurance Requirements
(Applicable to agreements where Subcontractor is self-insuring and Sections a through g are inapplicable.)

Subcontractor

acknowledges and certifies that it is covered by and will maintain throughout the term of its BHBH Program Plan self-insurance in amounts and types sufficient to satisfy its contractual insurance requirements under the BHBH Program and its BHBH Program Plan. Subcontractor hereby agrees to provide AHP in writing with a current letter addressed to AHP that states that Subcontractor, as a county in the State of California ("California"), is self-insured under the California Government Code Section 990.4 for the lines of insurance coverage enumerated in and in the amounts required under the Agreement for the period of performance set forth in the Agreement, including without limitation, Attachment B (the "Insurance Certification"). In addition, the Insurance Certification shall provide that AHP and DHCS are treated as "additional insured" under the self-insured insurance requirements of this Section 16(h) of the Agreement.

The Subcontractor shall indemnify, defend, and hold harmless AHP and DHCS against any and all liabilities to third persons and other losses (not compensated by the Subcontractors self-insurance as set forth in this Section 16 or otherwise), and for any other costs and expenses incurred, including reasonable attorneys' fees, judgments, settlements or penalties, as a result of any claim or liability resulting

from the failure of the Subcontractor to maintain the insurance required by this Section.

17. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS through AHP, or expenses for said items are reimbursed by DHCS through AHP, with state or federal funds provided under the Agreement.)

a) Equipment/Property definitions:

Wherever the term equipment and/or property are used, the following definitions shall apply:

i. Major equipment/property

A tangible or intangible item having a base unit cost of \$5,000 or more with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

ii. Minor equipment/property

A tangible item having a base unit cost of less than \$5,000 with a life expectancy of one (1) year or more and is either furnished by AHP and/or DHCS or the cost is reimbursed through this Agreement.

- b) Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment, and services related to such purchases that are required in performance of this Agreement.
- c) Left intentionally blank.
- d) Left intentionally blank.
- e) In special circumstances, determined by AHP or DHCS (e.g., when AHP or DHCS has a need to monitor certain purchases, etc.), AHP or DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. AHP or DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Subcontractor and/or lower-tiered subcontractor purchase that AHP or DHCS determines to be unnecessary in carrying out performance under this Agreement.
- f) The Subcontractor and/or lower-tiered subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. AHP and/or DHCS reserves the right to request a copy

of these documents and to inspect the purchasing practices of the Subcontractor and/or lower-tiered subcontractor at any time.

- g) For all purchases, the Subcontractor and/or its lower-tiered subcontractor must maintain copies of all paid vendor invoices, documents, bids, and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Subcontractor and/or its lower-tiered subcontractor for inspection or audit.
- h) AHP and/or DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under subparagraph (b) of this Provision 17 by giving the Subcontractor no less than 30 calendar days written notice.

18. Equipment/Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with State or federal funds provided under the Agreement.)

- a) Wherever the term equipment and/or property is used in Provision 18, the definitions in Paragraph a of Provision 17 shall apply.
- b) Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to the BHBH Program Plan under the terms of this Agreement shall be considered state equipment and the property of DHCS and/or the State of California.

i. Reporting of Equipment/Property Receipt

- (a) AHP and/or DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS through AHP pursuant to BHBH Program Plan funds or purchased/reimbursed with funds provided through this Agreement.
- (b) Upon receipt of equipment and/or property, the Subcontractor shall report the receipt to the AHP. To report the receipt of said items and to receive property tags, Subcontractor shall use a form or format designated by AHP Program Manager. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Subcontractor shall request a copy from the AHP or DHCS.

ii. Annual Equipment/Property Inventory

- a) If the Subcontractor enters a subcontract agreement with a term of more than twelve months, the Subcontractor shall submit an

annual inventory of State equipment and/or property to the AHP using a form or format designated by AHP. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Subcontractor shall request a copy from AHP. Subcontractor shall:

- (1) Include in the inventory report, equipment and/or property in the Subcontractor's possession and/or in the possession of its subcontractor (including independent consultants).
 - (2) Submit the inventory report to AHP.
 - (3) Contact AHP to learn how to remove, trade-in, sell, transfer, or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by AHP.
- b) Title to any equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c) Unless otherwise stipulated, AHP and/or DHCS shall be under no obligation to pay the cost of restoration, or rehabilitation of the Subcontractor's and/or Subcontractor's facility which may be affected by the removal of any State equipment and/or property.
- d) The Subcontractor and/or its Subcontractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance, and preservation of State equipment and/or property.
- (i) In administering this provision, AHP or DHCS may require the Subcontractor and/or its Subcontractor to repair or replace, to AHP's satisfaction, any damaged, lost or stolen State equipment and/or property. Subcontractor and/or its Subcontractor shall immediately file a theft report with the appropriate police agency, or the California Highway Patrol and Subcontractor shall promptly submit one copy of the theft report to the AHP and AHP's Program Manager.
 - (ii) Unless otherwise stipulated by this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan under the terms of this Agreement, shall only be used for performance of this Agreement or another DHCS agreement.
- e) Within sixty (60) calendar days prior to the termination or end of this Agreement, the Subcontractor shall provide a final inventory report of

equipment and/or property to the AHP and AHP shall, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS and/or the State, as applicable. Final disposition of equipment and/or property shall be at DHCS and/or the State, as applicable, and according to DHCS and/or the State, as applicable, instructions. Equipment and/or property disposition instructions shall be issued by AHP immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, AHP or DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

f) Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

- i. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Subcontractor and/or its subcontractor shall return such vehicles to DHCS and the State, as applicable, and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS or the State, as applicable.
- ii. If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, the State of California shall be the legal owner of said motor vehicles and the Subcontractor shall be the registered owner. The Subcontractor and/or its subcontractor may only use said vehicles for performance and under the terms of this Agreement.
- iii. The Subcontractor and/or its subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- iv. If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Subcontractor and/or its subcontractor, as applicable, shall provide, maintain, and certify that, at a minimum, the type and amount of automobile liability insurance as specified in the Automobile Liability Insurance requirements clause as set forth in this Attachment is in effect during the term of this Agreement or any period of contract extension during which any vehicle remains in the Subcontractor's and/or its subcontractor's possession.
- v. The requirements specified in Provision 16, entitled, "Insurance Requirements" apply to vehicles purchased/reimbursed with agreement

funds or furnished by DHCS through AHP pursuant to BHBH Program Plan funds under the terms of this Agreement.

19. Left intentionally blank

20. Suspension or Stop Work Notification

- a) AHP or DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by AHP. Upon receipt of said notice, the Subcontractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.
- b) Contractor will make reasonable efforts to ensure that any suspension and/or stop is narrowly tailored to address whatever concern that caused the suspension.
 - i. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within thirty (30) working days of the verbal notification.
 - ii. The suspension or stop work notification shall remain in effect until further written notice is received from AHP or DHCS. The resumption of work (in whole or part) will be at AHP's or DHCS' discretion and upon receipt of written confirmation.
- c) Upon receipt of a suspension or stop work notification, the Subcontractor shall immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.
- d) Within 90 days of the issuance of a suspension or stop work notification, DHCS, through AHP pursuant to BHBH Program Plan funds shall either:
 - i. Cancel, extend, or modify the suspension or stop work notification; or
 - ii. Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.
- e) If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Subcontractor may resume work only upon written concurrence of funding from the AHP Program Director.
- f) If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification shall require an amendment to the Agreement.

- g) If a suspension or stop work notification is not canceled and the

Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, AHP and/or DHCS shall allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

- h) AHP and DHCS shall not be liable to the Subcontractor for loss of profits because of any suspension or stop work notification issued under this clause.

21. Public Communications

- a) Electronic and printed documents developed and produced, for public communications shall follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:
- b) Ensure visual-impaired, hearing-impaired, and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices.

22. Audit and Record Retention

(Applicable to agreements in excess of \$10,000.)

- a) The Subcontractor and/or its subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b) The Subcontractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c) Subcontractor agrees that AHP, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Subcontractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Subcontractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., California Code of Regulations Title 2, Section 1896.77) The Subcontractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.

- d) The Subcontractor and/or its subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code Section 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (i) or (ii) below.
 - i. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement; or
 - ii. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e) The Subcontractor and/or its subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Subcontractor and/or its subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
- f) The Subcontractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014).

ATTACHMENT C

STATEMENT OF WORK

(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Name: County of Mono, a political subdivision of the State of California, acting through it's department of Behavioral Health

Universal Unique Identifier: bhbh_877_bhbh_mono_county

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
YEAR 1				
Item 1 Year 1	7524.01	<p>YEAR 1 – MUTUAL EXECUTION OF THIS AGREEMENT to JUNE 30, 2025.</p> <p>START-UP, PROGRAM IMPLEMENTATION AND REPORTING</p> <p>Behavioral Health Bridge Housing (BHBH) Program (Program) Plan</p> <ul style="list-style-type: none">Subcontractor shall develop the BHBH Program Plan (Plan) utilizing templates provided by AHP. The Plan shall be based on the submitted County BHBH Program (as defined in the Agreement) proposal and submitted to AHP for approval within 30 days of execution of the Agreement.AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none">Subcontractor shall submit required policies and procedures for Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds, and/or Auxiliary Funding in Assisted Living, as applicable and as defined in the Agreement, and based on the Plan to AHP for approval within 45 days of execution of the Agreement. Policies and procedures will include, but not be limited to, eligibility; allowable uses; methods of disbursement; prevention of fraud,	<p>Upon mutual execution of the Agreement, the first disbursement amount (First Disbursement) in the amount of thirty-three percent (33%) of the Not to Exceed (NTE) amount of (\$1,229,946) LESS total Start-up Infrastructure Costs (as defined in the Agreement) calculated as follows: (\$1,229,946– \$300,000) x.33 = \$306,882</p>	June 30, 2025

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>waste, and abuse, documentation requirements and audit provisions.</p> <ul style="list-style-type: none"> ◆ If the Program includes Rental Assistance, then Rental Assistance Policies and Procedures as set forth below shall include, but not be limited to: <ul style="list-style-type: none"> • The calculation of Rental Assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income. • Clear eligibility requirements for individuals and units for short-term and/or mid-term Rental Assistance. The requirements for both short- and mid-term Assistance may be the same, or the Subcontractor may have fewer requirements for short-term than for mid-term Rental Assistance. • Fraud prevention, along with regular audits and clear documentation of all payments. • Requirements for payments to be made directly to property owners or managers. • Requirements to provide supportive services and resources to individuals who are receiving Rental Assistance, to remove barriers and help them obtain longer-term Rental Assistance or other affordable housing. • Requirements for participants to have access to onsite Supportive Services (as defined in the Agreement) at the facility or through home visits. ◆ All required revisions to the Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures will be submitted to AHP within ten business days of receipt of revision requests. ◆ Implement the BHBH Program Policies and Procedures set forth in this section of the BHBH Program Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living, as applicable. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> ◆ Deliver direct behavioral health bridge 		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation, as defined and described in the Plan, including the service metrics and program requirements.</p> <ul style="list-style-type: none"> ◆ Collect program and individual data as described in the Plan and as requested by AHP. ◆ Provide outreach and engagement services as described in the Plan and service metrics. <p>Participation in Monitoring and Technical Assistance and Training (TTA)</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide Learning Collaborative (LC) sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • At minimum, one staff member shall participate in monthly coaching calls with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ◆ If applicable, conduct County BHBH Program Implementation and Capacity-Building (as defined in the Agreement) activities as described in the Plan. <p>Reporting—Year 1 Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following</p>		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>time frames and observe the following due dates:</p> <ul style="list-style-type: none"> Year 1, Quarter 1: UPON EXECUTION BY ALL PARTIES – July 1–September 30, 2024, due by November 15, 2024 Year 1, Quarter 2: October 1–December 31, 2024, due by February 15, 2025 Year 1, Quarter 3: January 1–March 31, 2025, due by May 15, 2025 Year 1, Quarter 4: April 1–June 30, 2025, due by August 15, 2025 <p>♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.</p>		
Item 2 Year 1	7524.01	<p>FOR THOSE BHBH PROJECTS SET FORTH IN THE PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS, YEAR 1</p> <p>Submit budget and schedule for each individual BHBH Start-Up Infrastructure Project (Infra Project) and include it in the Plan for AHP/DHCS approval.</p> <ul style="list-style-type: none"> Implement the construction plan for each Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including Attachment F. <p>Acquisition (if set forth in the Plan)</p> <ul style="list-style-type: none"> Demonstrate site control as described in Section 4 of the Agreement, including those set forth in Attachment F. Establish an escrow account. Meet all requirements listed in Section 4 of Agreement, including those set forth in Attachment F. Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if set forth in the Plan)</p> <ul style="list-style-type: none"> Demonstrate site control as described in Section 4 of the Agreement, including those set forth in Attachment F. Meet all requirements included in Section 4 of Agreement, including those set forth in Attachment F. Obtain deed restriction as required, if applicable. Provide required documentation and monitoring as described in the Plan, budget, and schedule. 	<p>Start-up Infrastructure Project costs shall be provided in payments as described in Section 4 of this Agreement.</p> <p>90% of the Start-up Infrastructure Program Costs (\$300,000) calculated as follows: .90 x \$300,000 =</p> <p>\$270,000</p>	Due within one year of contract execution

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		Other Approved Costs (if set forth in the Plan) Start-Up Furnishings, Appliances and Equipment <ul style="list-style-type: none"> ◆ Acquire all start-up furnishing, appliances and equipment included in the Plan, budget, and schedule. ◆ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ◆ Provide required documentation and monitoring as described in the Plan. ◆ Provide a summary report on each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those set forth in Attachment F, and prior to submitting a request for payment. ◆ For each specific Project, upon the completion of the Project, provide a summary narrative and financial report and compliance documentation for each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those set forth in Attachment F. ◆ Ensure that each Start-up Infra Project site is available within one year of the execution of the Agreement. Reporting <ul style="list-style-type: none"> ◆ Provide summary reporting on each Project and documentation of certificate of occupancy within one year of execution of the Agreement, as required by the Plan. ◆ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests. 		
Equals the Sum of 90% of Start-up Infrastructure Costs plus 33% of NTE. Year 1 Subtotal			= \$576,882	
YEAR 2				

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 3 Year 2	7524.01	<p>YEAR 2 - JULY 1, 2025, TO JUNE 30, 2026 - PROGRAM IMPLEMENTATION AND REPORTING</p> <p>The Plan</p> <ul style="list-style-type: none"> Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions within ten business days of from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. Implement the Policies and Procedures in the administration of Rental Assistance, Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations. <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> Deliver direct behavioral health bridge housing services including, Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and Program requirements. Collect Program and individual data as described in the Plan and as requested by AHP. Provide Outreach and Engagement Services as described in the Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> Learning Collaborative Sessions <ul style="list-style-type: none"> Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. At least one staff member shall attend each quarterly LC. Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> One staff member shall participate in 	<p>Upon approval of Subcontractor's cost reconciliation report for the First Disbursement, Subcontractor shall be entitled to a second disbursement amount (Second Disbursement) in the amount of thirty-three percent (33%) of the NTE amount of (\$1,229,946) LESS total Start-up Infrastructure Project Costs calculated as follows: (\$1,229,946 – \$300,000) x.33 = \$306,882</p>	June 30, 2026

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>coaching calls monthly with AHP; session schedule to be provided by AHP.</p> <ul style="list-style-type: none"> • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. <p>♦ If applicable, conduct County BHBH Program Implementation and Capacity-Building activities as defined and described in the Plan.</p> <p>Reporting—Year 2</p> <ul style="list-style-type: none"> ♦ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation equipment purchases; subcontracting; and providing bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates: <ul style="list-style-type: none"> • Year 2, Quarter 1: July 1–September 30, 2025, due by November 15, 2025 • Year 2, Quarter 2: October 1–December 31, 2025, due by February 15, 2026 • Year 2, Quarter 3: January 1–March 31, 2026, due by May 15, 2026 • Year 2, Quarter 4: April 1–June 30, 2026, due by August 15, 2026 ♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required. 		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
Item 4 Year 2	7524.01	<p>FOR THOSE BHBH PROJECTS SET FORTH IN THE PLAN WITH START-UP INFRASTRUCTURE PROJECT COSTS, YEAR 2</p> <p>Complete individual BHBH Start-Up Infrastructure Projects Costs according to the budget and schedule included in the Plan.</p> <ul style="list-style-type: none"> ◆ Implement the construction plan for each Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F. <p>Acquisition (if set forth in the Plan)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Agreement, including those items set forth in Attachment F. ◆ Establish an escrow account. ◆ Meet all requirements listed in Section 4 of Agreement, including those items set forth in Attachment F. ◆ Obtain deed restriction as required, if applicable. <p>Complete Construction/Renovation (if set forth in the Plan)</p> <ul style="list-style-type: none"> ◆ Demonstrate site control as described in Section 4 of the Agreement, including those items set forth in Attachment F. ◆ Meet all requirements included in Section 4 of Agreement, including those items set forth in Attachment F. ◆ Obtain deed restriction as required, if applicable. ◆ Provide required documentation and monitoring as described in Plan, budget, and schedule. <p>Other Approved Costs (if set forth in the Plan)</p> <p>Start-Up Furnishings, Appliances and Equipment</p> <ul style="list-style-type: none"> ◆ Acquire all start-up furnishing, appliances and equipment included in the Plan, budget, and schedule. ◆ Implement monitoring plan and ensure costs are allowable and compliant with local, state, and federal laws. ◆ Provide required documentation and monitoring as described in the Plan, budget, and schedule. <p>Implement Construction Monitoring Plans; Participate in Monitoring and AHP Review Requirements</p>	<p>Start-up Infrastructure Project Costs shall be provided in payments as described in Section 4 of the Agreement.</p> <p>10% of total Start-up Infrastructure Project Costs (\$300,000) calculated as follows: $.10 \times (\\$300,000) =$</p> <p>\$30,000</p>	Due within one year of contract execution

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<ul style="list-style-type: none"> ◆ Provide a summary report on each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F, and prior to submitting a request for payment. ◆ For each specific Project, upon the completion of the Project, provide a summary narrative and financial report and compliance documentation for each individual Project as described in the Plan, budget, and schedule, pursuant to this Agreement, including those items set forth in Attachment F. ◆ Ensure that each Start-up Infrastructure Project is available within one year of execution of the Agreement. <p>Reporting</p> <ul style="list-style-type: none"> ◆ Provide summary reporting on each Project and documentation of certificate of occupancy within one year of execution of this Agreement, as required by the Plan. ◆ Provide any necessary documentation requested by AHP for desk reviews and processing payment requests. 		
Equals the Sum of 10% of Start-up Infrastructure Costs plus 33% of NTE. Year 2 Subtotal			= \$336,882	
YEAR 3				
Item 5 Year 3	7524.01	<p>YEAR 3 - JULY 1, 2026, TO JUNE 30, 2027- PROGRAM IMPLEMENTATION AND REPORTING BHBH Program Plan</p> <ul style="list-style-type: none"> ◆ Submit any updates to the Plan for approval utilizing templates provided by AHP and based on the submitted County BHBH Program proposal. ◆ AHP will provide County with any revisions to the Plan and County shall resubmit any required revisions to its Plan within ten business days from date of receipt to AHP for approval. DHCS shall grant final approval to the Plan via AHP, and no subsequent revisions may be made without DHCS approval. <p>BHBH Program Policies and Procedures</p> <ul style="list-style-type: none"> ◆ Submit any updates to previously approved Policies and Procedures for approval with quarterly reports as needed. ◆ Implement the Policies and Procedures in the administration of Rental Assistance, 	<p>Upon approval of Subcontractor's Second Disbursement, Subcontractor shall be entitled to a third disbursement amount (Third Disbursement) in the amount of thirty-four percent (34%) of the NTE amount (\$1,229,946) LESS total start-up infrastructure costs calculated as follows: (\$1,229,946– \$300,000) x.34 =</p> <p>\$316,182</p>	June 30, 2027

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>Participant Assistance Funds, Landlord Outreach and Mitigation funds and/or Auxiliary Funding in Assisted Living and other BHBH program operations.</p> <p>Delivery of Behavioral Health Bridge Housing and Operations</p> <ul style="list-style-type: none"> ◆ Deliver direct behavioral health bridge housing services including Shelter/Interim Housing, Rental Assistance, Auxiliary Funding in Assisted Living, and Housing Navigation as described in the Plan, including the service metrics and the Program requirements. ◆ Collect Program and individual data as described in the and as requested by AHP. ◆ If applicable, provide Outreach and Engagement Services as described in the Plan and service metrics. <p>Participation in Monitoring and TTA</p> <ul style="list-style-type: none"> ◆ Learning Collaborative Sessions <ul style="list-style-type: none"> • Participate in statewide LC sessions on a quarterly basis at a minimum; session schedule to be provided by AHP. • At least one staff member shall attend each quarterly LC. ◆ Coaching Calls, Webinars/Trainings, Monitoring Reviews, and Site Visits <ul style="list-style-type: none"> • One staff member shall participate in coaching calls monthly with AHP; session schedule to be provided by AHP. • Participate in webinars/trainings and working meetings on a quarterly basis at a minimum; session schedule to be provided by AHP. • Respond to AHP requests for information, reviews, and site visits as indicated and described in the Agreement. ◆ If applicable, conduct Implementation and Capacity-Building activities as described in the Program Plan. <p>Reporting—Year 3</p> <ul style="list-style-type: none"> ◆ Subcontractor shall participate in data collection and submission of quarterly narrative, data, and financial reports. Reports will be submitted as directed by AHP. These reports will summarize progress in implementing the Plan; expending funds, including, without limitation: equipment purchases; subcontracting; and providing 		

Item/ Year	Billing Code	Deliverable Description	Amount	Deliver On or Before
		<p>bridge housing for individuals experiencing homelessness and serious behavioral health conditions; and must include accomplishments and any barriers to goals of the BHBH Program. The reports must cover the following time frames and observe the following due dates:</p> <ul style="list-style-type: none"> • Year 3, Quarter 1: July 1–September 30, 2026, due by November 15, 2026 • Year 3, Quarter 2: October 1–December 31, 2026, due by February 15, 2027 • Year 3, Quarter 3: January 1–March 31, 2027, due by May 15, 2027 • Year 3, Quarter 4: April 1–June 30, 2027, due June 30, 2027 <p>♦ Meet state requirements for submission of data into the HMIS system as required by AB 977 when and in the manner required.</p> <p>♦ Submit a final report by June 30, 2027.</p>		
Equals 34% of the NTE (less Start-up Infrastructure Project Costs)			= \$316,182	
Year 3 Subtotal				
(First Disbursement +Second Disbursement+ Third Disbursement) =			\$1,229,946	
SUBCONTRACT GRAND TOTAL				

ATTACHMENT D
PAYMENT SCHEDULE

COUNTY NAME: Mono County

Infrastructure Funding Usage Description	Budgeted Amount
Total Start-Up Infrastructure Funding	\$300,000
Start-Up Infrastructure Budget Subtotal	\$300,000
Non-Infrastructure Funding Usage Description	Budgeted Amount
Operating Bridge Housing	\$929,946
Other Flexible Funding Categories (no Infrastructure)	\$ -
Budget Subtotal	\$929,946
Total Budget	\$1,229,946

Payment Schedule*

Start-Up Infrastructure (SUI)

Invoicing Date Range	Invoice Description	Amount of Invoice
SUI Acquisition Invoice 1: Within one year of contract execution	Initial Advanced Payment of Acquisition Costs	Ninety Percent (90%) of Acquisition Subtotal
SUI Acquisition Invoice 2: Within one year of contract execution	Remainder of Acquisition Costs	Ten Percent (10%) of Acquisition Subtotal
SUI Renovation Invoice 1: Within one year of contract execution	Initial Advanced Payment of Real Estate Renovation Costs	Fifty Percent (50%) of Renovation Subtotal
SUI Renovation Invoice 2: Within one year of contract execution	Second Payment of Real Estate Renovation Costs Per Approved Cost Report Amount Submitted by Subcontractor	Up to Forty Percent (40%) of Renovation Subtotal
SUI Renovation Invoice 3: Within one year of contract execution	Final Payment of Real Estate Renovation Costs Upon Completion of AHP "desk review" of all previously submitted expenses	Ten Percent (10%) or Remainder of Renovation Subtotal

SUI Other Invoice 1: Within one year of contract execution	Advanced Payment of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 2: Within one year of contract execution	Second Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 3: Within one year of contract execution	Third Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal
SUI Other Invoice 4: Within one year of contract execution	Final Installment Payment of Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Per Approved Cost Report Amount Submitted by Subcontractor	Twenty-Five Percent (25%) or Remainder of Initial Furnishings, Equipment, Appliances, Other or Indirect Approved Costs Subtotal

*** If a County BHA has more than one approved Start-Up Infrastructure Project as a part of their BHBH Plan – each project would be invoiced separately and denoted as invoice a, b, c. A customized invoicing template will be provided by AHP.**

Payment Schedule*		
Non-Infrastructure		
Funding Usage Description		Budgeted Amount
Operating Bridge Housing		\$929,946
Flexible Funding Categories (no Infrastructure)		\$-
Total Budget		\$929,946
Invoicing Date Range	Invoice Description	Amount of Invoice

Invoice 1: 7/01/24 – 6/30/25*	Initial Advanced Payment of Non-Infrastructure Program Funds for completion and initial implementation of BHBH Program Plan.	Thirty-Three Percent (33%) of Subcontract Grand Total
Invoice 2: 7/01/25 – 6/30/26*	Second Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor for delivery of Bridge Housing as described in the BHBH Program Plan.	Up to Thirty-Three Percent (33%) of Subcontract Grand Total
Invoice 3: 7/01/26 – 6/30/27*	Final Installment Payment of Non-Infrastructure Program Funds Per Approved Cost Report Amount Submitted by Subcontractor as described in the BHBH Program Plan.	Thirty-Four Percent (25%) or Remainder of Subcontract Grand Total
*Invoicing may be expedited to an interval less than annually, but no more often than quarterly.		

ATTACHMENT E

SCHEDULE

(Under DHCS Agreement No. 22-20456-BHBH)

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ATTACHMENT F

SPECIAL REAL ESTATE REQUIREMENTS

(Under DHCS Agreement No. 22-20456-BHBH)

The State of California through the Department of Health Care Services ("DHCS") is administering the Behavioral Health Bridge Housing Program ("BHBH Program") through noncompetitive predetermined funding to be awarded to county behavioral health agencies ("Behavioral Health Agencies" or "BHAs") to address the immediate housing and treatment need of people experiencing homelessness who have serious behavioral health conditions (such as a serious mental illness and/or substance use disorder) that prevent them from accessing help and moving out of homelessness.

In the event Subcontractor elects to expend up to twenty-five percent (25%) of its BHBH Program funds towards bridge housing start-up infrastructure (the "Infrastructure Project"), then the Special Real Estate Requirements set forth in this **Attachment F** (herein, "Program Funds") shall apply.

BHBH Program funding may be used for start-up costs and to make facilities more available to individuals with serious behavioral health conditions. Bridge housing startup infrastructure funding is limited to seventy-five thousand dollars (\$75,000) per bed. All bridge housing start-up infrastructure activities must be complete, and beds made available within one (1) year of execution of the Agreement. The foregoing notwithstanding, DHCS has agreed to waive the one-year requirement for Phase 2 of the Subcontractor's BHBH Program Plan through AHP, provided, that, substantial documentation regarding the ability of the Subcontractor to perform Phase 2 in a timely fashion has been produced to the reasonable satisfaction of AHP and DHCS.

These Special Real Estate Requirements shall become effective upon execution of the underlying Agreement and shall automatically expire concurrently with the expiration of the Prime Contract (the "Expiration Date") unless earlier terminated by AHP or DHCS (the "Term"). Terms not defined herein shall have the definitions ascribed in the Subcontract Agreement.

In the event Subcontractor was approved for the purchase of a facility or rehabilitation/renovation project, Subcontractor's plan to complete the project within one (1) year and Subcontractor's approved budget shall be incorporated herein by reference. Subcontractor further agrees that it shall be fully and solely responsible for any and all cost overruns of Subcontractor's project.

Article 1.
Conditions to Disbursement

AHP shall disburse the Program Funds to the Subcontractor for the amount of any reasonable, actual, and documented costs incurred in accordance with the Agreement, the SOW and the BHBH Program Plan for the Infrastructure Project upon satisfaction of the requirements described in Section 1.1 below. Program Funds disbursed for real property acquisition shall be disbursed only upon FULL satisfaction of the requirements in Section 1.1 and the additional requirements of Section 1.3, below. Program Funds to be disbursed for construction costs shall be disbursed only upon satisfaction of the requirements of Section 1.1 and the additional requirements described in Section 1.2, below. Thereafter, Program Funds shall be disbursed to the Subcontractor for costs incurred for the Infrastructure Project within thirty (30) days of receipt of a complete request for Program Funds, provided such request for funds is approved by AHP or its designee.

1.1 Subcontractor Obligations – Upon execution of this Subcontract Agreement, the Subcontractor acknowledges the following:

- 1.1.1 Subcontractor is responsible for ensuring that they and their subcontractors and other vendors meet all federal, State, and local requirements.
- 1.1.2 Subcontractor is responsible for ensuring that they and their subcontractors and all other vendors satisfy all requirements set forth in the RFA, the Agreement, and the BHBH Program.
- 1.1.3 Subcontractor shall comply with the terms of the provisions of these Special Real Estate Requirements and fully executed copies of the Agreement and this Attachment F.

1.2 Requirements for Disbursement of Program Funds – Infrastructure Construction Costs

- 1.2.1 No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs until the Subcontractor submits, and AHP approves, the documents described below, and any additional supporting information, as may be required:
 - 1.2.1.1 A construction monitoring plan that shall include, at a minimum:
 - 1.2.1.1.a. Review of building and construction plans, contracts with general contractors and significant subcontractors, permits, and change orders;
 - 1.2.1.1.b. Periodic site inspections by Subcontractor staff or designees, with pictures and certified reports to

accompany invoicing to AHP;

1.2.1.1.c. Policies and procedures for addressing cost overruns and Subcontractor or any underlying subcontractor or vendors failure to perform;

1.2.1.1.d. Policies and procedures for implementing responsibilities for managing, processing, and distributing payments as the Project's fiscal intermediary, including ensuring that each contracting party receives funding in a timely manner in pursuance of its contractual obligations entered into with the Subcontractor;

1.2.1.1.e. Mechanisms and processes to oversee and monitor ongoing compliance with contractual obligations, including infrastructure and rental assistance programs (see Section 1.5, below), that may require onsite visits and desk reviews, and all designed to protect against fraud and abuse throughout the term of the Agreement; and

1.2.1.1.f. Maintaining detailed records of accounts of all funds distributed and expended on the Project, by whom they were spent, and how the funds were utilized.

1.2.1.2 The Subcontractor's request for funds, with all required supporting documents appended thereto.

1.2.1.3 Certificates of insurance, or a certification of the Subcontractor self-insurance coverage if the Subcontractor is self-insured, evidencing coverages required by the Agreement and naming AHP and DHCS as additional insureds, which shall be in the form and substance acceptable to AHP and DHCS.

1.2.1.4 Executed an access agreement allowing DHCS, or its designee, access to the facility or facilities funded by the Project Funds.

1.3 Requirements for Disbursement of Program Funds – Property Acquisition

Costs. Expenditures that include contributing to the purchase of property will require site control, defined as ownership, an executed purchase and sale agreement, and/or other agreement that is legally enforceable to the satisfaction of AHP that satisfies site control. No Program Funds shall be released to the Subcontractor for any Infrastructure Project costs related to the acquisition of real property until the Subcontractor satisfies the requirements described in Section 1.1 above. The Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.3, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein. Program Funds disbursed for acquisition of real property will be deposited directly into an escrow account opened by the Subcontractor for the transfer of title of the real property with the appropriate title company, and the following documents produced:

- 1.3.1 fully executed purchase and sale agreement or other agreement evidencing the Subcontractor's site control over the property upon which the Project is to be constructed or operated, which shall be in the form and substance acceptable to Subcontractor.
- 1.3.2 A written appraisal report setting forth an opinion of fair market value of the real property upon which the Infrastructure Project is to be constructed or operated prepared by a certified general appraiser licensed in the State of California ("Certified Appraisal Report"), which shall be in the form and substance acceptable to Subcontractor.
- 1.3.3 A current title report reflecting all existing liens, encumbrances, taxes owed, easements, covenants, or any other restrictions for the real property to be acquired. If the Subcontractor's interest in the real property to be acquired is a leasehold, then the Subcontractor shall provide a current title report for the leasehold interest and the fee interest. For tribal trust land, the Subcontractor shall provide a certified Title Status Report from the U.S. Department of the Interior Bureau of Indian Affairs or an attorney's opinion regarding chain of title and current title status. All of the foregoing shall be in the form and substance acceptable to Subcontractor;
- 1.3.4 Any acquisition of real property that requires a deed of trust shall also require a commitment from a title insurance company for an ALTA Lenders Title Insurance policy in a form acceptable to AHP in the amount of the Program Funds disbursed for purposes of acquiring the property. The condition of title, the insurer, the liability amount, the form of policy, and the endorsements shall be subject to AHP approval. The policy shall insure that the Subcontractor holds good and marketable title (fee simple or leasehold) and shall show the Declaration of Restrictions in the lien priority approved by AHP and only subject to such title exceptions as are approved by AHP, its designee, or DHCS.
- 1.3.5 Evidence of any additional funds necessary for the Subcontractor to acquire the property to be used for bridge housing if the Program Funds are not providing the full amount of the acquisition costs, which shall be in the form and substance acceptable to AHP and DHCS.
- 1.3.6 Signed escrow instructions, providing for the following:
 - 1.3.6.1 When applicable, a Declaration of Restrictions, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated; and
 - 1.3.6.2 When applicable, a Deed of Trust, as approved by AHP and/or including its designee or DHCS, shall be recorded at the close of escrow against the real property upon which the Project is to be constructed or operated.
- 1.3.7 AHP may, at the direction of DHCS, waive the signed escrow instructions requirement as set forth in Section 1.3.6, above. In those cases, the

Subcontractor shall execute a facility access agreement allowing AHP, DHCS, or its designee, access to the facility or facilities funded by the Project Funds, and requiring the Subcontractor to use the property, or portion of the property funded by the Project Funds for the intended purpose. In the event the Subcontractor violates the terms of the facility access agreement, AHP at the direction of DHCS or DHCS on its own shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

1.4 Requirements for Disbursement of Program Funds - Construction Costs. No

Program Funds shall be released to the Subcontractor for Infrastructure Project costs for construction activities until the Subcontractor satisfies the requirements described in Section 1.1, above, and the Subcontractor obtains and notifies AHP of receipt and AHP, at its sole discretion, may determine to review and approve any and all documents described in this Section 1.4, and any additional information as may be required by AHP. AHP reserves the right to request copies of any information provided herein.

1.4.1 The Subcontractor and the Subcontractor's general contractor shall submit documentation certifying compliance with requirements related to public works projects pursuant to California Labor Code section 1720 *et seq.*, as well as all applicable federal labor and wage laws. AHP, at its sole discretion, has the right but not the obligation to review and approve any and all documents described in this Section 1.4 and any additional information or documents as may be required by AHP hereunder.

1.4.2 Plans and specifications for the construction work as identified in the SOW and BHBH Program Plan, which shall be in the form and substance acceptable to Subcontractor.

1.4.3 A construction contract that is based on construction plans, with a licensed general contractor for an amount consistent with the construction costs in the approved Infrastructure Project budget incorporated into the SOW, which shall be in the form and substance acceptable to Subcontractor, including execution of any construction contract rider, when applicable.

1.4.4 Copies of labor and material bonds and performance bonds for the construction work in an amount equal to one hundred percent (100%) of the cost of construction, which shall be in the form and substance acceptable to Subcontractor, naming AHP and DHCS as co-obliges on the bonds.

1.4.5 Copies of all required building, land use, and fire clearance or other required building permits or approvals for the Infrastructure Project, which shall be in the form and substance acceptable to Subcontractor.

1.4.6 The Subcontractor has submitted a written request for Program Funds on a form approved by AHP providing sufficient detail and with sufficient supporting documentation to permit AHP or its designee to confirm that the request is consistent with the terms of this Agreement and the Project budget.

1.4.7 When a disbursement is requested to pay any contractor in connection with the construction work, the written request must be accompanied by a certification by the Subcontractor's architect or project manager that the work for which disbursement is requested has been completed (although AHP reserves the right to inspect or have its designee inspect the Project and make an independent evaluation); and (b) lien release and/or mechanics lien title insurance endorsements reasonably acceptable to AHP.

1.5 **Requirements for Disbursement of Program Funds – Rental Assistance**

To receive BHBH Program rental assistance funds, Subcontractor must submit for DHCS review related policies and procedures that address the following:

1.5.1 The calculation of rental assistance, which must be indicated and must use either Fair Market Rents (FMRs) or a rent reasonableness methodology to calculate allowable rental rates. Subcontractor may offer either shallow subsidies up to a specific dollar amount or a formula in which the individual pays a portion of the rent based on income.

1.5.2 Clear eligibility requirements for individuals and units for short-term and/or mid-term rental assistance. The requirements for both short- and mid-term assistance may be the same, or the Subcontractor may have fewer requirements for short-term assistance than for mid-term.

1.5.3 Fraud prevention, along with regular audits and clear documentation of all payments.

1.5.4 Requirements for payments to be made directly to property owners or managers.

1.5.5 Requirements to provide supportive services and resources to individuals who are receiving rental assistance, to remove barriers and help them obtain longer-term rental assistance or other affordable housing.

1.5.6 Requirements for participants to have access to onsite supportive services at the facility or through home visits.

1.6 **Waiver of Terms and Conditions.** It is understood that DHCS may, in its sole discretion, through AHP and Subcontractor's BHBH Program Plan, waive, in whole or in part, in writing any of the terms and provisions of this Attachment F. Any such waiver shall be in writing and without prejudice to DHCS's rights in respect of any other terms or provisions therein. Except as specifically set forth in writing, no further waivers of any terms or provisions contained in this **Attachment F** shall be construed as a waiver of any subsequent terms or provisions herein.

Article 2.

Notification to Proceed

In the event that Program Funds are used for the performance of construction on the Project, the Subcontractor shall submit an updated budget and schedule to AHP for its approval prior to the Subcontractor's issuance of a notice to proceed to its general contractor. The updated budget and schedule shall be consistent with the final plans and specifications for the Project. The Subcontractor shall not issue a notice to proceed to its general contractor until AHP has approved the updated budget and schedule, if any.

Article 3.

Performance

The Subcontractor shall comply with the schedule set forth in the Performance Milestones and shall provide any certification when requested. The Subcontractor shall provide regular progress reports to AHP but in all events at least quarterly, including its progress toward meeting the Performance Milestones. The Subcontractor may apply to AHP for an extension of any Performance Milestones or an extension to submit any required certification, which AHP may approve based on a showing of good cause and acceptable assurances from the Subcontractor for timely completion of the remaining Performance Milestones as determined by AHP. Any extension granted by AHP shall not be effective unless granted in writing, and such writing shall be considered an amendment to this Agreement and incorporated herein.

Article 4.

Default

FAILURE TO SATISFY ANY ONE OF THE CERTIFICATIONS AND/OR PERFORMANCE MILESTONES (UNLESS SUCH PERFORMANCE MILESTONE IS EXTENDED) SHALL CONSTITUTE A BREACH OF THIS AGREEMENT AND ENTITLE AHP TO MANDATE THE SUBCONTRACTOR TO RETURN TO THE STATE OF CALIFORNIA ANY PROGRAM FUNDS DISBURSED; IN ANY SUCH INSTANCE, AHP MAY, WITH DHCS APPROVAL, ALSO CANCEL THIS AGREEMENT WITHOUT OWING ANY DAMAGES OR OTHER PAYMENT TO THE SUBCONTRACTOR.

Attachment G
Subcontractor Certification
(Under DHCS Agreement No. 22-20456-BHBH)

Subcontractor Certification Clause

CCC 04/2017

CERTIFICATION:

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Subcontractor to the clause(s) listed below. This certification is made under the laws of the State of California.

County of Mono

95-6005661

Subcontractor/Bidder Firm Name

Federal ID Number

By (Authorized Signature)

Printed Name of Person Signing

Date Executed

Executed in the County of
Mono

SUBCONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Subcontractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Subcontractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

- (b) Establish a Drug-Free Awareness Program to inform employees about:
 - 1. the dangers of drug abuse in the workplace;
 - 2. the person's or organization's policy of maintaining a drug-free workplace;
 - 3. any available counseling, rehabilitation, and employee assistance programs;and
 - 4. penalties that may be imposed upon employees for drug abuse violations.
- (c) Provide that every employee who works on the proposed A&R Subcontract will:
 - 1. receive a copy of the company's drug-free policy statement; and
 - 2. agree to abide by the terms of the company's statement as a condition of employment on the A&R Subcontract.

Failure to comply with these requirements may result in suspension of payments under the A&R Subcontract or termination of the A&R Subcontract or both and Subcontractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Subcontractor has made false certification; or (2) violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Subcontractor certifies that no more than one (1) final unappealable finding of contempt of court by a federal court has been issued against Subcontractor within the immediately preceding two-year period because of Subcontractors failure to comply with an order of a federal court which orders Subcontractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

SUBCONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE-PRO BONO REQUIREMENT

Subcontractor hereby certifies that Subcontractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1,2003.

Subcontractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of any agreement equal to the lessor of 30 multiplied by the number of full-time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any agreement period of less than a full year or 10% of its agreement with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Subcontractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1 and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

- a. All Subcontractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works

agreement, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the agreement have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The Subcontractor further declares under penalty of perjury that they adhere to the Sweat free Code of Conduct as set forth on the California Department of Industrial Relations website and Public Contract Code Section 6108.

- b. The Subcontractor agrees to cooperate fully in providing reasonable access to the Subcontractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the Subcontractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For agreements of \$100,000 or more, Subcontractor certifies that Subcontractor is in compliance with Public Contract Code Section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Subcontractor needs to be aware of the following provisions regarding current or former state employees. If Subcontractor has any questions on the status of any person rendering services or involved with the A&R Subcontract, the awarding agency must be contacted immediately for clarification.

- a. Current State Employees (PCC 10410):
 1. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
 2. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

- b. Former State Employees (PCC 10411):

1. For the two-year period from the date, he or she left state employment, no former state officer or employee may enter into an agreement in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the agreement while employed in any capacity by any state agency.
2. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into an agreement with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed agreement within the 12-month period prior to his or her leaving state service.

If Subcontractor violates any provisions of the above paragraphs, such action by Subcontractor shall render this A&R Subcontract void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS COMPENSATION:

Subcontractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Subcontractor affirms to comply with such provisions before commencing the performance of the work of this A&R Subcontract. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

Subcontractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

SUBCONTRACTORS NAME CHANGE:

An amendment is required to change the Subcontractor's name as listed on this A&R Subcontract. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATION TO DO BUSINESS IN CALIFORNIA

- a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the Subcontractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.
- b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate Subcontractor performing within the state not be subject to the franchise tax.

- c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Subcontractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease-and-desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all Subcontractors that are not another state agency or other government entity.

Pursuant to Public Contract Code Section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew an agreement with, a state agency with respect to any agreement in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted, or the agreement is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For any agreement executed or renewed after January 1, 2017, the Subcontractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATION POLICIES For any agreements executed or renewed after January 1, 2017, if a Subcontractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Subcontractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code).

***Balance of the page intentionally left blank;
Signature pages to follow.***

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct:

Proposer/Bidder Name (Printed):

EIN: 95-6005661

By (Authorized Signature):

Printed Name of Person Signing:

Executed in the County of: Mono Executed in the State of California.

Date Executed:

Exhibit G EO Sanction Notification



MICHELLE BAASS
DIRECTOR

State of California—Health and Human Services Agency
Department of Health Care Services



GAVIN NEWSOM
GOVERNOR

May 03, 2022

Charles Galland
Chief Operating Officer
Advocates for Human
Potential, Inc.
490B Boston Post Road,
Sudbury, MA 01776
Contract # 21-10368 A01

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in
Response to Russia's Actions in Ukraine

Dear Charles Galland:

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>).

Failure to comply may result in the termination of contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Administration
Office MS4200
1501 Capitol Ave, Sacramento, CA 95814
Phone: (916) 552-8006
Internet Address: <http://www.DHCS.ca.gov>



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: County Administrative Office

TIME REQUIRED 5 minutes

SUBJECT Regional Housing Study
Memorandum of Understanding

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tyrone Grandstrand, Housing
Opportunities Manager

AGENDA DESCRIPTION:

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

Proposed Memorandum of Understanding (MOU) with County of Inyo, City of Bishop, and Town of Mammoth Lakes pertaining to cost sharing on BAE Urban Economics Inc. (BAE) contract for a regional housing needs assessment.

RECOMMENDED ACTION:

Approve, and authorize CAO to sign, MOU with County of Inyo, City of Bishop, and Town of Mammoth Lakes for cost sharing on BAE contract for a regional housing needs assessment.

FISCAL IMPACT:

Up to \$40,000 towards Cost Sharing Agreement.

CONTACT NAME: Tyrone Grandstrand

PHONE/EMAIL: 7609144963 / tgrandstrand@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
Staff Report
Cost Sharing MOU
BAE Housing Study Timeline
Contract Between Inyo and BAE
Inyo and BAE Contract Attachment Insurance Requirements
Inyo and BAE Contract Exhibit A

History**Time**

2/6/2025 9:19 AM

2/6/2025 12:30 PM

2/6/2025 12:55 PM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes



COUNTY ADMINISTRATIVE OFFICER

COUNTY OF MONO

Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER

Christine Bouchard

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Tyrone Grandstrand, Housing Opportunities Manager

Date: February 11, 2025

Re: Regional Housing Needs Assessment MOU

Strategic Plan Focus Area(s) Met

☒ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Background

Mono County hasn't completed a housing needs assessment since 2017. In 2017, that housing needs assessment identified the need over the following 5 years of up to 170 units, or about 34 units per year. From 2010 through 2019 Mono County averaged 10 units receiving their certificate of occupancy per year from all sources. Leaving Mono County short by 24 units per year.

Assuming conditions have not worsened, but maintained the same absolute growing need, by 2030 (5 years from now), the unmet need will have likely grown to over 300 units. However, every community in the region is experiencing a shortage of housing from the southern tip of Inyo County to most northern portion of Mono County. Mono County staff have been working with staff from Inyo County, Bishop, and the Town of Mammoth Lakes to begin a regional housing needs assessment to investigate future needs and the impacts of the shortage of housing throughout the region. This assessment would look at housing needs at both a regional level and a community level.

The MOU splits the expenses equally between the jurisdictions, with the consideration that Mono County will utilize its contract with SMR to assist the group in working with BAE to ensure the study meets all of each jurisdiction's needs.

Below is a summary of the scope of work that BAE will be undertaking from the present through as late as June of 2026, but with the target end date of October 2025 (for detailed timeline see the attached timeline document) to assist our communities in developing the regional housing needs assessment:

Phase 1: This phase includes all the steps to develop a needs assessment that will give us the data that can help Mono County plan its housing program, and other related policies to target the housing needs identified.

1. Kick-off meeting with all jurisdictions
2. Review of background materials (studies, plans, and assessments from all jurisdictions)
3. Identify Current Demographic and Economic Trends
4. Community Outreach and Stakeholder Surveys
 - a. Real Estate Industry
 - b. Employer and Employee
 - c. Community Workshops
 - d. Translation Services
5. Estimate and Forecast Housing Needs by type
 - a. Estimate Number of Resident Workforce Households
 - b. Estimate Number of Seasonal and In-Commuter Workforce Households
 - c. Estimate Unmet Workforce Housing Demands by Type
 - d. Forecast Future Housing Needs by Type, Size, and Affordability Level
 - e. Prepare Housing Needs Estimation and Forecasting workbook
6. Housing Funding/Financing Gap Analysis
7. Prepare Draft and Final Regional Housing Needs Assessment Report

Phase 2: This phase includes developing action steps that each community can take to meet the housing needs. For Mono County this will assist in both validating the Mono County Housing Policy Analysis and assist in developing additional strategies and recommendations.

1. Facilitate a Regional Housing Action Planning Process
 - a. Host community workshops
2. Prepare the Eastern Sierra Housing Action Plan

There aren't specific timelines for each step, the goal is to ensure each step is done as quickly as possible, but also ensuring that the quality of product meets the needs of each jurisdiction.

Previously staff had looked into the costs of doing a housing study for only the unincorporated parts of Mono County. The cost estimate for that project was around \$70,000. The regional process will cost Mono County less, while providing far more information, including information about neighboring jurisdictions that impact our housing needs.

MEMORANDUM OF UNDERSTANDING AMONG THE COUNTY OF INYO,
THE COUNTY OF MONO, THE TOWN OF MAMMOTH LAKES, THE
CITY OF BISHOP AND THE EASTERN SIERRA COUNCIL OF GOVERNMENTS AUTHORIZING THE COUNTY OF
INYO TO ENTER INTO AND ADMINISTER A CONTRACT
FOR THE PREPARATION OF A REGIONAL HOUSING NEEDS ASSESSMENT AND ACTION PLAN AND
PROVIDING FOR REIMBURSEMENT TO THE COUNTY OF INYO FOR THE COST THEREOF

WHEREAS, the County of Inyo (Inyo), the County of Mono (Mono), the Town of Mammoth Lakes (Mammoth) the City of Bishop (Bishop), and the Eastern Sierra Council of Governments (ESCOG), in order to address the need for adequate housing in the region, determined that it will be beneficial to prepare an assessment of the region's housing needs and resources and an action plan for addressing those needs; and

WHEREAS, pursuant to that determination, a staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG prepared, approved, and distributed a Request for Proposals in order to solicit and ultimately retain the services of a consultant to prepare such a regional housing needs assessment; and

WHEREAS, Mono has an existing contract with a firm known as SMR Development to provide expert guidance and extra capacity to support Housing initiatives; and

WHEREAS, the staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG utilized Mono's contract with SMR Development to support preparation, distribution, and evaluation of the Request for Proposals to prepare the regional housing needs assessment; and

WHEREAS, the staff committee from Inyo, Mono, Mammoth, Bishop, and ESCOG, working with SMR Development, subsequently selected, from among the respondents to the RFP, the firm of BAE Urban Economics, to prepare the regional housing needs assessment; and

WHEREAS, in the interest of simplification and time savings, Inyo offered to prepare, enter into, and administer the contract with BAE Urban Economics for the preparation of the Eastern Sierra Regional Housing Needs Assessment and Action Plan, contingent upon each of the other jurisdictions reimbursing Inyo for their respective shares of the cost of the Eastern Sierra Regional Housing Needs Assessment and Action Plan contract; and

WHEREAS, because Mono has contributed the support of SMR Development under its existing contract, its is agreed that Mono's share of the cost of the Eastern Sierra Regional Housing Needs Assessment and Action Plan contract will be reduced by a proportional amount; and

WHEREAS, the parties to this Memorandum of Understanding, wish to memorialize the above-described arrangement.

NOW, THEREFORE, BE IT UNDERSTOOD AND AGREED by the parties to this MOU that:

- 1) Inyo shall negotiate, prepare, and enter into a contract with BAE Urban Economics for the preparation of a Regional Housing Needs Assessment and Action Plan; said contract shall, to the degree practicable, require that the needs assessment be completed in accordance with, and include the terms of, the Request for Proposals; the contract will be for a not-to-exceed amount of \$193,175.

- 2) Inyo shall be responsible for administering all aspects of the contract with BAE Urban Economics, and shall have the authority to do so, both generally and in accordance with its terms, except that it shall not terminate the contract without first consulting with representatives from the other four jurisdictions; and
- 3) Upon Inyo's approval of an invoice submitted to it by BAE Urban Economics, Inyo shall pay BAE Urban Economics for services and work performed pursuant to the Inyo- BAE Urban Economics contract. Inyo will then submit invoices to Mono, Mammoth, and the City of Bishop, along with copies of the invoices and description of work performed. The invoices will request payment from Mono, Mammoth, and Bishop for the invoice in proportion to those entities funding commitments for the Regional Housing Needs Assessment and Action Plan. Mono, Mammoth, and Bishop shall remit payment to Inyo for the invoiced amounts within 30 days of their receipt of the invoice.
- 4) Funding commitments from each jurisdiction are as follows:
 - a. Mono County: 16% of each invoice
 - b. Town of Mammoth Lakes: 28% of each invoice
 - c. City of Bishop: 28% of each invoice
 - d. County of Inyo: 28% of each invoice
- 5) The four jurisdictions shall, no less frequently than monthly during the term of the contract, meet to discuss the status of the Regional Housing Needs Assessment and Action Plan and review any interim deliverables produced by BAE Urban Economics.
- 6) Upon completion and delivery, all four jurisdictions and ESCOG shall receive a copy of the Regional Housing Needs Assessment and Action Plan.

WHEREFORE, by the signatures of their authorized representatives appearing below, Inyo, Mono, Mammoth, and Bishop agree to perform and be bound by the terms of this Memorandum of Understanding.

The County of Inyo

By: _____
Chairman of the Board of Supervisors

Dated: _____

Approved as to form and legality:

By: _____
County Counsel for County of Inyo

Dated: _____

Approved as to accounting form:

By: _____
County Auditor for County of Inyo

Dated: _____

The County of Mono

By: _____
Chairman of the Board of Supervisors

Dated: _____

Approved as to form and legality:

By: _____
County Counsel for County of Mono


Dated: _____

The Town of Mammoth Lakes

By: 
Mayor

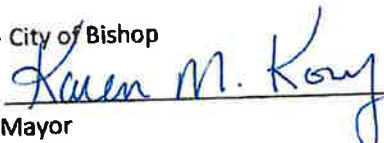
Dated: 1/15/25

Approved as to form and legality:

By: 
Attorney for the Town of Mammoth Lakes

Dated: January 15, 2025

The City of Bishop

By: 
Mayor

Dated: 1-13-2025

Approved as to form and legality:

By: 
Attorney for the City of Bishop

Dated: 1-17-2025

The Eastern Sierra Council of Governments

By: _____
Chair

Dated: _____

Approved as to form and legality:

By: _____

Dated: _____



Attorney for the Eastern Sierra Council of Governments

Eastern Sierra Regional Housing Needs Assessment and Action Plan

Task	Proposed Project Schedule (Months/Weeks)																																			
	Feb				Mar.				Apr.					May.				Jun.				Jul.				Aug.				Sept.				Oct.		
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36
Phase I - Regional Housing Needs Assessment + Market Analysis																																				
Task 1: Kickoff Meeting and Information Request																																				
Task 2: Review Background Materials																																				
Task 3: Identify Current Demographic and Economic Trends																																				
Task 4: Community Outreach and Stakeholder Surveys																																				
Task 4a: Real Estate Industry Interviews																																				
Task 4b: Employer and Employee Surveys																																				
Task 4c: Community Workshops																																				
Task 4d: Translation Services																																				
Task 5: Estimate and Forecast Housing Needs by Type																																				
Task 5a: Estimate Number of Resident Workforce households																																				
Task 5b: Estimate Number of Seasonal and In-Commuter Households																																				
Task 5c: Estimate Unmet Workforce Housing Demand by Type																																				
Task 5d: Forecast Future Housing Needs by Type																																				
Task 5f: Prepare Housing Need Estimation and Forecasting Workbook																																				
Task 6: Housing Funding/Financing Gap Analysis																																				
Task 9: Prepare Draft and Final Regional Housing Needs Assessment Report																																				
Phase II - Eastern Sierra Regional Housing Action Planning Process																																				
Task 10: Facilitate a Regional Housing Action Planning Process																																				
Task 11: Prepare the Eastern Sierra Housing Action Plan																																				

Deliverable

Progress

 Deliverable
 Progress

AGREEMENT BETWEEN COUNTY OF INYO

AND BAE Urban Economics, Inc.

FOR THE PROVISION OF Regional Housing Needs Assessment and Action Plan SERVICES

INTRODUCTION

WHEREAS, the County of Inyo (hereinafter referred to as "County") may have the need for the Regional Housing Needs Assess services of BAE Urban Economics, Inc. of Berkeley, CA (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms, and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK.

The Contractor shall furnish to the County, upon its request, those services and work set forth in Attachment A, attached hereto and by reference incorporated herein. Requests by the County to the Contractor to perform under this Agreement will be made by Meaghan McCamman, whose title is: Deputy County Administrator. Requests to the Contractor for work or services to be performed under this Agreement will be based upon the County's need for such services. The County makes no guarantee or warranty, of any nature, that any minimum level or amount of services or work will be requested of the Contractor by the County under this Agreement. County by this Agreement 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 the Contractor at the 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, regulations, and resolutions. Such laws, ordinances, regulations, and resolutions include, but are not limited to, those which are referred to in this Agreement.

2. TERM.

The term of this Agreement shall be from January 28, 2025 to June 30, 2026 unless sooner terminated as provided below.

3. CONSIDERATION.

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

B. Travel and per diem. Contractor will not be paid or reimbursed for travel expenses or per diem which Contractor incurs in providing services and work requested by County under this Agreement.

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 the County to Contractor for services and work performed under this Agreement shall not exceed One Hundred Ninety Three Thousand, One Hundred Seventy Five Dollars

(\$193,175) (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 which is in excess of the contract limit.

E. Billing and payment. Contractor shall submit to the County, once a month, an itemized statement of all services and work described in Attachment A, which were done at the County's request. This statement will be submitted to the County not later than the fifth (5th) day of the month. 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. This statement will 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. Upon timely receipt of the statement by the fifth (5th) day of the month, County shall make payment to Contractor on the last day of the month.

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 will 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. To facilitate this reporting, Contractor shall complete and submit to the County an Internal Revenue Service (IRS) Form W-9 upon executing this Agreement.

4. WORK SCHEDULE.

Contractor's obligation is to perform, in a timely manner, those services and work identified in Attachment A which are requested by the County. It is understood by Contractor that the performance of these services and work will require a varied schedule. Contractor will arrange his/her own schedule, but 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.

A. Any licenses, certificates, or permits required by the federal, state, county, 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 or as otherwise may be required. 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 the County. Contractor will provide County, upon execution of this Agreement, with evidence of current and valid licenses, certificates and permits which 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.

B. Contractor warrants that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in covered transactions by any federal department or agency. Contractor also warrants that it is not suspended or debarred from receiving federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the General Services Administration available at: <http://www.sam.gov>.

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ET CETERA.

Contractor shall provide such office space, supplies, equipment, vehicles, reference materials, 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, etc. provided to Contractor by County pursuant to this Agreement are, and at the termination of this Agreement remain, 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, which 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, video tapes, 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 which 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 remain, the sole and exclusive property of the County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

8. INSURANCE.

For the duration of this Agreement Contractor shall procure and maintain insurance of the scope and amount specified in Attachment C and with the provisions specified in that attachment.

9. STATUS OF CONTRACTOR.

All acts of Contractor, its agents, officers, and employees, relating to the performance of this Agreement, shall be performed as independent contractors, and not as agents, officers, or employees of County. Contractor, by virtue of this Agreement, has no authority to bind or incur any obligation on behalf of County. Except as expressly provided in Attachment A, Contractor has no authority or responsibility to exercise any rights or power vested in the County. No agent, officer, or employee of the Contractor is to be considered an employee of County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered 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 as employees of County.

10. DEFENSE AND INDEMNIFICATION.

Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damages which was caused by the sole negligence or willful misconduct of the County.

11. RECORDS AND AUDIT.

A. Records. Contractor shall prepare and maintain all records required by the various provisions of this Agreement, federal, state, county, municipal, ordinances, regulations, and directions. Contractor shall maintain these records for a minimum of four (4) years from the termination or completion of this Agreement. Contractor may fulfill its obligation to maintain records as required by this paragraph by substitute photographs, microphotographs, 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, which County determines to be pertinent to this Agreement, for the purposes of making audit, evaluation, examination, excerpts, and transcripts during the period such records are to be maintained by Contractor. Further, County has the right, at all reasonable times, to audit, inspect, or otherwise evaluate the work performed or being performed under this Agreement.

12. NONDISCRIMINATION.

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, or sex. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said act.

13. CANCELLATION.

This Agreement may be canceled by County without cause, and at will, for any reason by giving to Contractor thirty (30) days written notice of such intent to cancel. Contractor may cancel this Agreement without cause, and at will, for any reason whatsoever by giving thirty (30) days written notice of such intent to cancel to County.

14. ASSIGNMENT.

This is an agreement for the 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 monies due or to become due under this Agreement without the prior written consent of County.

15. DEFAULT.

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

16. WAIVER OF DEFAULT.

Waiver of any default by either party to this Agreement shall not be deemed to be 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 twenty-two (22) below.

17. CONFIDENTIALITY.

Contractor further agrees to comply with the 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 information and records. Disclosure of such confidential, privileged, or protected information shall be made by Contractor only with the express written consent of the County. Any disclosure of confidential information by Contractor without the County's written consent is solely and exclusively the legal responsibility of Contractor in all respects.

Notwithstanding anything in the Agreement to the contrary, names of persons receiving public social services are confidential and are to be protected from unauthorized disclosure in accordance with Title 45, Code of Federal Regulations Section 205.50, the Health Insurance Portability and Accountability Act of 1996, and Sections 10850 and 14100.2 of the Welfare and Institutions Code, and regulations adopted pursuant thereto. For the purpose of this Agreement, all information, records, and data elements pertaining to beneficiaries shall be protected by the provider from unauthorized disclosure.

18. CONFLICTS.

Contractor agrees that it has no interest, and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the work and services under this Agreement.

19. POST AGREEMENT COVENANT.

Contractor agrees not to use any confidential, protected, or privileged information which is gained from the 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 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 the County, or who has been an adverse party in litigation with the County, and concerning such, Contractor by virtue of this Agreement has gained access to the County's confidential, privileged, protected, or proprietary information.

20. SEVERABILITY.

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

21. FUNDING LIMITATION.

The ability of County to enter 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 cancel, reduce, or modify this Agreement, or any of its terms within ten (10) days of its notifying Contractor of the cancellation, reduction, or modification of available funding. Any reduction or modification of this Agreement made pursuant to this provision must comply with the requirements of paragraph twenty-two (22) (Amendment).

22. AMENDMENT.

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

23. NOTICE.

Any notice, communication, amendments, additions, or deletions to this Agreement, including change of address of either party during the terms 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 to, the respective parties as follows:

County of Inyo	
<u>County Administrator</u>	Department
<u>PO Drawer N</u>	Address
<u>Independence, CA 95826</u>	City and State

Contractor:	
<u>BAE, C/O Aaron Nousaine</u>	Name
<u>10266 Truckee Airport Rd Suite C</u>	Address
<u>Truckee CA 96161</u>	City and State

24. 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 the same be in writing executed by the parties hereto.

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AGREEMENT BETWEEN COUNTY OF INYO
AND BAE Urban Economics, Inc.
FOR THE PROVISION OF Regional Housing Needs Assessment and Action Plan **SERVICES**

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS
THIS _____ DAY OF _____, _____.

COUNTY OF INYO

CONTRACTOR

By: _____
Signature

By: _____
Signature

Print or Type Name

Print or Type Name

Dated: _____

Dated: _____

APPROVED AS TO FORM AND LEGALITY:

County Counsel

APPROVED AS TO ACCOUNTING FORM:

County Auditor

APPROVED AS TO PERSONNEL REQUIREMENTS:

Personnel Services

APPROVED AS TO INSURANCE REQUIREMENTS:

County Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF INYO

AND BAE Urban Economics, Inc.

FOR THE PROVISION OF Regional Housing Needs Assessment and Action Plan **SERVICES**

TERM:

FROM: 1/28/25 **TO:** 6/30/26

SCOPE OF WORK:

BAE Urban Economics will deliver the Scope of Work as set forth in Attachment A-1.

Notwithstanding the language in Section 10. Defense and Indemnification, Contractor shall hold harmless, defend and indemnify County and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, cost (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement to the extent that the above arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct (all whether by act, error, and/or omission) of the Consultant, except such loss or damages which were caused by the sole negligence or willful misconduct of the County.

ATTACHMENT B

AGREEMENT BETWEEN COUNTY OF INYO

AND BAE Urban Economics, Inc.

FOR THE PROVISION OF Regional Housing Needs Assessment and Action Plan

SERVICES

TERM:

FROM: 1/28/25

TO: 6/30/26

SCHEDULE OF FEES:

Project Budget

BAE will complete the scope of work on a percent complete basis for the not-to-exceed amount of this Agreement. The schedule of fees is set forth on Table 2 of Attachment A-1. Reported hourly rates include personnel and overhead costs, and are subject to revision on or after January 1, 2026. Revision to hourly rates shall not result in an increase in the not-to-exceed project cost or result in the inability to complete the existing scope of work, unless otherwise authorized by the client as a result of modifications to this scope of work. Allowable travel costs and other expenses, such as data purchases, are passed through with no markup.

Contractor shall submit to the County, once a month, an itemized statement of all services and work performed as described in Attachment A-1, which were done at the County's request.

Notwithstanding the language in Section 3E Billing and Payment, the monthly statement will include a description of the work completed during the month and will bill out each task based on the percent completed to-date.

Notwithstanding the language in Section 3.B, Travel and Per Diem, Travel Expenses for this contract will be reimbursed via monthly invoices when travel is performed. Travel Expenses will be reimbursed at the rate of \$317.50 per trip for up to 6 trips.

Notwithstanding the language in Section 6, Office Space, Equipment, Supplies, Etc, data purchases up to \$2,000 will be reimbursed, as described in Table 2 of Attachment A-1.

ATTACHMENT C

AGREEMENT BETWEEN COUNTY OF INYO

AND _____
FOR THE PROVISION OF _____ SERVICES

TERM:

FROM: _____ TO: _____

SEE ATTACHED INSURANCE PROVISIONS

Attachment: 2024 Insurance Requirements for MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering any auto (Code 1), or if Contractor has no owned autos, covering hired (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers’ Compensation** insurance as required by the State of California, with **Statutory Limits**, and Employer’s Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease. *(Provision may be waived if Contractor provides written declaration of the following: (a) Contractor has no employees and agrees to obtain workers’ compensation insurance and notify Inyo County if any employee is hired, (b) Contractor agrees to verify proof of coverage for any subcontractor, and (c) Contractor agrees to hold Inyo County harmless and defend Inyo County in the case of claims arising for failure to provide benefits.)*
4. **Professional Liability** (Errors and Omissions): Insurance appropriate to the Contractor’s profession, with limit no less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate.
5. **Abuse/Molestation Liability** (Sexual assault and misconduct): Coverage with limits no less than \$1,000,000 per occurrence, \$2,000,000 aggregate. *(Provision waived if contract excludes direct service to minors, this is persons under the age of 18 years, or other vulnerable populations.)*
6. **Cyber Liability** insurance, with limits not less than **\$2,000,000** per occurrence or claim, **\$2,000,000** aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations undertaken by Vendor in this agreement and shall include, but not be limited to, claims involving security breach, system failure, data recovery, business interruption, cyber extortion, social engineering, infringement on intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, and alteration of electronic information. The policy shall provide coverage for breach response costs, regulatory fines and penalties, and credit monitoring expenses. *(Provision waived if contract excludes access, maintenance, or transmission of client or County medical, financial, or personnel records.)*

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, Inyo County requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Inyo County.

OTHER INSURANCE PROVISIONS

The insurance policies are to contain, or be endorsed to contain, the following provisions:

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

Additional Insured Status: Inyo County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used).

Primary Coverage: For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects Inyo County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by Inyo County, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies.

Notice of Cancellation: Each insurance policy required above shall state that coverage shall not be canceled, except with notice to Inyo County.

Umbrella or Excess Policy: The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

Waiver of Subrogation: Contractor hereby grants to Inyo County a waiver of any right to subrogation which any insurer of said Contractor may acquire against Inyo County by virtue of the payment of any loss under such insurance. The contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not Inyo County has received a waiver of subrogation endorsement from the insurer.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by Inyo County. Inyo County may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Inyo County. The CGL and Professional Liability policies must provide that defense costs, including ALAE, will satisfy the SIR or deductible.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to Inyo County.

Claims Made Policies: If any of the required policies provide coverage on a claims-made basis:

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

**Attachment: 2024 Insurance Requirements for
MOST PROFESSIONAL SERVICES (no construction, maintenance, or design)**

Verification of Coverage: Contractor shall furnish Inyo County with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. **All certificates and endorsements and copies of all Declarations and Endorsements pages are to be received and approved by Inyo County before work commences.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. Inyo County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Special Risks or Circumstances: Inyo County reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

SCOPE OF WORK:

Phase I – Regional Housing Needs Assessment + Market Analysis

Phase I of the project will include collection of background information necessary to inform preparation of the Action Plan under Phase II.

Task 1: Kickoff Meeting and Information Request

BAE staff will attend a virtual kickoff meeting with members of the CHC, including representatives from Inyo and Mono Counties, the Town of Mammoth Lakes, the City of Bishop, the Eastern Sierra Council of Governments (ESCOG), and SMR Development. The purpose of this meeting will be to review the work scope and schedule, discuss project logistics and coordination, plan for the first community workshop, and to provide BAE with any relevant background materials and locally available datasets (e.g., building permit data, planned and proposed project inventory, assessors' parcel data, zoning and land use data, short-term rental permit data and transient occupancy tax receipts, etc.). The CHC may request modifications to the Study Region (Inyo County and Mono County) and/or sub-area boundaries (Town of Mammoth Lakes, City of Bishop, etc.). BAE will also provide the CHC with updated copies of the employer and employee survey tools for review and comment.

Task 2: Review Background Materials

BAE will review background materials provided by the CHC regarding affordable and workforce housing needs and policies within the Study Region, including but not limited to:

2005 Inyo and Mono County Housing Needs Assessment
2017 Mono County Housing Needs Assessment and Resident Survey
2017 Mammoth Lakes Housing Needs Assessment and Action Plan
2019-2027 Town of Mammoth Lakes Housing Element
2019-2027 City of Bishop Housing Element
2019-2027 Mono County Housing Element
2021-2029 Inyo County Housing Element
2022 Downtown Bishop Specific Plan and Mixed-Use Overlay
2022 Evaluating Infill Housing Opportunities to Reduce Inyo County per Capita VMT
2024 Town of Mammoth Lakes Short-Term Rental Study
2024 Mono County Short-Term Rental Housing Study

Task 3: Identify Current Demographic and Economic Trends

BAE will collect relevant statistics regarding community demographics, household composition, regional employment and commuting patterns, housing inventory characteristics, and housing market conditions from the 2010 and 2020 Decennial Census, as well as the most recent available American Community Survey (ACS), and will consult with members of the CHC (and

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

the ESCOG in particular) regarding known errors and shortcomings associated with these data sets. BAE will also leverage other demographic and economic data source, as needed, including data available from the California Department of Finance (DOF), Department of Transportation (Caltrans), Employment Development Department (EDD), Department of Tax and Fee Administration (CDTFA), the U.S. Postal Service (USPS), and U.S. Bureau of Labor Statistics (BLS), as well as a variety of available private data sources such as CoStar, ListSource, and AirDNA. Data will be collected for the Study Region and established subareas. Some selected data may also be collected at the Census Block Group and/or Tract level to facilitate preparation of thematic maps.

The specific variables collected using publicly available data sources will include, but shall not be limited to, total population, age distribution, racial and ethnic distribution, seasonal population changes, number of households, households by income category, household size and type, occupied housing units by tenure (e.g., renter occupied, owner occupied, vacant), households by presence of housing problems,¹ housing units by type (e.g., single-family, multifamily, etc.), employment by industry (both monthly and annual for the two counties and incorporated cities), unemployment and labor force trends, occupational employment characteristics, regional commuting patterns, sales tax and transient occupancy tax trends, housing units by type of vacancy (e.g., functional vs. seasonal, etc.), and housing units by size. As an additional no-cost option, BAE can also supplement information previously collected for Mono County (i.e., add in data for Inyo County) regarding change of address requests submitted to the U.S. Postal Service (USPS) to assess the order of magnitude of in- and out-migration that occurred in recent years and a result of COVID-19 induced regional migration.

Additional data on recent trends in the for-sale and rental housing markets will be collected from private data vendors and various other local sources. For example, BAE will process and review information on residential purchases available through ListSource, a private data vendor, to identify trends in home sales volumes and pricing by subarea and asset class. BAE will also review the available data from CoStar on inventory and pricing trends within the multifamily rental housing market, but will also conduct primary research to identify private rental listings for single-family homes and condominiums that are for rent within the study area. BAE will also interview real estate brokers and property managers to assess trends in the housing market. Data on the tourist accommodations inventory will be collected from the local tourism bureaus (i.e., Visit Mammoth and Visit Bishop), as well as from CoStar for the hotel inventory and from AirDNA for the short-term rental industry. BAE will also request information on recent building permit trends and residential development projects planned for construction in the study area, as well as any non-residential projects that would involve a significant increase in local or regional employment (thereby creating new housing demand).

¹ As defined by the U.S. Department of Housing and Urban Development (HUD) and the U.S. Census Bureau.

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

In addition to collecting the above data on household demographics and housing market trends, BAE will calculate the relative for-sale home prices and rental rates that may be affordable at different income levels, as well as the income that would be necessary to reasonably afford market rate housing within each market segment using industry standard methods and loan underwriting criteria, including the California State income limits.

Task 4: Community Outreach and Stakeholder Surveys

To collect additional information necessary to interpret the quantitative data collected under Task 3, which will also be needed to complete the housing need estimates under Task 5, BAE will complete a series of interviews and will administer a pair of custom survey tools.

Task 4a: Real Estate Industry Interviews

Under this task, BAE will conduct one-on-one and/or group interviews with up to 20 individuals knowledgeable about local housing market conditions and trends. This will include real estate brokers and property managers, as well as housing advocates, policymakers, and housing program administrators. The interviews may be conducted in-person or virtually (either by phone or web meeting), as dictated by the schedule and budget. BAE will work with the CHC as part of the kickoff meeting to identify potential contacts.

Task 4b: Employer and Employee Surveys

To collect information about the impacts of the workforce housing shortage on job creation, as well as on workforce housing preferences, BAE proposes to administer two concurrent surveys, one aimed at employers and the other at employees. These tools will be based on templates previously used by BAE for similar research but will be modified in consultation with the CHC prior to implementation. The survey tools will be made available online using the SurveyMonkey web platform, though hard copy surveys will be available upon request, as well as for use by partner organizations and agencies that would like to assist with survey implementation.

The CHC will compile available business license information and Chamber of Commerce member rolls, including mailing addresses and email addresses for businesses within the Study Region. If needed, BAE can also augment the data provided by the CHC with additional information available through Dun and Bradstreet (D&B), at an additional cost. BAE will then prepare a list of up to 400 businesses to invite to participate in the employer survey. BAE will then prepare customized survey packets for distribution to target employers via email and the USPS. Each information packet will include an introductory letter explaining the purpose of the survey and the uses of its data, including assurances of anonymity for all survey responses. The letter will give instructions for a business representative to fill out the employer survey and for the business to distribute the employee survey to its workers. The introductory letter will provide web links for the online employer and employee surveys and will also provide web links to download and print hard copy forms for both the employer and employee surveys, along with instructions to mail or email completed surveys to BAE for processing.

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

In addition to requesting that businesses receiving the survey packets encourage their workers to respond to the employee survey, BAE will also strategize with the CHC to identify methods to publicize the availability of the employee survey through social media channels that would reach local employees independent of their employers. BAE will also work with the CHC to identify the most appropriate timing for administration of the employee survey to optimize the response rates for both year-round and seasonal employees (e.g., avoid the shoulder seasons when some year-round workers leave the area).

Once the survey period (approximately eight weeks) has lapsed, BAE will download all survey responses from the employer and employee surveys. BAE will also enter the data from any completed hard copy surveys returned to BAE via mail or e-mail. Upon completing survey data entry and cleaning, BAE will analyze the data for use in estimating demand for affordable workforce housing. An important goal of the survey work is to better understand the circumstances of workforce households and their housing needs, by income level.

Task 4c: Community Workshops

BAE will facilitate up to three in-person community workshops during Phase I which will be structured as presentations to members of the CHC, but will also be open to the public and will provide the public with opportunities to observe the process, learn from the information being presented, and provide their own input. The exact number of meetings and their locations will be up to the CHC, the proposed budget assumes the following:

Workshop #1 – Formally convene the CHC, provide a summary of the reasons for undertaking this work, introduce the consultant team, review the proposed process, scope of work, and schedule. Introduce the employer and employee surveys and begin soliciting support. BAE recommends holding this workshop shortly after the kickoff meeting, which can be used to coordinate the first workshop.

Workshop #2 – Present an interim update (with detailed slide deck) to the CHC on the Demographic and Economic Trends analysis and the stakeholder interviews. Announce plans for the employer and employee surveys.

Workshop #3 – Present on key findings (with detailed slide deck) from the community outreach interviews, prior CHC workshops, and the employer and employee surveys. Introduce the Phase II process.

Task 4d: Translation Services

For the purposes of facilitating workshops and other community outreach, BAE will provide Spanish language copies of public facing print and presentation materials, such as the survey tools, invitation letters, and presentation slides. The CHC will be responsible for coordinating and absorbing the cost of in-person Spanish language translations at each of the community workshops. BAE will provide Spanish language copies of the executive summaries for the Phase I and Phase II reports. A Spanish language copy of the full-text reports may be prepared upon request at additional cost.

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

Task 5: Estimate and Forecast Housing Needs by Type

BAE will prepare estimates of the order of magnitude of housing demand originating from existing resident, non-resident, and seasonal worker households. These estimates will illustrate the relative magnitude of the mismatch between the available housing stock within the region and the types of housing units that may best suit the needs of the region's workforce. As a result, the estimates should not be interpreted strictly as the number of new units that need to be built, but as the number of units that need to be "made available" to meet the needs of the workforce. For example, a portion of the estimated unmet demand comes from households that live in housing units with inadequate kitchen and plumbing facilities, which are overcrowded, or in households that are significantly overpaying for housing. Therefore, a portion of the estimated unmet demand may be satisfied through programs aimed at residential rehabilitation and towards improving affordability within the existing rental and for-sale housing stock. Nonetheless, a portion of the identified unmet demand, notably the demand from non-resident in-commuter workforce households and households associated with new employment growth, must be satisfied through the provision of new units (e.g., either new construction or conversion of existing second homes).

Task 5a: Estimate Number of Resident Workforce Households

The first step in the process of estimating unmet workforce housing needs is to identify the number of existing resident workforce households. To do this, BAE uses the robust demographic data available through the U.S. Census Bureau Public Use Microdata Sample (PUMS). The PUMS data provide a sample of individual responses to the American Community Survey (ACS) for defined areas of 100,000 or more persons (Public Use Microdata Areas, or PUMAs), which allow the creation of cross-tabulations of data not otherwise available in the published ACS data tables. BAE will use the SPSS statistical software package to generate frequency counts of resident workers by occupation, household size, and combined household income. The data will then be adjusted to account for the number of workers in the Study Region compared to the PUMA analysis area. BAE will then use data from the Quarterly Census of Employment and Wages (QCEW) and the Census Bureau's Non-Employer Statistics, as well as a variety of other potential data sources like the employee and employer survey results, as needed, to adjust and reweight the distribution to align with the occupational employment distribution and household characteristics observed within the Study Region specifically. BAE will then use the resulting adjusted data to convert from resident workers to worker households by income level.

Task 5b: Estimate Number of Seasonal and In-Commuter Workforce Households

The next step is to estimate the number of seasonal workforce households living in the Study Region. This is done based on the total number of resident workers identified based in Task 5A, which represents an annual average. BAE will then adjust the total number of year-round resident workers downward, proportionate to the seasonal fluctuations in employment, to

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

estimate the number of off-season resident workforce households, and upwards to estimate the number of peak season resident workforce households, based on QCEW and Census Non-Employer Statistics. The difference between these estimates equals the total number of seasonal workers that live in the Study Region. To estimate the number of households associated with the in-commuter workforce, BAE will apply the region's gross in-commuter rate, based on data from ESCOG and/or the U.S. Census Bureau, to the average annual resident workforce estimates. To convert from workers to workforce households, BAE will apply worker per household, total household size, and household income estimates derived based on the employee survey response data.

Task 5c: Estimate Unmet Workforce Housing Demand by Type

To estimate the anticipated housing demand generated by workforce households of all types, BAE makes the simplifying assumption that each household would occupy the smallest available unit, while simultaneously avoiding overcrowding (i.e., no more than two persons per bedroom, or more than one person per room). While many households prefer housing that is larger than the minimum necessary to avoid overcrowding, to the extent that housing affordability correlates with housing type and size, workforce households that are struggling to locate and secure housing often need to occupy smaller units than they might prefer. The unmet resident workforce housing demand estimates are subsequently based on estimates of total workforce housing demand from year-round resident worker households, multiplied by the proportion of households within each income category that experienced one of the four HUD defined housing problems, as reported in the HUD Comprehensive Housing Affordability Strategy (CHAS) dataset. Unmet seasonal and non-resident workforce housing demand estimates are based the proportion of seasonal and in-commuter survey respondents who indicated their preferred housing type and who would relocate to the Study Area if adequate housing options were made available.

Task 5d: Forecast Future Housing Needs by Type, Size, and Affordability Level

BAE will forecast anticipated future housing needs over the next five to ten years by housing type, household size, and affordability level. To do this, BAE will evaluate jobs by industry forecasts available from the EDD and Caltrans and will convert forecasted workers to forecasted workforce housing demand based on the distribution of workforce households by type (i.e., resident, seasonal, and in-commuter), household size, and income level, based on the distributions matrices compiled in Tasks 5a-d above.

Task 5e: Prepare Housing Need Estimation and Forecasting workbook

As a final subtask under Task 5, BAE will prepare a Microsoft Excel workbook similar to the attached example (see Exhibit D), that will allow the CHC to replicate the methods used for this study for future updates. The workbook will identify where the CHC should enter newly updated data and will identify the appropriate data sources and formats to be used. The

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

workbook will also provide aggregations of the workforce housing need estimates by type of need, income level, and housing unit type and size, which may be used to create figures.

Task 6: Housing Funding/Financing Gap Analysis

BAE will prepare a set of tables that compare consumer spending power for housing at different income levels with the cost associated with providing housing. BAE will prepare a table illustrating the maximum rent that can be considered affordable at each income level, assuming 30 percent of income goes to housing with allowances made for utilities. BAE will then calculate the amount of permanent debt that could be supported based on the rent that is affordable at each income level. BAE will also calculate the maximum for-sale home purchase prices that could be considered affordable at each income level based on prevailing mortgage lending terms. BAE will then compare the debt that would be supportable by rental income or the for-sale purchases price at each income level to the cost of providing different types of housing (e.g., single-family homes, ADUs, apartments, condominiums, etc.). The difference between what the consumer can afford to support and the cost of providing housing is known as the financing gap, which would need to be closed through some form of subsidy or cost reduction to make development financially feasible. The financing gap estimates and the housing need estimates, when combined, provide perspective on the order of magnitude cost associated with providing housing sufficient to meet the estimated and forecasted need.

Task 7: Prepare Draft and Final Regional Housing Needs Assessment Report

Concurrent with completion of Tasks 1-6, BAE will prepare a report that summarizes the data collected and identifies key findings. BAE will provide an *Administrative Draft* report to SMR Development for review. Upon receipt of comments, BAE will prepare a *Review Draft* report for circulation to the CHC. Upon receipt of one consolidated set of comments from the CHC, prepared by SMR Development, BAE will revise the *Review Draft* report and prepare a *Final* report for public distribution and use during the action planning process.

Phase II – Eastern Sierra Regional Housing Action Planning Process

Phase II of this scope of work will include preparation of a Regional Housing Action Plan.

Task 10: Facilitate a Regional Housing Action Planning Process

Upon completion of the Phase I research, BAE will facilitate up to three workshops with the CHC to review key findings from the Phase I research and discuss potential policy and program options for both local and regional implementation over a five-year Action Plan timeframe:

Workshop #4 – Discuss the spectrum of potential policy and program solutions that would meet the needs identified through the Phase I research. Receive guidance regarding which approaches may warrant consideration. Gain an understanding of what additional information the CHC members may need in order to build consensus around solutions.

Workshop #5 – Report back on the additional information that was requested by the CHC and receive additional guidance regarding which approaches may warrant inclusion in the draft

**Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026**

Action Plan. Identify which solutions can be implemented right away, versus those that require additional research and preparation prior to implementation. The CHC will begin to assign roles and responsibilities and to discuss potential funding sources, with BAE serving in a consultation role.

Workshop #6 – Present the Review Draft Regional Housing Action Plan to the CHC and receive comments on the draft. Confirm that consensus of members. Receive public commitments to pursue near-term implementation.

Task 11: Prepare the Eastern Sierra Housing Action Plan

In preparation for the fourth CHC community workshop, BAE will prepare a slide deck summarizing the array of potential policy and program options that may warrant inclusion in the Regional Housing Action Plan. Upon receipt of comments from the CHC, BAE will conduct additional research and will refine the list of potential policy options. Upon completion of the fifth CHC community workshop, BAE will begin preparation of an *Administrative Draft Regional Housing Action Plan* for review by SMR Development. Upon receipt of comments from SMR Development, BAE will prepare a Review Draft Regional Housing Action Plan for review by the CHC and for presentation at a sixth workshop. Upon receipt of one consolidated set of comments from the CHC, prepared by SMR Development, BAE will prepare a Final Regional Housing Action Plan document for public distribution and implementation by the CHC.

Project Budget

BAE will complete the above scope of work on a percent complete basis for a fixed fee of \$193,175, as shown in Table 1 on the following page. Reported hourly rates include personnel and overhead costs, and are subject to revision on or after January 1, 2026. Revision to hourly rates shall not result in an increase in the not-to-exceed project cost, unless otherwise authorized by the client as a result of modifications to this scope of work. Travel costs and other expenses, such as data purchases, are passed through with no markup.

Attachment A-1 to Agreement Between County of Inyo and BAE Urban Economics
January 28, 2025-June 30, 2026

Table 1: Project Budget

Task	BAE Urban Economics				
	Principal	Director	Associate	Analyst	(a)
	\$320	\$295	\$180	\$125	
<i>hourly rates</i>					
Task 1: Kickoff Meeting and Information Request	2				\$640
Task 2: Review Background Materials	16				\$5,120
Task 3: Identify Current Demographic and Economic Trends	32	6	60	80	\$32,810
Task 4: Community Outreach and Stakeholder Surveys	122		64	28	\$54,060
Task 4a: Real Estate Industry Interviews	30				\$9,600
Task 4b: Employer and Employee Surveys	40		40	16	\$22,000
Task 4c: Community Workshops	48			12	\$16,860
Task 4d: Translation Services	4		24		\$5,600
Task 5: Estimate and Forecast Housing Needs by Type	44	42	0	20	\$28,970
Task 5a: Estimate Number of Resident Workforce households	4	16		4	\$6,500
Task 5b: Estimate Number of Seasonal and In-Commuter Households	8	8		2	\$5,170
Task 5c: Estimate Unmet Workforce Housing Demand by Type	8	8		4	\$5,420
Task 5d: Forecast Future Housing Needs by Type	8	6		2	\$4,580
Task 5e: Prepare Housing Need Estimation and Forecasting Workbook	16	4		8	\$7,300
Task 6: Housing Funding/Financing Gap Analysis	2		8		\$2,080
Task 7: Prepare Draft and Final Regional Housing Needs Assessment Report	40	6	16	16	\$19,450
Task 8: Facilitate a Regional Housing Action Planning Process	88			16	\$30,160
Task 9: Prepare the Eastern Sierra Housing Action Plan	40	4		16	\$15,980
Reimbursable Expenses					\$3,905
Data Purchase and Subscriptions					\$2,000
Travel (e.g., mileage, accommodations, etc.)(b)					\$1,905
Total, All Line Items	\$123,520	\$17,110	\$26,640	\$22,000	\$193,175



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: County Administrative Office

TIME REQUIRED 30 minutes

SUBJECT Housing Program and 2025 Housing
Work Plan

**PERSONS
APPEARING
BEFORE THE
BOARD**

Tyrone Grandstrand, Housing
Opportunities Manager

AGENDA DESCRIPTION:

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

Presentation by Tyrone Grandstrand, Housing Opportunities Manager regarding Mono County Housing Program.

RECOMMENDED ACTION:

Adopt Mono County Housing Program as recommended in the Staff Report. Provide any desired direction to staff.

FISCAL IMPACT:

None.

CONTACT NAME: Tyrone Grandstrand

PHONE/EMAIL: 760.932.5406 / tgrandstrand@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report
Mono County Housing Policy Analysis
Work Plan

History

Time	Who	Approval
2/6/2025 9:17 AM	County Counsel	Yes
2/6/2025 12:27 PM	Finance	Yes

2/6/2025 1:19 PM

County Administrative Office

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Tyrone Grandstrand, Housing Opportunities Manager

Date: February 11, 2025

Re: Mono County Housing Program

Strategic Plan Focus Area(s) Met

☒ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Background

Over the past year and a half, staff have been developing a considered approach to meeting the housing needs of Mono County. This culminated in the development of a housing policy analysis to logically work through the problem that the housing crisis in Mono County represents, the values of the Board of Supervisors and the community to consider when thinking about possible solutions, and the possible effects of pursuing various solutions.

Mono County hasn't completed a housing needs assessment since 2017. In 2017, that housing needs assessment identified the need over the following 5 years of up to 170 units, or about 34 units per year. From 2010 through 2019 Mono County averaged 10 units receiving their certificate of occupancy per year from all sources which leaves Mono County short by 24 units per year.

Assuming conditions have not worsened, but maintained the same absolute growing need, by 2030 (5 years from now), the unmet need will have likely grown to over 300 units. However, every community in the region is experiencing a shortage of housing from the southern tip of Inyo County to most northern portion of Mono County. A regional housing study is taking place currently to investigate future needs and the impacts of the shortage of housing throughout the region.

These numbers paired with the stories we hear from residents of Mono County point towards the need to take major actions to alleviate the housing crisis in Mono County. Below is the policy analysis matrix for the options considered in this analysis.

The policy matrix on the next page represents the final output of the process of analysis:

Mono County Housing Policy Analysis Matrix							
Policy Option	Unit Production	Initial County Investment Per Unit	Annual Net Revenue	Green House Gas Reduction	Duration of Use	Geographic Equity	Score
Public Development: Publicly Led Development with a Flexible Model	1	1	1	1	1	1	6
Public Development: Mixed-Income with Public Equity Investment	1	1	1	1	1	2	7
Modified Bridge Program	2	2	3	2	2	1	12
Vail InDeed	2	2	3	2	2	1	12
Private Development: Incentives for 4-Plex	3	2	2	2	2	3	14
Private Development: Incentives for ADU to 3-Plex	3	3	2	2	2	3	15

The options analyzed above include:¹:

1. Public Development: Publicly Led Development with a Flexible Model
2. Public Development: Mixed-income with Public Equity Investment
3. Modified Bridge Program
4. Vail InDeed
5. Private Development: Incentives for 4-plex
6. Private Development: Incentives for ADU to 3-plex

The analyzed proposals provide a mix of options for consideration, from ownership assistance and property conversions to incentives for private development and publicly led development. As shown in the matrix, each policy option has strengths and weaknesses.

Considering the housing crisis and its impacts on the residents of Mono County, staff recommends focusing primarily on the policy options with the largest impact on housing production but still utilizing considering other options to provide a “toolbox” of options to ensure that each criterion is able to be met well. In order to meet this goal, staff recommends utilizing the highest scoring option, *Public Development: Publicly Led Development with a Flexible Model* as the core of the housing program. This policy has the capacity to meet the housing needs of Mono County while also producing net revenue which can be used to financially support other policy options in this analysis that the public and decision-makers may want to utilize but would not be able to sustain themselves or meet the overall housing needs on their own. The remaining housing policy options should be considered more opportunistic in their uses where benefits are maximized and will be utilized as developed in the policy analysis to maximize their performance. Other options or improvements can also be considered and adopted over time, and we will utilize the same criteria with the goal of maximizing our ability to meet our housing goals.

Staff have also developed a Mono County Housing Work Plan for 2025 as a means to communicate and report on the various work areas currently underway and planned for the future.

¹ Several options were considered that were considered infeasible financially or scored too poorly to move forward, they include: private development incentives, and acquisition and rehab of short-term rentals



Mono County Housing Policy Analysis

FEBRUARY 2025

Tyrone P. A. Grandstrand, Housing Opportunities Manager

Sandra Moberly, County Administrative Officer

Contents

Housing Policy Analysis Background Section	3
Problem.....	5
Objectives.....	7
Criteria	9
Potential Unit Production	9
Initial County Investment Per Unit	9
Annual Net Revenue Created	9
Greenhouse Gas Pollution	10
Executive Summary: Housing Policy Options and Analysis for Mono County.....	11
Policy Option Categories and Variations for Scoring:	11
Preservation of Existing Housing Stock.....	11
Development of New Housing Units.....	12
Strategic Opportunities	14
Criteria Matrix.....	15
Recommendation & Conclusion	15
Preservation of Existing Housing Stock.....	16
For-Purchase Strategies: Bridge Program, Downpayment Assistance, and other deed restriction or similar strategies	17
Variation for Scoring #1: Modified Bridge Program.....	20
Variation for Scoring #2: Vail InDeed	22
Incentives for Private Conversion from Short Term Rentals (STRs) to Long Term Rentals (LTRs)...	25
Variation for Scoring: Recently Adopted Program in Mammoth Lakes: as described above	25
Development of New Housing Units.....	27
Private Development: Incentives for 2–4-unit structures, ADUs, and Junior ADUs.....	28
Variation for Scoring: Strategies to increase opportunities and ensure financial sustainability	29
Public Development: Mixed-Income Development with Public Equity Investment	33
Variation for Scoring: Modified Mixed-Income Approach to Suit Local Conditions	38
Public Development: Publicly Led Development with a Flexible Model.....	42
Variation for Scoring: Hybrid of <i>Mixed-Income</i> , <i>Fully Affordable</i> models + A Range of Smaller-Scale Affordable Developments	42
Strategic Opportunities.....	49
Recommended Mono County Housing Program	52

Appendix: Analyzed Policy Options that Scored Poorly.....	54
Acquisition and Rehabilitation of Short-Term Rentals (STRs) and Other Underutilized Buildings for Conversion to Long Term Rentals (LTRs).	54
Variation for Scoring: General Strategy guidelines to take advantage of these relatively rare opportunities as they arise	54
Private Development: Incentives and Regulations for Private Development of New Units	57
Variation for Scoring: Given the lack of financial feasibility, consider other policy options and potentially reconsider in the future if market conditions change.....	60
Background Appendix	62
A Brief History of Housing Policy Decisions and Discussions	62
Pre-2019.....	62
2019.....	62
2020.....	62
2021	63
2022.....	64
March 14 th , 2023	64
April 4th, 2023	65
April 18th, 2023.....	65
June 20th, 2023.....	65
July 18th, 2023.....	65
October 10th, 2023	65
October 30th, 2023	65
November 7th, 2023.....	66
January 16th, 2024	66
February 6th, 2024	66
May 14th, 2024	66
May 21st, 2024.....	67

Housing Policy Analysis Background Section

Housing is a challenge in almost every community in the United States. The number of affordable housing options is generally decreasing across the country, funding for affordable housing has consistently been insufficient to meet needs, and market incentives drive the development of housing that is more expensive than the average household can afford. In this respect, Mono County is part of a larger nationwide trend; however, Mono County's economic drivers present unique factors that impact its housing challenges.

Mono County's economy is largely driven by tourism centered around its beautiful and varied natural environments and the outdoor activities that can be enjoyed throughout the county. These include winter sports like alpine and cross-country skiing, snowshoeing, tubing, dog sledding, and snowmobiling, as well as summer, spring, and fall activities such as hiking, camping, and dirt biking. These activities, along with the county's proximity to major metropolitan areas (primarily Los Angeles and the surrounding communities, but also San Francisco, Sacramento, Reno, Carson City, and Las Vegas), create a high demand for the natural beauty and activities available in the area, especially among high-income and wealthy households.

Mono County benefits from this economic activity. However, the large intermittent influxes of visitors and the high demand for second homes and short-term rentals create challenges. A significant portion of the housing stock is owned by rarely present second homeowners; some homes are utilized as short-term rentals, but most remain empty for the vast majority of the year. This situation creates challenges related to the existing housing stock and the utilization of capacity to build additional housing. Underutilization of housing stock, infrastructure, and land is a significant challenge, exacerbated by the extremely limited amount of land available for development in the county due to public landownership by the Forest Service, Bureau of Land Management, and the Los Angeles Department of Water and Power.

The Mono County Board of Supervisors has made housing a priority in the 2022-2024 Strategic Plan, recognizing it in official acts and comments as one of the most impactful challenges faced by the county. This issue has been important well before its formal designation as a priority.

An abbreviated list of housing policy discussions is in an appendix along with brief descriptions of what was discussed for key discussion on housing in 2017 and 2018, as well as a full list of every discussion with a brief description from 2019 to May 21, 2024.

In the time since the Mono County received the 2017 Housing Needs Assessment the County has:

1. Discussed reducing or eliminating fees on a broad scale to encourage development.
2. Created a revolving loan fund to preserve deed restrictions.
3. Been awarded funds through several grant programs for housing.
4. Supported several development projects, including an acquisition in Bridgeport and three affordable housing projects in Mammoth Lakes.
5. Hired consultants to recommend areas of focus for housing programs and projects.
6. Created a staff position dedicated entirely to housing.
7. Made significant investments in housing programs and projects.

Problem

Mono County faces a severe shortage of housing as evidenced by the consistent lack of workers for most businesses in the county, the high rent and purchase costs compared to median incomes, and the extremely low vacancy rates after excluding second homes that are vacant most of the year. Attaining housing, even unaffordable housing, is difficult, but particularly so for households earning less than the highest incomes available in the county. Development is generally not producing enough units, and most development is focused on the highest incomes, as a result not decreasing the needs for upper moderate to lower income households. The housing issue is a major bottleneck for the local economy, with businesses regularly failing as a result of difficulties recruiting enough workers to fill the needs of the enterprise. The housing shortage bottleneck increases business, organizations, and government's: cost of recruitment, turnover rates, as well as payroll costs generally. The bottleneck also reduces the pool of applicants for jobs, and often results in offers not being accepted only as a result of housing challenges.

Size of the problem

As of 2017 the need was defined as up to 664 units throughout the county and 120 to 170 units of housing in the unincorporated county through 2022 in the BBC Research and Consulting Mono County Housing Needs Assessment and Residential Survey (BBC Report). According to the report completed on October 27th, 2017:

*The most conservative estimate shows a need for 184 additional housing units by 2022. **The accelerated growth estimate suggests a need for as many as 664 units.** The reality will likely be somewhere in the middle and, for the unincorporated county, require approximately 70 housing units to accommodate new housing demand from employment growth. This is in addition to the 50 to 100 units that are needed to address renter's needs currently. [1]*

The years since 2017, and the relative lack of housing development in the interim, particularly in unincorporated Mono County, without any other major changes suggests that the problem has grown to a level beyond the 170 units estimated in the 2017 study.

Overlapping Problems

Housing policy, design, and development decisions have the potential to address multiple overlapping challenges, creating benefits beyond merely meeting housing needs. These challenges include reducing living costs such as transportation and utilities. Additionally, well-crafted housing policies can foster economic development, increase public tax revenue, improve community connections, and enhance the general well-being of residents.

Costs of Transportation

The MIT Living Wage Calculator (LWC) estimates transportation expenses for a two-adult, two-child household in Mono County to be \$22,676 per year, or just under \$1,900 per month.

Costs of Utilities

The 2017 BBC Report indicated that monthly utilities averaged \$290 [1]. When combined with transportation expenses, these costs total just over \$2,264 per month in inflation-adjusted dollars, which is higher than the average rent.¹

Other utility-related costs that may be influenced to a lesser extent by housing policy, design, and development decisions include internet and mobile access, estimated by LWC at nearly \$160 per month, and childcare, estimated by LWC at just over \$2,262 per month for two children in Mono County.

Increasing Economic Development

Housing is a significant constraint on the Mono County economy. Therefore, providing any housing directly expands the economy's potential. However, creating housing that is affordable, sustainable, and situated in or designed to create all-season walkable communities can further enhance the economic impact. This approach helps residents retain more disposable income, which can be spent elsewhere, and makes Mono County more attractive to workers by increasing the portion of their budget not consumed by basic expenses like housing, utilities, and transportation. Essentially, a lower cost of living for workers and their families equates to a wage increase.

Community Connection and Wellbeing of Residents

Housing can be designed to either enhance or diminish residents' sense of connection and well-being. For residents who are financially constrained, design decisions play a critical role in determining how connected they feel to others and their overall well-being. Increasing the number of neighbors within a reasonable distance and making walking a viable mode of transit for most people and for most of the goods and services they regularly need can significantly impact residents' ability to build strong connections with their community. These connections, in turn, improve life satisfaction and enhance both mental and physical health.

¹ <https://data.bls.gov/cgi-bin/cpicalc.pl?cost1=290&year1=201701&year2=202405>

Objectives

Primary Objective

A shortage of housing is a major cause of significant harms to residents of Mono County, particularly more vulnerable households. It is also a major limitation to the economic development of Mono County. As a result, the primary objective is to meet the housing needs of Mono County residents as shown by regular housing needs assessments, and that this housing will meet the quality standard that Mono County residents deserve. Housing policies, plans, programs, and strategies will focus particularly on housing for lower- and middle-income households, vulnerable households, long time local retirees, and workforce housing.

Overlapping issues

A set of secondary objectives can help Mono County consider the overlapping issues identified in the Problem section of this analysis. These secondary objectives highlight opportunities to leverage housing policy, design, and development decisions not only to meet Mono County's housing needs but also to improve lives, reduce cost burdens, enhance community connection, and increase the general well-being of residents.

These secondary objectives include:

- Leverage housing and development to **lower the costs of living** for residents.
 - **Reduce Cost of Utilities:** Build sustainable housing with lower utility bills, a significant factor in housing affordability in Mono County. Residents face energy prices comparable to the rest of California but experience a climate (Climate Zone 6) more akin to Minnesota or Alaska than to other parts of California.
 - **Reduce Cost of Transportation:** Reduce the costs in money and time associated with transportation and personal vehicle ownership. Improve safety and reduce vehicle miles traveled (VMT) by encouraging housing near mixed-use areas, and promoting public transit, walking, and cycling year-round. Achieve this through thoughtful land use and zoning requirements, parking policies, public right-of-way improvements, and architectural design. Ensuring that walking trips to essential destinations—such as grocery stores, childcare, schools, and workplaces—are short and enjoyable adds to the community's quality of life rather than detracting from it.
 - **Reduce Other Costs of Living:** Design decisions that increase the number of neighbors within close proximity also allow for common tool sharing, common internet connections and contracts, and the potential of neighbors to do things like cook meals together, watch each other's children and pets, just to name a few potential benefits that save time and money while improving the friendships and connections between neighbors.
- **Create and maintain places and neighborhoods that people love, encouraging them to connect with their neighbors and community.**
 - Housing can be designed to either enhance or diminish residents' sense of connection and well-being. For residents who are financially constrained, **design decisions play a critical role in determining how connected they feel to others**

and their overall well-being. For example: Increasing the number of neighbors within a reasonable distance and making walking a viable mode of transit for most people and for most of the goods and services they regularly need can significantly impact residents' ability to build strong connections with their community. These connections, in turn, improve life satisfaction and enhance both mental and physical health, as well as foster a sense of belonging, create a community safety net, and strengthen local culture and identity.

- **Encourage economic development:**
 - Recognize that housing is a form of economic development, and that a shortage of housing negatively impacts every other economic activity in Mono County.
 - Ensure that all workers have easy access to high-quality, affordable housing. Integrate the needs of the tourist-driven economy with those of long-term residents, leveraging tourism to create additional revenue sources to meet those needs.
- **Increase net revenue from development for all public entities, enabling improvements in services or reductions in tax burdens.**

Criteria

Criteria are the standards that measure the potential of solutions and create the ability to compare the costs and benefits of potential solutions. Any one criterion on its own would be insufficient to fully value a variety of policy alternatives.

One example of this would be any criterion measuring costs to the Mono County Budget will imply a lower cost is better. However, in most cases, especially this one, doing nothing would impose far greater costs on the residents of Mono County and its economy than making investments in housing. This is why having multiple criteria is important, several others may measure the level of impact of a policy or strategic choice. Taken together this list of criteria aims to help understand how alternatives maximize positive impacts and minimize resource usage and negative impacts.

The criteria are scored 1, 2, or 3, with 1 being the best, and the alternative with the lowest score, like golf, being the best.

Potential Unit Production

Described unit production limitations. Highest scoring alternatives were limited only by investment, and the policy option's required investment to reach annual housing needs not met by private development was used to score the option.

3: Costs over \$5,078,400 to meet annual need, or is limited by something other than cash.

2: Costs between \$2,400,000 and 5,078,400 to meet annual need

1: Costs less than \$2,400,000 to meet annual need

Initial County Investment Per Unit

Estimate of the initial cash investment required for each unit produced through the alternative.

3: More than \$250,000 per unit

2: Between \$50,000 and \$250,000 per unit

1: Less than \$50,000 per unit

Annual Net Revenue Created

Estimate of annual net revenue created by the alternative, categorized between zero cash revenue and revenue that will result in receiving more cash than the initial county investment over time.

3: No cash revenue or does not return all initial investment

2: Returns all initial investment

1: Returns all initial investment and provides a positive return above return of initial investment

Greenhouse Gas Pollution

Estimated impact of alternative on reductions in greenhouse gas emissions. Categorized by strategies used within the policy option.

3: Meets high energy efficiency standards only.

2: Meets high energy efficiency standards, and creates a compact development, or meets high energy efficiency standards and sometimes creates a compact development and sometimes locates in a mixed-use or walkable area.

1: Meets high energy efficiency standards, creates a compact development, and locates in a mixed-use or walkable area.

Duration of Use as Affordable Workforce Housing

Length of time that the unit will remain in use as an affordable workforce housing unit.

3: Anything less than a deed restriction

2: Deed restriction of any type that lasts at least 55 years and is renewable upon transfer

1: A greater guarantee of permanence than a deed restriction, generally through public control through ownership.

Geographic Equity

A measure of how broadly within Mono County the policy option can be implemented.

3: Only one or two communities

2: Three or more communities, but not every community

1: Can be used in any community

Executive Summary: Housing Policy Options and Analysis for Mono County

Mono County faces a critical housing challenge characterized by high demand for workforce housing, high costs of construction, limited median income, high interest rates, limited development capacity, and pressure from second homeowner and short-term rental markets. This analysis evaluates various policy options to address these challenges and recommends actionable strategies to maximize each policy option's scoring on the criteria selected by the Board of Supervisors including its ability to enhance housing affordability, sustainability, and availability for local residents.

Policy Option Categories and Variations for Scoring:

Policy options fall under two broad categories: Preservation of Existing Housing Stock, and Development of New Housing Units. Options are further categorized into a range of potential strategies. This analysis attempts to follow a standardized format for each broad category including a description of the category, some potential variations and other considerations, and then a variation developed for scoring. In some cases, the policy option was developed as a variation for scoring, or the potential of the option was very limited, as a result these have been collected in the last policy category of *Strategic Opportunities*. These policy options may perform better in some edge case scenarios but won't typically be the best options to meet the goals of the Mono County Housing Program.

Preservation of Existing Housing Stock

1. For-Purchase Strategies: Bridge Program, Downpayment Assistance, and other deed restriction or similar strategies

Objective: Long-term preservation of homeownership or rental housing for local working-class households while preserving long-term affordability.

- **Bridge Program:**

1. Offers financial assistance to income-qualified buyers to purchase homes.
2. Deed restrictions ensure affordability for 55 years and renewal with each resale.
3. Buyer-led options reduce administration and increase flexibility.

- **Downpayment Assistance (DPA):**

1. Silent Second Loans: Deferred repayment tied to the loan amount and interest, independent of property value changes.
2. Shared Appreciation: County provides a percentage of the purchase price; repayment matches the same percentage of future sale proceeds.

- **Community Land Trust (CLT):** The county or CLT entity retains land ownership, capturing a larger share of appreciation while offering long-term affordability and homeowner support.
- **Limited Restriction Deed Restriction “Vail InDeed”**
 1. Restricts owner-occupied units and rental units to local residents with a job within the area.
 2. No restrictions on appreciation, income levels, or rents.
- **Variation for Scoring #1: Modified Bridge Program**
- **Variation for Scoring #2: *Vail InDeed***

2. Incentives for Private Conversion from STRs to LTRs

Objective: Encourage private property owners to transition STRs into LTRs.

- **Strategy:**
 1. Offer cash incentives for converting STRs to LTRs.
 2. Incentives would last for a pre-agreed period (e.g., 1–2 years), with continued compliance monitored.
- **Challenges:**
 1. Potential for short-lived conversions due to limited incentive duration.
 2. Risk of incentivizing STR churn, where LTR owners temporarily convert to STRs to qualify for future incentives.
- **Variation for Scoring:** Recently Adopted Program in Mammoth Lakes

Development of New Housing Units

1. Private Development: Incentives for 2–4-Unit Structures, ADUs, and Junior ADUs

Objective: Encourage development of small-scale buildings including with one unit occupied by the building owner to increase housing stock.

- **Barriers to this strategy occurring absent incentives and reforms**
 1. Mortgage limits
 2. Income and limitations for including rental income to qualify for mortgage
 3. Downpayment
 4. Property management experience/training
 5. Financial sustainability without incentives
 6. Land-use restrictions that severely limit opportunities

- **Variation for Scoring:** Strategies to increase opportunities and ensure financial sustainability of buildings.
 1. Simplify land-use to allow ADUs, Junior ADUs, and 2–4-unit structures by right.
 2. Simplify approval and permitting process.
 3. Provide financial assistance through soft debt loans.
 4. Provide or pay for property management training.
 5. Offer one short-term rental permit per building to improve financial feasibility.
 6. In exchange for incentives:
 - Require all new units meet PHIUS (Passive House) energy efficiency standards, and all existing units meet at least energy star standards. Will reduce operation expenses and improve financial sustainability, but many potential owners may not know this.
 - Require *Vail InDeed* style restrictions on all units except for the one used for short-term rentals, with the addition of rent restrictions, limiting units to HUD estimated Mono County median rents and require further reductions for tenant paid utilities

2. Public Development: Mixed-Income Development with Public Equity Investment

Objective: Build mixed-income housing leveraging public equity to sustain affordability.

- **Description of Model:**
 1. Public role: Financier and owner or partial owner
 2. Types of financing and incentives used
 3. Cross-subsidization of affordable units with market rate units
 4. Two examples of existing programs
 5. Benefits, risks, challenges, and implementation considerations to manage them
- **Variation for Scoring:** Modified Mixed-Income Approach to Suit Local Conditions
 1. Utilize high demand for STRs as a source of cross subsidy, which creates financial sustainability while also increasing the percentage of units that can be rented at affordable rates for local working-class households.

3. Public Development: Publicly Led Development with a Flexible Model

Objective: Combine mixed-income and fully affordable strategies to maximize public benefits.

- **Variation for Scoring:** Hybrid of *Mixed-Income*, *Fully Affordable* models as well as range of even smaller-scale developments.
 1. Develop a portfolio blending mixed-income projects with smaller-scale affordable units.
 2. Cross-subsidize between developments utilizing the financial sustainability of *Mixed-Income* developments of a modest size (e.g., 50-100 units), to subsidize less financially sustainable projects, for example ADUs, Junior ADUs, and 2- to 4-unit buildings from the earlier policy option.
 3. A range of smaller-scale projects helps avoid land-use hurdles common with larger, higher density proposals, and honor the preferences of a wide range of viewpoints while still ensuring enough financial sustainability to meet local housing needs.
 4. Leverage Mono County's dedicated Transient Occupancy Tax (TOT) revenue for initial funding.
 5. Partner with nonprofits or private entities for development and management expertise.
 6. Take time to develop initial projects with community input to build community support and gradually expand capacity.

Strategic Opportunities

1. Policy Options with a Limited Use Case in Mono County

Objective: Keep a list of strategies that although may not work well regularly, may have some use cases where they could create larger than typical benefits for the goals of the Mono County Housing Program. Examples include Land Banking, acquisition and rehab of underutilized spaces, and incentives for private development.

Criteria Matrix

Each policy option included a recommendation variation that was intended to maximize the scoring potential of the policy option on the criteria selected by the Board of Supervisors. The matrix below is a graphic representation of how each policy option scored, which allows for an easier understanding of how policy options compare to each other in their ability to meet the objectives measured by the selected criteria. Golf style scoring is used, meaning a lower score is better.

Mono County Housing Policy Analysis Matrix							
Policy Option	Unit Production	Initial County Investment Per Unit	Annual Net Revenue	Green House Gas Reduction	Duration of Use	Geographic Equity	Score
Public Development: Publicly Led Development with a Flexible Model	1	1	1	1	1	1	6
Public Development: Mixed-Income with Public Equity Investment	1	1	1	1	1	2	7
Modified Bridge Program	2	2	3	2	2	1	12
Vail InDeed	2	2	3	2	2	1	12
Private Development: Incentives for 4-Plex	3	2	2	2	2	3	14
Private Development: Incentives for ADU to 3-Plex	3	3	2	2	2	3	15

Recommendation & Conclusion

The analyzed proposals provide a mix of options for consideration, from ownership assistance and property conversions to incentives for private development and publicly led development. As shown in the matrix each policy option has strengths and weaknesses.

Staff recommends utilizing a approving a “toolbox” of options to ensure that each criteria is able to be met well with a variety of options. In order to meet this goal, staff recommends utilizing the last policy option, *Public Development: Publicly Led Development with a Flexible Model* as the core of the housing program. This policy has the capacity to meet the housing needs of Mono County while also producing net revenue which can be used to financially support other policy options in this analysis that the public and decision-makers may want to utilize but would not be able to sustain themselves or meet the overall housing needs on their own.

Preservation of Existing Housing Stock

This category of policy options focuses on preservation of existing housing as affordable housing, or in Mono County's case as owned or occupied by a household with members in the local working-class households as opposed to second homeowners or landlords utilizing units as short-term rentals.

Policy Options in this section:

1. For-Purchase Strategies
 - a. Descriptions of Potential Variations
 - b. Variation for Scoring #1: Modified Bridge Program
 - c. Variation for Scoring #2: Vail InDeed
2. Incentives for Private Conversion of STRs to LTRs
 - a. Description of Policy option
 - b. Variation for Scoring: Recently Adopted Program in Mammoth Lakes

For-Purchase Strategies: Bridge Program, Downpayment Assistance, and other deed restriction or similar strategies

This category of programs broadly assists households in becoming homeowners by purchasing or assisting households in purchasing single units of housing, generally single residential or condominium units.

Bridge Program:

The Town of Mammoth Lakes has utilized two models for their Bridge Program. The first is to make a purchase and then find an income qualified buyer. The second is to find a qualified buyer and then help them find an acceptably priced home. Funds are used to reduce the cost of the purchase for the qualified buyer to a level that is considered affordable. Since the 1980s the Federal Government has set a standard that 30% of your income spent on housing is the upper limit of affordable, this includes all utilities, maintenance, taxes, and mortgage payments. The Town has utilized a higher percentage to reduce the subsidy required, generally 35%. Going above 30% creates a “cost burdened” household, however the trade-off is helping more households have a smaller burden rather than a smaller number of households be below the threshold of cost-burden.

The subsidy in the Bridge program is never paid back, however there is an effectively permanent deed restriction (55 years, renewing with each time the unit is sold). The deed restriction specifies a specific AMI for the first household and all future households. This restriction effectively sets a maximum price that the home can be sold for, because the future household must be able to make payments at the indicated percentage of their income, effectively passing on the subsidy to future households.

Downpayment Assistance (DPA):

DPA is providing money to a household to get them into an owner-occupied unit with affordable costs of housing without having to save for a downpayment, and then delaying repayment of the subsidy to when the home is sold. Many of these programs are for first time homebuyers, but that isn't always the case. Serving first time homebuyers exclusively may be required by some funding sources, and others there would be no requirement. This report will describe three variations on these types of programs:

Silent second loan:

This policy option aims to make homeownership more accessible for residents of Mono County by offering downpayment assistance through a "silent second loan." The loan provides financial support to homebuyers without requiring immediate monthly payments, allowing them to enter the housing market with less upfront capital.

Under this program, homebuyers could receive assistance for a portion of the downpayment, either with or without an interest rate. However, repayment is deferred until the home is sold. For example, if a buyer receives \$100,000 at a 3% simple interest rate, they will repay \$130,000 when the home is sold, whether that happens in 10, 15, or 20 years. This repayment would be required regardless of the property's appreciation or depreciation. Whether the home increases from \$500,000 to \$1,000,000 or decreases in value from \$500,000 to \$400,000, the repayment remains tied to the

original loan amount and interest, not the home's market value. This strategy is distinct from the two policy options following, which will utilize the change in the property's value to determine repayment.

This policy encourages homeownership by lowering the barrier of large down payments, making it easier for residents, especially first-time buyers, to purchase homes. The silent second loan structure minimizes the financial burden on homeowners during their ownership period while ensuring the county recoups its investment and potentially a small amount of interest upon the sale of the property.

Shared Appreciation:

This housing policy option focuses on helping homebuyers in Mono County afford their homes through a *shared appreciation loan* for downpayment assistance. This program provides upfront funding to cover a portion of the home's downpayment, making the purchase more affordable and helping buyers avoid the need for private mortgage insurance (PMI).

In a shared appreciation loan, the funder (e.g., the county or a housing program) provides a percentage of the home's purchase price as assistance. In return, when the home is sold, the funder receives the same percentage of the proceeds from the sale as it contributed to the initial purchase. For example, if a shared appreciation loan covers 20% of a \$500,000 home purchase (\$100,000), and the home is later sold for \$1,000,000, the funder would receive \$200,000—double the original loan, reflecting the home's increased value. This structure ensures that the funder's investment grows with the local real estate market, while helping homebuyers afford homes without additional financial burden during ownership.

No payments are required on the loan until the home is sold, making this a low-pressure option for buyers who want to stay in their homes long term. The shared appreciation model balances assisting homeowners with protecting the funder's investment, ensuring that the initial funding retains its purchasing power in the local market.

Community Land Trust (CLT):

This strategy is similar to the shared appreciation approach, with two changes. The CLT maintains ownership of the land, rather than providing loan, and instead of only capturing a percentage of the appreciation equal to the percentage of the original downpayment, the CLT will also capture a small portion of the appreciation that would have otherwise gone to the homeowner in the shared appreciation approach.

In short, the CLT is essentially taking a larger share of appreciation in exchange for giving the homeowner the opportunity to access homeownership. This additional share allows for each investment in a household's access to homeownership to increase the CLTs share of the overall real estate market. This extra funding can be used to serve more households in the future, and to fund the activities of a CLT. CLTs typically take more responsibility in assisting homeowners with understanding basic operations and maintenance of their home and is a resource available for any general questions.

This strategy is enforced legally through a land lease agreement as a result of the CLT maintaining ownership of the land and selling only the improvements (home) to the homeowner. This method has some similarities to a deed restriction, but it does not need to utilize a deed restriction. Using the same scenario as the previous two approaches, if a home purchase was \$500,000, with 20% of the costs covered by the CLT, instead of receiving only the amount invested plus interest (silent second loan) or 20% of the future sale of \$1,000,000 (shared appreciation), the CLT would receive \$200,000 from their portion of the appreciation plus some portion of the difference between \$400,000 (the amount originally paid by the homeowner) and \$800,000 (the amount remaining after the CLT takes the same cut as the shared appreciation approach). This is based upon a pre-agreed formula between the CLT and the homeowner. Many CLTs utilize a 50/50 split of this portion of the appreciation. In this example the CLT would be paid \$200,000 as a result of the gain for the owner from \$400,000 originally paid to \$800,000 after the CLTs share of appreciation was taken. In total a CLT would now have \$400,000 and the homeowner would leave with the \$400,000 originally paid and another \$200,000 from their share of the appreciation, or \$600,000.

Limited Restriction Deed Restriction “Vail InDeed”

This strategy is meant to minimize the cost of a deed restriction and maximize the number of deeds restrictions that could be purchased. The Vail InDeed program’s deed restriction is permanent, with no length of time after which the restriction would come off the property.

The Vail Local Housing Authority (VLHA) administers a program to purchase deed restrictions for both owner occupied and rental units which restrict its use to renting to local residents which is identified based on local employment of 30 hours a week or more. There are no other restrictions including income restrictions. As a result, accepting the deed restrictions have less economic impact on owners which has allowed the purchase of deed restrictions for a lower price point.

Since 2016 VLHA has restricted 175 units at the cost of \$12.5 million, which implies an average deed restriction cost of just over \$71,000. The program reports that, “The purchase price [of the unit being considered for a deed restriction] is the determined value of the deed restriction. In recent years, the VLHA has awarded anywhere from 16-20% of purchase price or appraised value.”²

The sales prices, and percentage of sales price would likely be lower in the unincorporated county than Vail, and likely similar in Mammoth Lakes. However, it is difficult to estimate with any certainty what the costs would be without creating a local market for deed restrictions. The level of annual investment would also have an impact on the pricing, with greater investments driving a greater average price.

The year-to-date median single family home price is \$1,325,500. Assuming the average deed restriction target value was the same the average cost would be \$212,080 to \$265,100. The median condominium price is \$735,000. If the same percentage were to hold the range would be \$117,600 to \$147,000. The percentage of value that a condominium owner would be willing to accept would likely be higher on average since some of the “value” that would be captured in a traditional single-family home is lost due to HOA fees, and condominiums are more likely to be used as short-term

² <https://www.vail.gov/government/departments/housing/vailindeed/about-us>

rentals, which generally wouldn't be allowed due to the residency/employment restriction for tenants.

The benefits of this program over others that income restrict is that it would be cheaper per unit. The challenge is that most funding sources require an income restriction, and as a result these units would need to be purchased only with local dollars.

Variation for Scoring #1: Modified Bridge Program

The first recommended variation to consider is a modified version of the existing pilot Bridge Program. The modifications are meant to minimize potential risks and maximize benefits. In order to do this a recommended variation to adopt would be a buyer led program that builds in energy efficiency improvements at the start of tenure, allows for a reserve of funds to build up for households in case of emergencies, and guarantee a repurchase of the homes from households within a short timeframe of when they want to sell to minimize their carrying costs.

Some benefits of this variation are the successful tenure of a supported household, the satisfaction of the supported household, and the efficiency of the investment. The risks and costs to minimize are the time required for administrative work, minimizing the amount of time a property is held prior to a household making the property their home, and the costs and risks for the homeowner associated with being 100% responsible for maintenance and upkeep, including unanticipated emergency repairs or repairs that become an emergency due to deferred maintenance as a result of limited income available. The following recommendations aim to meet these goals of maximizing benefits and minimizing risks and costs.

1. **Allow buyers to lead the process.** This will reduce the time required for administration of looking for properties to purchase, while also ensuring there will be a qualified buyer that is interested in the property purchased. This also reduces the risk of having a significant amount of money tied up in a property that no one is choosing to live in.
2. **Create a financial safety buffer.** Typically, 30% to 35% is considered affordable for all housing related costs. Instead aim for 25% to fund a traditional mortgage, utilities, and property taxes. For the remaining 10% of the household's income available for housing expenses, provide a small flexible loan that is sized to amortize with that income. Annually recalculate the payments to ensure no more than 35% of the household's income goes towards housing costs, and adjust the flexible loan accordingly. Proceeds from the flexible loan are set aside to be available to be re-lent for major repairs and maintenance that might otherwise push the household into a difficult financial position. This ensures homeowners will have a place to borrow funds when needed, regardless of credit or income issues. It also ensures that payments can be flexible both when maintenance costs are higher, and in times of economic stress. This improves the chances that the household will successfully maintain their homeownership, and the property will be maintained as a community asset for future households. This may reduce the number of households assisted, but the trade-off is worth the cost as it will minimize the inherent risks of homeownership that could lead to the household ending up in a much worse position (foreclosure and bankruptcy).
3. **Utilize non-restricted dollars for the amount that will allow for flexible repayment.** Utilizing PLHA/LHTF or other restricted funds for the bulk of the buy down allows for the 'silent' portion of the investment to be funded by the more administratively challenging

sources of funding, which would require the greatest amount of reporting if it is repaid, and the amount that is to be repaid on a flexible basis would require only the reporting that would be practical, useful, and desired by the Board of Supervisors. This would greatly minimize time required for administration.

4. Repurchase homes from households at appraised value when they wish to sell.

Households may get into a difficult situation where they may be stuck waiting for their home to sell under the terms of a deed restriction. The result can be many months of paying for a home they either want to leave or no longer live in. Mono County could repurchase these homes, and then attempt to place another qualified household quickly, or resell the home on the open market and allow a new household to utilize the buyer led model with the proceeds. In any case Mono County is in a much better position to take on this risk than the supported household.

5. Include energy efficiency upgrades for every home purchased. Energy efficiency improvements, such as increasing insulation and moving to more efficient heating and cooling systems, among others, are relatively low impact improvements that can be completed over a short period of time if well-coordinated. As a result of being in one of the harshest climate zones, zone 6, these types of improvements are crucial to reducing greenhouse gas emissions as well as saving costs for current and future buyers. Developing this process may take some time as it requires building relationships with qualified contractors and creating a consistent and quick process so that its impact on assisted households is minimal.

Scoring on Criteria

Unit Production

2: Costs between \$2,400,000 and 5,078,400 to meet annual need

Limited by cash dedicated to policy option. \$4,800,000 annually to meet the County's annual housing needs not met by the private market (24 units). Preservation strategies may stem a future loss, but they don't always bring a unit that wasn't available for workforce housing into use for workforce housing. There isn't a clear formula or ratio to use, but stemming a potential future loss is not the same as producing a new unit that is also preserved for permanent use.

Initial County Investment Per Unit

2: Between \$50,000 and \$250,000 per unit

\$200,000 per unit in subsidy for a buyer led program³.

Annual Net Revenue Created

3: No cash revenue or does not return all initial investment

³ If the program remains staff led there would be an initial cost to purchase the homes, estimated at \$500,000 and carrying costs until the home is sold. The proceeds of the sale would reduce the net subsidy back down to at or near \$200,000, or slightly higher because of carrying costs.

Policy option does not produce any cash revenue or return of initial investment. Deed restrictions allow the value of the initial investment to grow or shrink with the local real estate market and the maintained condition of the homes restricted.

Greenhouse Gas Pollution

3: Meets high energy efficiency standards, and creates a compact development, or meets high energy efficiency standards and sometimes creates a compact development and sometimes locates in a mixed-use or walkable area.

The energy efficiency improvements would reduce greenhouse gas pollution and avoid the need to develop new units. Deed restrictions can be in condominiums which are generally compact developments, and they can also locate in walkable or mixed-use areas.

Duration of Use as Affordable Workforce Housing

2: Deed restriction of any type that lasts at least 55 years and is renewable upon transfer

Deed restrictions last 55 years and can be renewed between buyers as households cycle in and out of the program. It is possible for the restriction to expire, but it is very unlikely given the typical tenure of a household.

Geographic Equity

1: Can be used in any community

This policy option can serve any area of Mono County, and as a result scores the highest in geographic equity.

Variation for Scoring #2: Vail InDeed

The second variation to consider is a more hands off strategy modeled after the Vail InDeed program. This would require less time for administrative work per deed restriction, and lower the cost per deed restriction, however it also doesn't explicitly target middle to lower income households. The effect is still likely to be somewhat targeted because residents with local jobs are more likely to be in the middle to lower income range than those employed outside of Mono County. Some improvements:

- 1. Create a process for property owners to offer the lowest price they would be willing to accept for a deed restriction.** This will allow Mono County to find the best deals possible, and if the beginning of the process is relatively simple, the time required for administrative work for both the property owner and Mono County will be reduced.
- 2. Include both for sale and rental properties.** This maximizes the potential number of units within the "market" of potential deed restrictions, likely lowering the average price per unit restricted.
- 3. Include energy efficiency upgrades for every property deed restricted.** Energy efficiency improvements, such as increasing insulation and moving to more efficient heating and cooling systems, among others, are relatively low impact improvements that can be completed over a short period of time if well-coordinated. As a result of being in one of the harshest climate zones, zone 6, these types of improvements are crucial to reducing

greenhouse gas emissions as well as saving costs for current and future buyers or tenants. Developing this process may take some time as it requires building relationships with qualified contractors and creating a consistent and quick process so that its impact on assisted households is minimal. The costs of this portion of the program can be repaid over an extended period by the property owner or covered by a reduction in the deed restriction price.

Scoring on Criteria

Unit Production

2: Costs between \$2,400,000 and 5,078,400 to meet annual need

\$2,400,000 annually to meet the County's annual housing needs not met by the private market (24 units). Preservation strategies may stem a future loss, but they don't always bring a unit that wasn't available for workforce housing into use for workforce housing. There isn't a clear formula or ratio to use, but stemming a potential future loss is not the same as producing a new unit that is also preserved for permanent use.

Initial County Investment Per Unit

2: Between \$50,000 and \$250,000 per unit

Approximately \$100,000, plus the costs of energy efficiency improvements.

Annual Net Revenue Created

3: No cash revenue or does not return all initial investment

Policy option does not produce any cash revenue or return of initial investment. Deed restrictions allow the value of the initial investment to grow or shrink with the local real estate market and the maintained condition of the homes restricted.

However, unlike the Bridge Program style restriction, this form of deed restriction does not impose direct price controls it is difficult to derive a "net revenue" from that aspect of the program, although it is very likely to be positive, but lower than the Bridge Program style restriction.

Greenhouse Gas Pollution

2: Meets high energy efficiency standards, and creates a compact development, or meets high energy efficiency standards and sometimes creates a compact development and sometimes locates in a mixed-use or walkable area.

The energy efficiency improvements would reduce greenhouse gas pollution and avoid the need to develop new units. Deed restrictions can be in condominiums which are generally compact developments, and they can also locate in walkable or mixed-use areas.

Duration of Use as Affordable Workforce Housing

2: Deed restriction of any type that lasts at least 55 years and is renewable upon transfer⁴

There is no direct control on the affordability of the unit, however it does ensure there is a stock of units that would only be available to the local workforce which is likely to create some general downward pressure on the pricing of these units, and potentially other units as well. It wouldn't be reasonable to assume this is equal to a unit with required affordability. With that in mind, the duration is likely perpetual. Deed restrictions last 55 years and can be renewed between buyers when owners sell their property. It is possible for the restriction to expire, but it is very unlikely given the typical tenure of a household. In the case of a rental property, it may be slightly more likely for a time limited restriction to expire, but even in that case it is unlikely that a single owner will hold a rental property for 55 years.

Geographic Equity

1: Can be used in any community

This policy option can serve any area of Mono County, and as a result scores the highest in geographic equity.

⁴ Although the actual Vail InDeed program does not have a time limit on its deed restrictions, Mono County would be using a 55-year limit on all deed restrictions.

Incentives for Private Conversion from Short Term Rentals (STRs) to Long Term Rentals (LTRs)

Providing cash incentives to private landlords in exchange for transitioning their unit(s) into use as LTRs is a strategy that has received some attention locally and has been used in a handful of communities in the United States. Payments are often very generous, paying up to \$1,500 or more per month just for converting to LTR. The households that occupy the LTR will still have to pay rent to the landlord in addition to the cash incentive paid by the community.

The image below is the cash incentive structure for the Town of Mammoth Lakes

Lease Length	1 Qualifying Tenant*	2 Qualifying Tenants	3 Qualifying Tenants	4 Qualifying Tenants
Seasonal (5-11 months)	\$2,000	\$4,000	\$6,000	\$8,000
Long term (12+ months)	\$4,500	\$9,000	\$13,500	\$18,000

*A qualifying tenant is defined as an adult working locally, with an average annual income of all adult residents of a household (related or unrelated) less than 150% of the area median income (\$111,200) for Mono County. Children can count as additional qualifying tenants. Complete the form below to learn more!

Once the period of time that is agreed to passes the private landlord is no longer required to maintain the unit as an LTR. Tenant protections in California may in effect extend the minimum length of time that the unit must remain a LTR, however once the tenant moves out and a year (or whatever period was agreed to) has passed, the unit may go back to use as an STR, subject to any permitting requirements.

Variation for Scoring: Recently Adopted Program in Mammoth Lakes: as described above

Scoring on Criteria

Unit Production

3: Costs over \$5,078,400 to meet annual need, or is limited by something other than cash.

Unit production is more difficult to quantify with this policy option because the conversion is likely to be temporary, especially when compared with most other policy options. However, if we assume that the average cash incentive will equal the average of the “long term” cash incentives provided by the Town of Mammoth Lakes (\$11,250), and that every cash incentive will create a unit for 2 years, and that we consider a “unit” to be one that will last at least 55 years (the length of a deed restriction.) Then the unit production is roughly 3.23 per \$1,000,000 invested, or \$7,425,000 annually to meet the County’s annual housing needs not met by the private market (24 units). However, this policy option is further limited by the relatively small number of STRs outside of Mammoth Lakes and so utilize this policy option to meet the unincorporated County’s housing needs, funds would primarily need to be expended in Mammoth Lakes.

This process may end up being counterproductive as it creates an incentive for current LTR landlords to convert to STRs, and then potentially back to LTRs again to capture the incentive.

Initial County Investment Per Unit

3: More than \$250,000 per unit

Using the same assumptions as the unit production, the long-term county investment per unit is \$309,375. However, for the first year the cash incentive will be \$11,250.

Annual Net Revenue Created

3: No cash revenue or does not return all initial investment

There is no revenue from this policy option.

Greenhouse Gas Pollution

3: Meets high energy efficiency standards only.

This policy option doesn't improve energy efficiency, which is less than the minimum. However, it could sometimes open up units in compact developments and walkable or mixed-use districts in the same way as the deed restriction policy options above.

Duration of Use as Affordable Workforce Housing

3: Anything less than a deed restriction

The policy option only creates a 1 year restriction per cash incentive.

Geographic Equity

3: Only One or two communities

Most STRs outside of Mammoth Lakes are in June Lake.

Development of New Housing Units

This category of policy options focuses on policy options that would result in the development of new units.

Policy options in this section:

1. Private Development: Incentives for 2–4-unit structures, ADUs, and Junior ADUs
 - a. Description of Policy option
 - b. Barriers to development of these units without reform or incentives
 - c. Incentive and reform strategies
 - d. Variation for Scoring: Collection of incentives, reforms, and requirements
2. Public Development: Mixed-Income Development with Public Equity Investment
 - a. Description of Policy option with examples of existing programs
 - b. Variation for Scoring: Adaptations for local conditions
3. Public Development: Publicly Led Development with a Flexible Model
 - a. Description of Policy option
 - b. Variation for Scoring: Hybrid approach with examples of existing programs

Private Development: Incentives for 2–4-unit structures, ADUs, and Junior ADUs

Mono County’s long term residents and its wild nature make the County an attractive tourist destination. Part of the way that has been captured by local and non-local owners of real estate is through providing both short- and long-term rental units.

One way to leverage Mono County’s strength and encourage smaller scale development is to incentivize local households to purchase or build 2-to-4-unit structures for their primary residence, or add an ADU or Junior ADU to their existing property. Each of these options increases the number of units of housing in general, and encourages more efficient land use which is particularly important in a county that is at least 94% unavailable to development. Every development decision that chooses more than one unit on a lot over a single-family unit is a net gain for the community in many ways, including its impact on the housing shortage.

Many communities across the country have undergone large changes in zoning and land use rules to encourage this change. In its most pejorative description, it is discussed as “eliminating single-family zoning.” A more positive view is ensuring slightly more efficient use of the space available in a community and creating vastly more opportunities for very small-scale real estate development. Almost no one has the income or balance sheet to develop even modestly sized developments of 20 or more units. However, many people and households could manage or come close to managing the additional cost of an ADU, updates to create a Junior ADU, or to purchase a 2- to 4- plex unit. Additionally, the most common financial product, the home mortgage (including FHA and other lower cost or lower barrier to entry options) allows for the purchase of up to a 4-unit structure without any modifications.

Despite the access to traditional mortgages and other benefitted mortgages (FHA, VA, USDA), many potential participants will struggle with several additional hurdles.

- Participants who have not already collected rent from properties for at least two years may not be able to use projected rental income to qualify for a larger mortgage. Where they can the estimates are based on 75% of an appraised fair market rent.
- Mortgage limits, given the high cost of real estate in most communities in Mono County may limit opportunities, especially opportunities including more units
- Participants may have limited access to the cash necessary to cover downpayments
- Participants may need training on landlord-tenant relationships and the laws involved
- Difficulty making projects pencil out given high interest rates, high costs of construction and real estate, and the costs of property management in Mono County

Strategies to incentivize small scale development of 2–4-unit structures, ADUs, and Junior ADUs include:

- Adjusting land use regulations to allow these types of structures to be developed by right anywhere in Mono County.
- Making the approval and permitting process as easy as possible
- Financing Incentives

- Subordinated amortizing debt (i.e. 2nd mortgage with below market interest rate but required regular payments)
- Soft debt that is returned based on cashflow or completely or partially refinanced into hard debt after an agreed upon period.
- Paying for or providing free training to potential participants on property management
- Connecting potential owners with local property management
- Negotiating a standard contract for program participants with local property management companies
- Providing short term rental permits by right for some amount of the units created or purchased

Variation for Scoring: Strategies to increase opportunities and ensure financial sustainability

Enact land use reforms: Allow up to 4 units, ADUs, and Junior ADUs on all parcels in order to increase the number of potential opportunities. Allow multi-unit structures that are stacked and have units that are only a single floor but on a floor above the ground floor. A typical 4-unit design is similar to the Bridgeport Apartments, where there are two units on a second floor above two ground level units, which is more land efficient, but also more restricted under current land use regulations.

There may be CEQA considerations in this type of change, which may make state level advocacy, or other methods of reaching closer to this goal more appealing or less costly. One thing to note, because the financials are significantly more sustainable with 4 units than 3 units, and 3 more than 2, it would be highly advisable to avoid trying a “smaller” version of this recommendation, because it would be far more costly, produce far fewer affordable workforce units, and would be far less likely to be used by potential participants.

Allow one short term rental permit by right for any ADU, Junior ADU, or 2-4 plex: In June Lake, Mammoth Lakes, and potentially Crowley, short term rentals produce far more income than long term rentals. By allowing one permit by right we increase the financial viability of these buildings. Although that one unit wouldn’t directly create long term units, it would lower the supply-demand pressures in the STR market generally. This lowered pressure would create less desire and pressure to convert units to STRs. By connecting this economic gain to the production of more units, and as described below, that are deed restricted to serve only the local workforce, we both create more units for local working-class households and improve the financial stability of the owner who also occupies one of the units.

Require Vail InDeed Style Restrictions Plus Rent Restrictions: For the owner-occupied unit, and the units that are not short-term rentals, require a deed restriction that requires all future tenants and owners have a job within Mono County. For the non-short-term rental and non-owner occupied units set maximum rents at 20% above the most recent HUD Fair Market Rents, which is equal to the median rent. If tenants pay any utilities, require that rents are reduced by the utility allowances set by the Stanislaus Housing Authority for Mono County.

Provide Soft Debt: Limit soft debt to what is required to ensure projects cash flow, or participant can qualify for a traditional, FHA, VA, or USDA mortgage, but set a limit on soft debt provided per

unit. Update the limit regularly to ensure it meets the goals of the program. In Mono County the functional limit for any household with income above 80% of AMI for a 3-person household is the limits set by FHA. As a result, the soft debt required is higher per project and per unit for smaller projects. Below are the required soft debt contributions for a project assuming \$575,000 cost per unit⁵.

ADUs & Junior ADUs: \$676,125 per unit, \$1,352,250 per project

Duplex: \$676,125 per unit, \$1,352,250 per project

3 plex: \$378,967 per unit, \$1,136,900 per project

4 plex: \$211,600 per unit, \$846,400 per project

These soft debt amounts will allow any household with income above 80% of AMI for a 3-person household to participate as long as their debt payments from other sources like student loans and credit cards is not too high.

Require Reasonable Minimum Reserves: Reserves for maintenance, operations, and debt service should be maintained so that the property can cover maintenance costs, and continue to pay bills in the event of temporary income loss due to vacancy or other factors.

Require Repayment based on Cashflow or at Refinance: Cashflow in excess of a predetermined amount, after reserves requirements are met, can be used to pay down the program's outstanding soft debt loans. Because the limiting factor on the hard debt is the FHA loan limits, it is likely that there will be significant excess cashflow. Additionally, if the property is ever refinanced, require payment of the soft debt unless required due to FHA or cashflow limits.

Require all new units meet PHIUS (Passive House) energy efficiency standards, and all existing units meet energy star energy efficiency standards: It is valuable to use every opportunity to increase the net energy efficiency of the housing stock in Mono County. Living in a climate zone that is more typical of areas near the Canadian border means energy efficiency investments will easily create a high financial ROI as well as benefits to occupant comfort and health as well as benefits to the climate. As part of the program educate and provide technical assistance to participants on energy efficiency, electrification, and green energy generation tax credits and grants. This can help participants get additional financing, reducing the program's required soft debt contribution, and could also improve the management of the properties, which would increase their longevity and effectiveness in saving energy. That savings will increase cashflow and therefore the speed of soft debt repayments.

⁵ Soft debt requirements per unit will be higher if projects cost more per unit than the simulation used to arrive at these estimates.

Scoring on Criteria

Unit Production

3: Costs over \$5,078,400 to meet annual need, or is limited by something other than cash.

Unit production would be limited by the number of available opportunities, which can be addressed by reforming land-use requirements. However, depending upon the scale of the reform there may be significant costs associated with CEQA processes.

Unit production is also limited by cash dedicated to policy option. The cash required to meet the County's housing needs differ between various project sizes:

ADU, Junior ADUs and duplexes: \$16,227,000 annually to meet the County's annual housing needs not met by the private market (24 units).

3-Plex: \$9,095,208 annually to meet the County's annual housing needs not met by the private market (24 units).

4-Plex: \$5,078,400 annually to meet the County's annual housing needs not met by the private market (24 units).

Initial County Investment Per Unit

2: Between \$50,000 and \$250,000 per unit.

For 4-plex buildings only.

3: More than \$250,000 per unit

For ADUs, Junior ADUs, 2, and 3 plex buildings.

Based on simulations \$211,600 to \$676,125 per unit depending upon size of project.

Annual Net Revenue Created

2: Returns all initial investment

Cost recovered through soft debt repayments, but no net gain.

Indirect revenue through increased property tax base, and indirect cost savings through more compact development which allows for some service delivery at a lower cost per household.

Greenhouse Gas Pollution

2: Meets high energy efficiency standards, and creates a compact development, or meets high energy efficiency standards and sometimes creates a compact development and sometimes locates in a mixed-use or walkable area.

Meeting the highest energy efficiency requirements for new units or reasonably high standards for acquisition of existing units creates reductions in greenhouse gas emissions, and the development is somewhat more compact than single family housing units. Units may be produced or acquired and rehabbed within or close to walkable and mixed-use areas.

Duration of Use as Affordable Workforce Housing

2: Deed restriction of any type that lasts at least 55 years and is renewable upon transfer.

55 years via Vail InDeed style deed restriction for owner occupied unit, and 1 or 2 units for 3 and 4 plex projects. Restrictions to local workforce and maximum rent restrictions ensure non owner occupied and non-short term rental units will be affordable workforce housing, although not income restricted.

Geographic Equity

2: three or more communities, but not every community

This type of program is most likely to work in Mammoth Lakes, June Lake, and Crowley because it relies on income from short term rentals. However, it may be possible in other communities as well.

Public Development: Mixed-Income Development with Public Equity Investment

This category is taken from a Furhman Center report on publicly led and owned housing development models⁶. Mixed-Income Development with Public Equity Investment models represent a hybrid approach where public entities actively invest in housing development, using tools like revolving loan funds to finance mixed-income projects. These models aim to secure long-term public ownership stakes and cross-subsidize affordable housing through revenue generated from market-rate units.

Core Features

1. Structure:

- Public entities act as both financier and owner or partial owner, leveraging public equity to fill gaps in project financing.
- Revolving loan funds are used to provide low-interest loans during construction, with repayments reinvested for future projects. For example, Montgomery County's Housing Production Fund (HPF) revolves funds every five years.
- Projects typically blend market-rate units (70–80% of total units) with affordable units (20–30% of total units, targeting 50–80% of Area Median Income).

2. Key Tools:

- Public land contributions.
- Favorable financing terms (e.g., lower-than-market interest rates).
- Local subsidies, including property tax exemptions and development fee reductions.

3. Examples:

- **Montgomery County, Maryland:** Housing Production Fund financed 3,000 units over 20 years with a \$100 million bond issuance.
- **Atlanta Urban Development Corporation (AUD):** Operates on public land with tax exemptions and debt guarantees from the city.

Benefits

1. Cross-Subsidization:

⁶ <https://furmancenter.org/research/publication/the-emerging-spectrum-of-government-led-and-publicly-owned-housing-development-models>

- Revenue from market-rate units reduces reliance on external subsidies, allowing projects to maintain financial viability while delivering affordable units.

2. Efficient Land Use:

- Mixed-income projects often maximize value on public land, creating higher-density developments in high-demand areas.

3. Potential for Long-Term Affordability:

- Public ownership stakes ensure affordability restrictions persist beyond traditional regulatory periods.

Challenges

1. Financial Viability:

- High market-rate rents are critical to subsidizing affordable units, limiting applicability to higher-cost areas.
- Construction costs and financing risks (e.g., economic downturns) can strain project budgets.

2. Complex Development Risks:

- Public entities must navigate the same challenges as private developers, including zoning, construction delays, and fluctuating costs.
- Revolving loan funds require careful management to sustain long-term operations.

3. Equity Stake Risks:

- Public ownership involves both financial and operational risks, such as defaulted loans or underperforming assets.

Implementation Considerations

1. Public Land Optimization:

- Projects built on public land minimize upfront costs and support higher affordability levels.
- Strategic selection of sites ensures alignment with public transit, employment hubs, walkability, and greenhouse gas emission reductions.

2. Policy and Subsidy Coordination:

- Successful models combine federal subsidies (e.g., LIHTC, FHA risk-sharing loans) with local incentives like tax exemptions.
- Revolving funds must complement, not replace, broader housing strategies.

3. Operational Capacity:

- Public entities must possess or outsource underwriting, risk assessment, and asset management expertise. Learning from programs like Montgomery County’s Housing Opportunities Commission, the Atlanta Urban Development Corporation, Chicago’s Green Social Housing Revolving Fund, and Colorado’s Affordable Housing Financing Fund can help develop robust internal systems.

Key Examples

1. Montgomery County, Maryland – Housing Opportunities Commission (HOC)

Core Functions:

- **Revolving Loan Fund:** The Housing Production Fund (HPF) uses revolving capital to finance mixed-income housing developments. Initial funding came from a \$100 million bond issuance, supported by Montgomery County Council, with plans to finance approximately 3,000 units over 20 years.
- **Public Ownership:** HOC retains majority ownership of funded units, ensuring ongoing public control.

Financing Mechanisms:

- Construction loans offered at low interest rates (e.g., 3.5%–5%).
- Public land usage and property tax exemptions reduce costs.
- The HPF revolves funds every five years as loans are repaid through project proceeds or additional equity investments.

Recent Project Example:

- A recent development financed with the HPF included 70% market-rate units and 30% affordable units targeted at households earning 50%–80% of Area Median Income (AMI).

Unique Features:

- Revenue from market-rate units subsidizes affordable units, balancing financial sustainability with social goals.
- Cross-subsidization and strategic use of public land maximize housing production and affordability.

2. Atlanta, Georgia – Atlanta Urban Development Corporation (AUD)

Core Functions:

- **Subsidiary of Atlanta Housing Authority:** AUD functions under the city’s public housing authority to lead mixed-income developments.
- **Public Land and Tax Incentives:** Developments often occur on public land and leverage property tax exemptions provided by Georgia law.

- **Partnerships:** Collaborates with the city’s economic development agency and uses Federal Housing Administration (FHA) risk-share loans to support project financing.

Financing Mechanisms:

- Public land contributions and municipal debt guarantees lower development costs.
- Subordinate construction loans complement senior loans, reducing overall financing risks.

Key Features:

- AUD focuses on creating large-scale, mixed-income developments in Atlanta, incorporating both market-rate and affordable units to achieve financial viability.
- Investments aim to generate long-term public benefits, including permanent affordability.

3. Chicago, Illinois – Green Social Housing Revolving Fund

Core Functions:

- **Revolving Loan Fund:** Chicago’s fund supports mixed-income developments with loans that prioritize energy-efficient and sustainable housing designs.
- **Ownership Goals:** The public entity gains partial ownership stakes, ensuring affordability commitments.

Financing Mechanisms:

- Public capital funds construction phases, complemented by market-rate loans for permanent financing.
- Profits from market-rate units support affordability for lower-income households.

Key Features:

- The fund integrates sustainability goals, promoting environmentally friendly housing solutions alongside affordability.

4. Colorado – Affordable Housing Financing Fund (AHFF)

Core Functions:

- **Dedicated Funding Stream:** AHFF is supported by a 0.1% state income tax set-aside, reducing reliance on revolving fund repayments.
- **Flexible Investments:** AHFF focuses on financing projects that provide affordable rental units for households earning 50%–80% AMI.

Financing Mechanisms:

- Equity investments from AHFF prioritize long-term affordability and may include renter wealth-building programs where property appreciation benefits tenants.

Key Features:

- Investments emphasize affordability while allowing some returns to be reinvested in future housing projects or tenant-focused programs.

Commonalities Across Group A (“Mixed-Income”) Models:

1. **Public Ownership Stakes:** Public entities retain significant control through ownership or partial ownership, ensuring affordability and public benefit over time.
2. **Revolving Loan Structures:** Loans are structured to minimize borrowing costs and ensure funds are recycled for future developments.
3. **Market-Rate Revenue:** Cross-subsidization from market-rate units supports the financial viability of affordable units.
4. **Strategic Land Use:** Public land is leveraged to reduce costs and align developments with community priorities.

Key Takeaways

Mixed-Income Development with Public Equity Investment models provide a scalable framework for creating mixed-income developments, balancing market dynamics with public investment to increase affordable housing supply. However, these models thrive in regions with robust market-rate demand and require significant operational capacity to manage risks effectively. By leveraging revolving loan funds, public land, and favorable tax policies, Mixed-Income Development with Public Equity Investment models can promote affordability while maintaining financial sustainability over time.

Local Context

Mono County has some very specific challenges and strengths that create opportunities to leverage a public equity investment strategy.

- Mono County has far less development activity and local development expertise than several of the examples in the report.
- Mono County has a more bifurcated economy with a much higher relative demand for short term rentals, and a higher income clientele for those short-term rentals.
- Mono County has much lower incomes among permanent local residents with local jobs.

As a result, the following modifications to the Furman Report⁷ examples are recommended:

- Directly develop or partner with a local or other partner to assist with the development process. Examples of options include:

⁷ <https://furmancenter.org/research/publication/the-emerging-spectrum-of-government-led-and-publicly-owned-housing-development-models>

- Eastern Sierra Community Housing, housing consultants already under contract, or another qualified partner sought out by offering an RFP or other process.
- Maintain public control to ensure long term financial sustainability, property maintenance and upkeep, and to ensure affordable units remain affordable perpetually.
- Replace the cross subsidy from market rate rentals with cross subsidy from short-term rentals.
 - This allows for a much higher proportion of developments to be affordable for lower income households as well as the broad local working class.

Simulations run by staff suggest that a development at a scale that fits local communities could provide rents at the local fair market rents (which are 20% lower than the median rents) for 2/3 of the units produced with only 1/3 of the units set aside as short-term rentals. The two limitations to scaling this scenario are the local demand for short-term rentals as well as the access to federal TOD financing. This ratio of STRs to LTRs would allow Mono County to recapture any funds invested or lent in the development process once the development project closes on its financing sources right before construction begins.

Simulations that utilize a model more like those in the Furman Center report⁸ (70-80% market rate) can't be sustained unless Mono County could provide 36% of the costs of development as equity⁹. Which significantly increases the initial investment while also reducing the affordable units.

Variation for Scoring: Modified Mixed-Income Approach to Suit Local Conditions

Mono County's unique challenges and strengths offer opportunities to adapt public equity investment models to its specific context. Key considerations include limited local development expertise, a high demand for short-term rentals, and comparatively low incomes among residents employed locally. These factors necessitate modifications to standard models, ensuring affordability while leveraging local opportunities.

Key Contextual Factors

1. Limited Development Activity:

- Unlike larger jurisdictions, Mono County has fewer development projects and has very few local developers.
- Partnerships with external entities or local organizations are crucial for successful implementation.

2. Demand for Short-Term Rentals:

⁸ <https://furmancenter.org/research/publication/the-emerging-spectrum-of-government-led-and-publicly-owned-housing-development-models>

⁹ In this simulation market rate was defined as 10% above the HUD estimated median rents. HUD estimated median rents are 20% more than the fair market rents.

- High demand for short-term rentals, driven by affluent visitors, provides a unique revenue source to cross-subsidize affordable units.

3. Economic Disparities:

- Local workforce households have significantly lower incomes compared to short-term rental clientele.

Proposed Modifications

1. Development Partnerships:

- The Mono County or the Housing Authority directly develops housing and seeks collaboration with qualified partners, such as:
 - Local nonprofits like Eastern Sierra Community Housing.
 - Housing consultants under contract.
 - Other individuals or organizations with development expertise selected through a Request for Proposals (RFP) process.
- Maintaining public control of the development process and the units developed ensures long-term financial sustainability, consistent property maintenance, and permanent affordability of units.

2. Cross-Subsidy from Short-Term Rentals:

- Replace the traditional market-rate unit cross-subsidy model with revenue generated from short-term rentals.
- This approach would enable a greater proportion of units to be affordable for lower-income households and the broader local workforce.

Projected Outcomes

1. Simulated Financial Feasibility:

- A balanced development plan where 1/3 of units are short-term rentals and 2/3 are affordable units could sustain local fair market rents (20% below median rents).
- Once stabilized (93% occupancy), such developments would allow Mono County to recapture public investments or loans utilized in the early stages of development, creating a self-sustaining model.

2. Comparison to Mixed-Income Models from Furman Report:

- Models relying on 70–80% market-rate units (as outlined in the Furman Center report¹⁰) are less viable in Mono County due to the lower average incomes which cannot support rents significantly higher than affordable unit rents.
- Such models would require the county to provide at least 36% of development costs as equity, significantly increasing upfront investment while reducing the proportion of affordable units.

Conclusion

Mono County has the opportunity to leverage its strong demand for short-term rentals to cross-subsidize affordable housing, creating locally a tailored approach that maximizes benefits for its local workforce. By maintaining public control and aligning development scales with local needs, this variation ensures financial sustainability, long-term affordability, and adaptability to Mono County's unique housing market dynamics.

Scoring on Criteria

Unit Production

1: Costs less than \$2,400,000 to meet annual need

\$540,000 annually to meet the County's annual housing needs not met by the private market (24 units).

Limited by temporary cash dedicated to the policy option to get the development to closing on financing sources and beginning construction. Projects will range in the value of these early expenditures. Assuming land is purchased, and development sites are selected to be create compact walkable districts the highest upfront costs could be as little as \$540,000 annually to meet the County's annual housing needs not met by the private market (24 units).

Individual projects may be larger than 24 units and therefore cover more than an average year's growth in demand for housing and also require more upfront investment, but the investment will be proportional to the number of units and the level of compactness of the development. With more units and more compactness resulting in lower costs and as a result more unit production.

Initial County Investment Per Unit

1: Less than \$50,000 per unit

\$22,500 If land is required to be purchased and if development is reasonably compact

Annual Net Revenue Created

1: Return of all initial investment plus a significant positive return thereafter.

¹⁰ <https://furmancenter.org/research/publication/the-emerging-spectrum-of-government-led-and-publicly-owned-housing-development-models>

In addition to the return of initial investment of \$22,500 per unit, \$3,356 per unit per year in cashflow, and another \$11,362 per unit per year available for property management and administration.

If we assume an FTE for administration and management is equal to \$160,000, two FTEs could be funded for every 22 units produced, regardless of whether these FTEs were employees of Mono County, Housing Authority, or a partner organization.

Greenhouse Gas Pollution

1: Meets high energy efficiency standards, creates a compact development, and locates in a mixed-use or walkable area.

This policy option requires TOD financing. This creates the need to carefully select a location which is already in a walkable area, and because the project minimizes it will also increase the compactness of the development pattern it will further improve walkability, reduce VMT, and decrease energy use. Taken together with meeting the highest energy efficiency standards, this policy option will have a very high level of greenhouse gas pollution reductions.

Duration of Use as Affordable Workforce Housing

1: A greater guarantee of permanence than a deed restriction

Permanent through permanent public ownership or partial ownership.

Geographic Equity

1: 3 or more communities, but not every community.

This program would likely only be able to be primarily based in June Lake and Mammoth Lakes. However, through the use of scattered site projects, it could also create units in Lee Vining, Bridgeport, and potentially the Walker/Coleville area. However, because of the TOD financing requirement, this would require the partnership of ESTA, YARTS, and the Town of Mammoth Lakes in order to meet the TOD financing requirements. Early conversations have indicated that ESTA and YARTS may be open to partnerships which would open the program to June Lake, Lee Vining, Bridgeport, and Walker/Coleville. However, the Town of Mammoth Lakes may not be open to the required improvements in public transportation infrastructure.

Public Development: Publicly Led Development with a Flexible Model

Description of Policy option

This policy option utilizes a hybrid approach between the Furman Center report's *Group C: Fully Affordable Housing Models* ("Fully Affordable") and *Group A: Mixed-Income Development with Public Equity Investment* ("Mixed-Income")¹¹. The hybrid takes advantage of the strengths that each category provides, while avoiding some of the weaknesses of each. This hybrid approach encompasses long-standing models of publicly led affordable housing development, emphasizing affordability and public or nonprofit ownership. These models prioritize serving low-income households while still leaving open the possibility of utilizing mixed-income, mixed-use, and other approaches to maximize public benefits. Similar to the *Mixed-Income* and *Fully Affordable* strategies, this policy option also employs innovative financing mechanisms to sustain affordability and quality over the long term.

Variation for Scoring: Hybrid of *Mixed-Income*, *Fully Affordable* models + A Range of Smaller-Scale Affordable Developments

Core Features

1. Public or Quasi-Public Ownership:

- Housing developments are fully owned and operated by public entities or in partnership with nonprofit organizations.
- Focus on maximizing affordable units for local working-class households.
- Directly develop or partner with a local or other partner to assist with the development process. Similar to the previous policy option based on the *Mixed-Income* strategy.

2. Utilize a Range of Smaller-Scale Developments:

- Include developments of a modest in size (e.g., 50–100 units), similar to the Furman report's *Fully Affordable* strategy which enhances political feasibility and aligns with community preferences¹².
- Leverage the positive cashflow from the modest sized developments to subsidize and include even smaller scale developments, for example projects and programs from the policy options discussed in the deed restriction options and incentives for ADUs, Junior ADUs, and 2- to 4-unit buildings from earlier policy options.

¹¹ <https://furmancenter.org/research/publication/the-emerging-spectrum-of-government-led-and-publicly-owned-housing-development-models>

¹² <https://furmancenter.org/research/publication/the-emerging-spectrum-of-government-led-and-publicly-owned-housing-development-models>

- A range of smaller-scale projects avoid zoning hurdles common with larger, higher-density proposals, and honor the preferences of a wide range of viewpoints while still ensuring enough financial sustainability to meet local housing needs.

3. Cross Subsidize Between Developments

- *Mixed-Income* style developments will provide financial sustainability that can be leveraged to support developments that may be less financially sustainable, particularly early in their life cycle, like the *Fully Affordable* strategy and a range of even smaller scale developments including ADU to 4 unit privately owned units, and a range of deed restricted strategies as analyzed earlier in this analysis.

4. Dedicated Public Funding:

- The *Fully Affordable* models rely on stable public funding sources like municipal tax levies or state-authorized bonds, ensuring long-term financial sustainability. Mono County now has a dedicated TOT tax to fill this purpose, creating a sustaining source of funding.
- Revenue from rents and pooled income across the future portfolio can support ongoing operations and capital repairs, including *Mixed-Income* style which increase the portfolio's financial sustainability even without ongoing dedicated public funding.

5. Simplified Financing and Design:

- Avoid solely relying on programs like Low-Income Housing Tax Credits (LIHTC), reducing administration and allowing greater flexibility in project design.
- Construction cost savings can be created by limiting non-essential amenities like the *Fully Affordable* model, or they can be paid for utilizing cross subsidizing strategies like the *Mixed-Income* model. Amenity sharing can also be utilized between developments in the same community.

6. Leverage Energy Efficiency and Sustainability

- Utilize federal subsidies for energy efficiency and sustainability.
- Integrate sustainability into housing, combining affordability with environmentally friendly designs.
- Energy efficiency and sustainability lowers operational and in some cases construction costs to create further financial sustainability.

Key Examples

1. Dakota County Community Development Agency (CDA), Minnesota:

- Operates a portfolio of senior housing developments financed through tax-exempt “essential function” bonds backed by a property tax levy.

- Pools revenue across its portfolio to cover operational costs, major repairs, and future developments.
- Avoids expensive amenities, enabling deeper affordability while maintaining high demand for its units.

2. The Housing Company (THC), Idaho:

- A nonprofit affiliate of the Idaho Housing and Finance Association, initially created to address gaps in affordable housing development capacity.
- Leverages a large portfolio of affordable housing units to finance new developments.
- Balances reliance on federal funds like LIHTC with policy option financing mechanisms.

3. Montgomery County, Maryland – Housing Opportunities Commission (HOC)

- Operates the Housing Production Fund (HPF), a revolving loan fund financed by a \$100 million bond issuance.
- Offers low-interest construction loans (3.5%–5%).
- Market-rate revenue subsidizes affordable units, balancing financial and social goals.

4. Atlanta, Georgia – Atlanta Urban Development Corporation (AUD)

- Operates as a subsidiary of the Atlanta Housing Authority to develop mixed-income housing.
- Utilizes public land and Georgia tax incentives for developments.
- Partners with the city's economic development agency and leverages FHA risk-share loans.
- Combines public land contributions with municipal debt guarantees to lower costs.
- Uses subordinate loans to complement senior construction loans, reducing financing risks.
- Focuses on large-scale developments blending market-rate and affordable units.

5. Chicago, Illinois – Green Social Housing Revolving Fund

- Supports mixed-income housing with loans prioritizing energy efficiency and sustainability.
- Secures partial ownership stakes to maintain affordability commitments.
- Public capital funds initial construction, with market-rate loans providing permanent financing.

- Profits from market-rate units help subsidize lower-income housing.
- Integrates sustainability into housing, combining affordability with environmentally friendly designs.

6. Colorado – Affordable Housing Financing Fund (AHFF)

- Supported by a 0.1% state income tax set-aside for long-term affordability financing.
- Focuses on affordable rentals for households earning 50%–80% of AMI.
- Equity investments prioritize affordability and renter wealth-building programs.
- Allows returns to be reinvested in tenant-focused programs or future housing projects.
- Balances affordability with reinvestment opportunities for long-term impact.

Benefits

1. Permanent Affordability:

- Public ownership ensures units remain affordable indefinitely, free from market-driven pressures or expiring affordability requirements.
- Aligns with community goals to provide stable housing for local working-class households as well as more vulnerable populations such as seniors and extremely low-income households.

2. Financial Sustainability:

- Cross-subsidization within *Mixed-Income* style developments and over time, a growing portfolio, spreads costs for maintenance and capital improvements, reducing dependence on external subsidies.
- Dedicated funding sources, such as tax levies, provide predictable revenue streams.
- Cross subsidizing between strategies allows less financially sustainable housing strategies to be used when desired, including deed restriction strategies, and other strategies described in this analysis.

3. Localized Focus:

- Public and nonprofit entities partner to respond directly to local housing needs, tailoring developments to meet specific community demands.
- Including both moderate sized and smaller developments improve political palatability and make it easier to integrate into existing neighborhoods.

4. Cost Efficiency:

- By not requiring the use of federal programs like LIHTC, non LIHTC developments can bypass regulatory constraints and reduce design costs.
- Construction and operational savings translate to lower rents for tenants.

Implementation Considerations

1. Dedicate Revenue Streams:

- Dedicated revenue streams provide the funding necessary for early development phase expenses, and funds to consult or partner with other entities.
- Dedicating all or a portion of the recently passed TOT measure will help speed up the development of units and allow for more flexibility in serving a variety of income levels and providing rents at a range of prices.
- Dedicating all projects cashflow, rather than recapturing for use outside of developing and maintaining housing, helps by pooling revenues across multiple developments spreads financial risks and ensures resources for ongoing capital needs.

2. Local Expertise and Partnerships:

- Specialized entities, such as The Housing Company, bring expertise in managing affordable housing and accessing diverse funding sources.
- Partnerships between Mono County and either local nonprofits like Eastern Sierra Community Housing or others with development and management expertise can enhance capacity while preserving public ownership and mission alignment.

3. Incremental Growth:

- Take time to develop initial projects with community input to build community support.
- Gradually expand while refining operational systems and experience before growing more rapidly.

4. Cost Optimization:

- Leveraging energy efficiency investments, reducing soft costs as a result of not relying on LIHTC and similar programs, and leveraging public land for development where possible reduces upfront costs and ensure affordability for tenants.

Conclusion

A hybrid of the *Mixed-Income* and *Fully Affordable* models provide a sustainable and localized approach to providing affordable workforce housing. By focusing on public ownership, long-term affordability, energy efficiency, and utilizing cross-subsidy, the hybrid approach addresses the needs of the working-class households as well as the most vulnerable populations. The success of a hybrid approach depends on maintaining operational excellence and aligning developments with

local community needs. With careful planning and dedicated support, a hybrid approach can play a crucial role in meeting the local housing needs through development of stable, sustainable, and high-quality housing.

Scoring on Criteria

Unit Production

1: Costs less than \$2,400,000 to meet annual need

Similar to the previous policy option, limited by temporary cash dedicated to the policy option to get the development to closing on financing sources and beginning construction. Projects will range in the value of these early expenditures. Assuming land is purchased, and development sites are selected to be create compact walkable districts the highest upfront costs could be as little as \$540,000 annually to meet the County's annual housing needs not met by the private market (24 units).

Individual projects may be larger than 24 units and therefore cover more than an average year's growth in demand for housing and also require more upfront investment, but the investment will be proportional to the number of units and the level of compactness of the development. With more units and more compactness resulting in lower costs and as a result more unit production.

Projects subsidized by the modest sized developments will range in unit production costs in line with the analysis from earlier policy options. However so long as the early projects are of the *Mixed-Use* type and of modest size, the revenues from those projects can help substantially lower cash barrier to production for the less financially efficient options.

Initial County Investment Per Unit

1: Less than \$50,000 per unit

For modest sized developments: \$22,500 If land is required to be purchased and if development is reasonably compact

For projects subsidized by the modest sized developments, the initial investment per unit will range in line with the analysis from earlier policy options. However so long as the early projects are of the *Mixed-Use* type and of modest size, the revenues from those projects can help substantially lower County Investment per unit for the less financially efficient options.

Annual Net Revenue Created

1: Return of all initial investment plus a significant positive return thereafter.

For the *Mixed-Income* style developments of modest size: In addition to the return of initial investment of \$22,500 per unit, \$3,356 per unit per year in cashflow, and another \$11,362 per unit per year available for property management and administration.

If we assume an FTE for administration and management is equal to \$160,000, two FTEs could be funded for every 22 units produced, regardless of whether these FTEs were employees of Mono County, Housing Authority, or a partner organization.

For the projects subsidized by the *Mixed-Income* style developments, revenue will range in line with the analysis of previous policy options

Greenhouse Gas Pollution

1: Meets high energy efficiency standards, creates a compact development, and locates in a mixed-use or walkable area.

This policy option requires TOD financing. This creates the need to carefully select a location which is already in a walkable area, and because the project minimums it will also increase the compactness of the development pattern it will further improve walkability, reduce VMT, and decrease energy use. Taken together with meeting the highest energy efficiency standards, this policy option will have a very high level of greenhouse gas pollution reductions.

For the projects subsidized by the *Mixed-Income* style developments, greenhouse gas pollution reductions will range in line with the analysis of previous policy options

Duration of Use as Affordable Workforce Housing

1: A greater guarantee of permanence than a deed restriction

Permanent through permanent public ownership or partial ownership.

For the projects subsidized by the *Mixed-Income* style developments, duration of use as affordable workforce housing will range in line with the analysis of previous policy options.

Geographic Equity

1: Can be used in any community

Can reach every community, however, initially will be more limited.

As a result of the ability to subsidize policy options that provide the highest level of geographic equity, this policy option will also have the highest level of geographic equity. However, early projects, developed to create the cashflow necessary for that subsidy will only provide a moderate level of geographic equity. However, this is temporary and helps to increase the reach of the more geographically equitable policy options by increasing funding for them.

Strategic Opportunities

There are a range of commonly discussed policies or policies that are used in other communities around the world that may have more limited value in Mono County for a variety of reasons. However, in limited circumstances they may help move the goals of the Mono County housing program forward and therefore are useful to discuss here. These policies include:

- **Strategic Acquisitions:**

This grouping of policy options would directly address the housing shortages in Mono County by focusing on more efficient use of the current housing stock, mitigating the negative impact of short-term rentals on the long-term housing market, and increasing the supply of units for permanent residents. By implementing this policy, Mono County could make significant strides in stabilizing the rental market, reducing displacement, and supporting its workforce and community members.

- **Conversion of Short-Term Rentals:** The strategy would incentivize or require the conversion of short-term vacation rentals into long-term rental units. This could be achieved through direct purchase by the county, financial incentives for owners to switch from STR to LTR, or regulatory measures limiting STR permits and usage. By reclaiming housing units currently used for short-term lodging, the county can increase the availability of affordable rental housing for residents, workforce members, and low- to middle-income households.
- **Commercial to Residential Conversion:** This strategy would seek underutilized commercial space and convert it to residential.
- **Existing Long-Term Rentals with Low Occupancy:** This part of the strategy would involve identifying and acquiring long-term rental properties that currently experience low occupancy rates. The goal would be to ensure that these units are better utilized and available to meet the needs of the local population. Strategies could include partnering with landlords to improve property management, offering subsidies to maintain affordable rent, or directly acquiring and managing the properties.
- **Underutilized or Unused Forest Service or Other Employee Housing:** This strategy would involve working with employers that are underutilizing employee housing in areas where the housing would be potentially in demand from the public.

- **Strategic Land Banking**

This strategy is typically used in communities that have a large number of properties that are vacant and left to fall into disrepair. This strategy is most commonly used in the “rust belt” or similar areas where large community employers have left and as a result much of the local population is unable to sustain themselves and ultimately leave the community. A local government typically leads the effort of acquiring properties and clearing claims against them before then turning them into active uses. Mono County may find specific

opportunities to leverage this strategy when parcels become available or could be purchased in highly desirable areas, or when tax sales take place.

- **Strategic Incentives for Private Development**

- Parking: Reduces requirements, elimination of requirements, or efficient publicly provided parking in walkable districts
 - Parking usage typically peaks at different times depending on uses, with office space usage peaking during the day, entertainment space usage peaking during the evening, and housing usage peaking during the late evening and overnight. Specific subcategories may have further refined parking peak usages. A shared parking strategy can minimize the space wasted on open parking spaces by taking advantage of the variable peaks of usage.
 - Parking wastes space served by infrastructure, provides almost negligible tax productivity, and makes spaces less safe and less comfortable. More vulnerable populations like children are even more prone to safety issues.
 - Parking space, and streets designed to create faster traffic speeds and higher throughput harm the economics for small businesses, all types of development, and decrease the desirability of the space while outside of a personal vehicle.
 - Parking requirements create a large negative impact on the design and economics of development.
 - Analysis of Mono County development costs and typical incomes suggests this tool isn't generally powerful enough to allow for moderate income and affordable housing projects to pencil out, however it may make a difference in specific cases.
- Density Bonus
 - Assuming parking requirements don't make density bonuses unable to be utilized, sometimes allowing developers to spread the cost of land over more square feet of commercial space or more units of housing is enough to move a project from unable to "pencil out" to getting a green light.
 - Analysis of Mono County development costs and typical incomes suggests this tool isn't generally powerful enough to allow for moderate income and affordable housing projects to pencil out, however it may make a difference in specific cases.
- Tax and Fee Reductions
 - Reducing the operational or initial development costs may be enough for edge cases to move forward however analysis of Mono County development costs and typical incomes suggests this tool isn't generally powerful enough

to allow for moderate income and affordable housing projects to pencil out, however it may make a difference in specific cases.

- Below Market Interest Rates for Hard and Soft Debt for Projects
 - Hard debt is paid back on a set schedule, also referred to as amortizing.
 - Soft debt is paid back based on other factors like committing some cashflow after all other expenses are paid and all other debt is paid. This can be very flexible.
 - There may be cases where these tools could help a project, particularly an affordable housing project that is already well funded by sources like LIHTC, HOME, CDBG, or California specific sources.
 - Analysis of Mono County development costs and typical incomes suggests this tool isn't generally powerful enough to allow for moderate income and affordable housing projects to pencil out, however it may make a difference in specific cases.

Recommended Mono County Housing Program

Mono County hasn't completed a housing needs assessment since 2017. In 2017, that housing needs assessment identified the need over the following 5 years of up to 170 units, or about 34 units per year. From 2010 through 2019 Mono County averaged 10 units receiving their certificate of occupancy per year from all sources. Leaving Mono County short by 24 units per year.

Assuming conditions have not worsened, but maintained the same absolute growing need, by 2030 (5 years from now), the unmet need will have likely grown to over 300 units. However, every community in the region is experiencing a shortage of housing from the southern tip of Inyo County to most northern portion of Mono County. A regional housing study is taking place currently to investigate future needs and the impacts of the shortage of housing throughout the region.

These numbers paired with the stories we hear from residents of Mono County point towards the need to take major actions to alleviate the housing crisis in Mono County. Below is the policy analysis matrix for the options considered in this analysis.

Mono County Housing Policy Analysis Matrix							
Policy Option	Unit Production	Initial County Investment Per Unit	Annual Net Revenue	Green House Gas Reduction	Duration of Use	Geographic Equity	Score
Public Development: Publicly Led Development with a Flexible Model	1	1	1	1	1	1	6
Public Development: Mixed-Income with Public Equity Investment	1	1	1	1	1	2	7
Modified Bridge Program	2	2	3	2	2	1	12
Vail InDeed	2	2	3	2	2	1	12
Private Development: Incentives for 4-Plex	3	2	2	2	2	3	14
Private Development: Incentives for ADU to 3-Plex	3	3	2	2	2	3	15

The analyzed proposals provide a mix of options for consideration, from ownership assistance and property conversions to incentives for private development and publicly led development. As shown in the matrix, each policy option has strengths and weaknesses.

Considering the housing crisis and its impacts on the residents of Mono County, staff recommends focusing primarily on the policy options with the largest impact on housing production but still utilizing considering other options to provide a “toolbox” of options to ensure that each criterion is able to be met well. In order to meet this goal, staff recommends utilizing the highest scoring option, *Public Development: Publicly Led Development with a Flexible Model* as the core of the housing program. This policy has the capacity to meet the housing needs of Mono County while

also producing net revenue which can be used to financially support other policy options in this analysis that the public and decision-makers may want to utilize but would not be able to sustain themselves or meet the overall housing needs on their own. The remaining housing policy options should be considered more opportunistic in their uses where benefits are maximized and will be utilized as developed in the policy analysis to maximize their performance. Other options or improvements can also be considered and adopted over time, and will utilize the same criteria with the goal of maximizing our ability to meet our housing goals.

Appendix: Analyzed Policy Options that Scored Poorly

Acquisition and Rehabilitation of Short-Term Rentals (STRs) and Other Underutilized Buildings for Conversion to Long Term Rentals (LTRs).

This policy focuses on acquiring existing housing units and converting them into long-term rental (LTR) properties. The acquisition strategy could target three types of properties:

1. **Conversion of Short-Term Rentals:** The strategy would incentivize or require the conversion of short-term vacation rentals into long-term rental units. This could be achieved through direct purchase by the county, financial incentives for owners to switch from STR to LTR, or regulatory measures limiting STR permits and usage. By reclaiming housing units currently used for short-term lodging, the county can increase the availability of affordable rental housing for residents, workforce members, and low- to middle-income households.
2. **Commercial to Residential Conversion:** This strategy would seek underutilized commercial space and convert it to residential.
3. **Existing Long-Term Rentals with Low Occupancy:** This part of the strategy would involve identifying and acquiring long-term rental properties that currently experience low occupancy rates. The goal would be to ensure that these units are better utilized and available to meet the needs of the local population. Strategies could include partnering with landlords to improve property management, offering subsidies to maintain affordable rent, or directly acquiring and managing the properties.
4. **Underutilized or Unused Forest Service or Other Employee Housing:** This strategy would involve working with employers that are underutilizing employee housing in areas where the housing would be potentially in demand from the public.

This policy option would directly address the housing shortages in Mono County by focusing on more efficient use of the current housing stock, mitigating the negative impact of short-term rentals on the long-term housing market, and increasing the supply of units for permanent residents. By implementing this policy, Mono County could make significant strides in stabilizing the rental market, reducing displacement, and supporting its workforce and community members.

Variation for Scoring: General Strategy guidelines to take advantage of these relatively rare opportunities as they arise

Opportunities to utilize any variation of this policy option are likely to be somewhat rare in Mono County. The following recommendations aim to meet the goal of maximizing benefits and minimizing risks and costs.

1. **Focus on new construction over purchasing STRs if purchase exceeds cost of constructing new units.** Although STRs create both costs and benefits for the community, considering the valuable positive impacts of STRs on the tourist driven economy, it is advisable to avoid overpaying for STRs when new construction is less expensive. Two

exceptions would be if the site is very desirable or if the site is low density and will be redeveloped at a much higher density.

2. **Carefully consider vacant commercial that could be a valuable part of a walkable district.** If potential commercial-to-residential property is already developed at a higher density and has the potential to be an important part of a walkable district it may make sense to pass up the opportunity, unless it there is an opportunity to convert a portion of it to housing and keep a portion of it commercial or to redevelop the site with as mixed-use with significant housing and adequate commercial space to support the district. Goods and services are an important part of creating a lower cost walkable area for residents. The value of that amenity may outweigh the need for additional housing, particularly if there are other opportunities to focus on new construction or redevelopment of other areas.
3. **Carefully consider long term rental units with high vacancy rates.** There may be a location-based reason for vacancy, particularly in a time when vacancy rates are so low. However, if the reason is related to poor management or upkeep of the property, it may make sense to take the opportunity to rehabilitate or redevelop the property.
4. **Set up regular meetings with forest service.** Working with the federal government will require a lot of time, regularly meeting with forest service and other federal entities that serve Mono County locally will provide Mono County with more information and a stronger local relationship to make deals like land swaps or other opportunities to expand the amount of land in Mono County that could be put to productive use for housing and related development.
5. **Include energy efficiency upgrades for every project.** Every opportunity to improve energy efficiency and the comfort of residents is important to take in order to reduce costs and also reduce greenhouse gas emissions. The IRR, ROI, and simple payback numbers are very good for even the most ambitious energy efficiency upgrades, making it an easy choice to improve financial and environmental sustainability.

Scoring on Criteria

Unit Production

Low: Costs over \$5,078,400 to meet annual need, or is limited by something other than cash.

The number of units produced from this policy option is likely to be highly variable and generally very low. This makes the most impactful limitation simply the number of opportunities to utilize this strategy.

Within that limitation, the strategy is limited by cash dedicated to policy option. \$7,200,000 annually to meet the County's annual housing needs not met by the private market (24 units). This assumes that the acquisition and rehab will net out a unit for ever \$300,000. Because of the variable nature of these types of opportunities, the per unit costs would also be highly variable.

Initial County Investment Per Unit

High: More than \$250,000 per unit

Approximately \$300,000 per unit. However as mentioned above, the actual cost could be highly variable. The costs of acquisition and rehabilitation is generally less expensive than new construction.

These projects would generally not qualify for the Federal TOD financing because project size is likely to be less than the minimum threshold. This makes financing these projects more difficult, and requires a larger county investment.

Annual Net Revenue Created

High: eventually returns all investment plus a positive return

As long as the units remain in Mono County or the Mono County Housing Authority's portfolio, approximately \$10,000 per unit per year will be generated assuming no debt service expenses. This is an estimate based upon the projected Bridgeport Apartments cashflow.

Assuming there is no debt service this would provide Mono County with a 3.3% ROI. Borrowing to partially fund the project would reduce the ROI, but allow Mono County to produce a larger number of units.

Greenhouse Gas Pollution

Moderate: Meeting the highest energy efficiency standards, and sometimes creating compact development, as well as sometimes developing within existing mixed-use areas.

This policy option would reduce greenhouse gas emissions for many potential projects. Projects that are underutilized currently and in areas close to workplaces and other amenities would lower greenhouse gas emissions by decreasing vehicle miles traveled.

Mixed-use projects would additionally lower VMT for any nearby households if amenities, workplaces, or any highly needed services were provided in the non-housing spaces.

Finally, by rehabilitating buildings to meet the highest energy efficiency standards there would be additional emission reductions.

Duration of Use as Affordable Workforce Housing

High: Permanent as a result of public ownership.

Mono County would be able to maintain units as affordable workforce housing permanently by maintaining the units in its portfolio or the Mono County Housing Authority's (or similar entity) portfolio.

Geographic Equity

Moderate: Possible in many communities, but not all communities in Mono County.

These opportunities could come about in most places within Mono County; however, they are far more likely in the largest communities within Mono County.

Private Development: Incentives and Regulations for Private Development of New Units

Private development in Mono County already takes place, but the level of development hasn't kept up with the housing need. Generally, developers focus on the highest rates of return, which tends to be the housing that can sell or rent for the highest prices. The highest end example is the Limelight property (albeit in Mammoth Lakes), where "a limited collection of 15 private residences [are priced starting] from the mid 2 millions."¹³ In the unincorporated part of Mono County in 2023 there were 15 units were issued certificates of occupancy, all of which were owner occupied. Five were "very low income non deed restricted" 2 were "low income non deed restricted", 1 was "non deed restricted moderate income", and the final 7 units were above moderate income. However, the 2017 housing study for Mono County suggested that to meet current needs and future employment growth Mono County would need to see 24 to 34 units produced on average per year¹⁴.

There are many types of incentives that could be provided, some examples include:

- Density bonus
- Tax and Fee reductions
- Procedural Incentives: Increase speed of approvals, or automatic approvals
- Parking requirement reduction
- Below market financing

These can be generalized as procedural incentives, hard debt, soft debt, reductions in capital expenses, and reductions in operating expenses.

Procedural incentives include anything that can increase the speed of approvals or allow for automatic approvals. For example, allowing for fast-track approvals, or automatic approvals in exchange for including affordable housing.

Hard debt is paid back on a set schedule, also referred to amortizing.

Soft debt is paid back based on other factors like committing some cashflow after all other expenses are paid and all other debt is paid. This can be very flexible.

Reductions in capital expenses can be anything that reduces capital expenses, for example providing public parking instead of requiring private parking, allowing for a higher density which decreases the land costs per unit, or providing some other benefit that would others be paid upfront as a capital expense.

Reductions in operating expenses are generally any ongoing fee or tax reduction. In California these are more difficult to utilize because tax increment financing is commonly used for this purpose, but it isn't allowed as broadly in California as it is in other states.

For the purposes of this analysis, we will focus on hard debt, soft debt, and reductions in operating expenses through fee and tax reductions. Any of these or a mix of them have potential to impact

¹³ <https://limelightresidencesmammoth.com/>

¹⁴ The report recommended 120 to 170 units in a 5-year period from 2017 to 2022.

private development. The reason these incentives have the potential to impact private development is because they add to the return indicators that are used by private developers. The goal is to ensure that investors are able to meet their minimum return requirements. Without reaching investor requirements private development generally won't take place. In this case the investor includes the developer, any equity partners, and any debt partners. Markets and return requirements will change over time and under various circumstances, however as a starting point for analysis, a reasonable rule of thumb is that a project will need to reach 5 to 10 percent cash on cash¹⁵, and a 15 percent internal rate of return (IRR)¹⁶.

If an incentive moves a project from below these ranges to inside or above them, the development project is more likely to occur. In order to avoid over subsidizing a project setting return targets and requiring some clawing back of incentives if returns reach above agreed upon thresholds can hold projects accountable and utilize public investments more efficiently.

The math for development projects in Mono County doesn't work out particularly well, construction costs are high, interest rates are high, and as a result rents must be very high in order to create a project that will meet the two aforementioned targets for private real estate investors. This is why the development that does occur is generally targeted at the wealthiest people who have an interest in purchasing or renting space in Mono County, especially within Mammoth Lakes. These consumers tend not to be permanent residents of Mono County who are working in local jobs.

The most powerful incentives generally available to Mono County are below market rate hard debt, below market rate soft debt, and operational expense decreases primarily through fee and tax reductions.

Staff ran several simulations of a potential project in Mono County that would benefit from incentives to see if it could meet the aforementioned investor requirements.

The first simulation was utilizing HUD estimates of median rents, the second was higher rents more typically seen in Mammoth Lakes, June Lake, and Crowley. No combination of below market rate hard debt, soft debt, and operation expense reductions was able to reach the IRR and cash on cash

¹⁵ Cash on cash is the measure of the average annual return of cashflow in relation to the equity invested in the property. Ex. \$100 equity and \$10 cashflow would be 10%. Cashflow is the cash available after all operations, maintenance, and debt service have been paid.

¹⁶ Internal rate of return is a slightly different way of calculating return. It takes into consideration a specific period of time and compares the cashflow and cash from a future sale after paying off debt. Different investors have different time horizons, but generally the time period would range from 5 years to 10 years. For the simulations for this policy option, 10 years was used as it produced higher IRRs. The projected value of the sale of a project uses a capitalization formula which is typical for commercial property valuation. It takes into account the cashflow at the time of sale and divides it by a capitalization rate. For this simulation we used 4%. Capitalization rates are standard practice, and they allow the comparison between properties that are very different by focusing on their economic value. Cap rates vary from place to place, and can range widely based on a number of factors. 4% is a low capitalization rate, which produces a higher projected sale value. A local realtor was consulted, and they suggested that current cap rates are in the range of 5% to 6% which would produce a lower value for sale. Staff didn't update the simulation because even with the more advantageous cap rate, the analysis suggested that incentives aren't feasible.

targets for either scenario. The investor return requirements were not close in any of the scenarios either, which suggests other types of incentives are unlikely to be able to push a project above the minimum thresholds.

Given the outcome of this analysis, it is unlikely that density bonuses, procedural incentives, and parking requirement reductions would make a significant impact for any project that has rents that could potentially be affordable to the local workforce households. However, some combination of these incentives may increase the number of higher end projects that take place. Some housing professionals and scholars suggest that making higher end projects is still useful for every income level because of what they refer to as *filtering* in the housing market^{17 18}. The theory suggests that for every high-end unit produces, a higher income household will move into it, vacating another unit that would be slightly less expensive. Then that unit will be filled, again vacating another unit that may be slightly less expensive and so on down to the lowest income homes for the lowest income households. The effectiveness of filtering is contested, a summary of the findings of one housing researcher, Jonathan Spader of the Federal Housing Finance Agency is presented by the National Low Income Housing Coalition:

Spader concludes that filtering may not always be a reliable source of lower-cost rental housing and that affordable housing subsidies might be necessary in markets that experience periods of upward filtering. He further concludes that the variation observed in filtering outcomes might warrant federal policies that are more sensitive to local conditions¹⁹.

A Berkeley IGS research report titled “Housing Production, Filtering and Displacement: Untangling the Relationships” takes more of a middle ground questioning the relative effectiveness of filtering:

Through our analysis, we found that both market-rate and subsidized housing development can reduce displacement pressures, but subsidized housing is twice as effective as market-rate development at the regional level. It is unclear, however, if subsidized housing production can have a protective effect on the neighborhood even for those not fortunate enough to live in the subsidized units themselves²⁰.

¹⁷ <https://www.prohousingpgh.org/blog/does-filtering-make-housing-more-affordable>

¹⁸ <https://www.huduser.gov/portal/pdredge/pdr-edge-featd-article-061520.html>

¹⁹ <https://nlihc.org/resource/new-study-examines-filtering-dynamics-us-housing-supply>

²⁰ https://www.urbandisplacement.org/wp-content/uploads/2021/08/udp_research_brief_052316.pdf

Variation for Scoring: Given the lack of financial feasibility, consider other policy options and potentially reconsider in the future if market conditions change

Incentives that have a low cost, or benefits outside of increasing the rate of development could benefit Mono County. For example, providing public parking and reducing parking requirements for nearby developments, even to as low as zero. This could reduce greenhouse gas emissions, increase the compactness and as a result walkability of an area by freeing up empty space reserved for cars. This would increase property taxes and other economic indicators over a specific area, which produces a higher ROI on infrastructure and service provision, most of which have at least some components that is impacted by the total amount of area that needs to be covered, regardless of the number of households within that area.

However, with the exception of very high-end high-cost development, which is already occurring, there isn't a clear path to help developers meet the financial metrics needed to green light a project. Incentives for high end developments are unlikely to produce more development than is currently occurring, and that development is far less likely to impact the local workforce housing market through filtering effects due to the bifurcated nature of the local market. There are very wealthy visitors who can afford very expensive second homes and hotels, and then there is the local permanent population which has significantly lower levels of wealth and income.

If there is interest in pursuing incentives as a housing strategy, engaging a specialized real estate professional that can help Mono County understand the potential and limits of various incentive policies allow for development of a more thoughtful potential policy option. Regardless of whether that path is chosen, in the meantime focusing on more clearly effective policy options for housing is likely to have more positive results.

Scoring on Criteria

Unit Production

Low: Lack of feasibility

Uncertain, under current conditions very low, or very high cost.

Initial County Investment Per Unit

High: Lack of feasibility

Significant, and it would only likely work for very high rent or price level housing options.

Annual Net Revenue Created

Low: No cash revenue

If there is more development than would have occurred without incentives, increased property tax base to the extent those taxes are not refunded to lower operating expenses. With the level of new revenue directly proportional to the number of units developed.

Greenhouse Gas Pollution

Moderate: EE reductions + Sometimes Compact and sometimes mixed-use district

Larger developments are far more likely to be compact as well as part of a mixed-use district, however there is no guarantee that this would be the case. In addition, as long as incentives are combined with increased energy efficiency and electrification requirements, there will be reductions from that requirement.

Duration of Use as Affordable Workforce Housing

Low: None

Only impacting the overall market potentially through the filtering mechanism, which may not be as strong in Mono County. The effectiveness of filtering in general is also contested, and in question specifically in the Mono County context.

Geographic Equity

Low: Only One or two communities

These incentives would likely only work in the highest cost markets within the County.

Background Appendix

A Brief History of Housing Policy Decisions and Discussions

The following is a timeline of housing-related discussions and decisions at the Board level and at Mono County Housing Authority meetings. The summary will be by year, except for 2023 and 2024, where it is broken down by date.

Pre-2019

- 2017 Housing Needs Assessment
 - 120 – 170 units of housing needed in unincorporated county
- 2018 Nexus Fee Studies Completed for HMO
 - Ownership, rentals, commercial developments, and inclusionary housing in-lieu fee
- 2018 Housing Toolbox Presentation from EPS Consulting
 - Supervisor Bob Gardener, “We aren’t just saying we have a housing problem and let’s just throw some stuff at it every year and see how it goes. That’s not good enough, that’s kind of where we’ve been.”

2019

- In a presentation at a Joint Town-County meeting the following were listed as County Housing Programs/Policies
 - Revolving Loan Fund, \$300,000 for the purpose of providing short term lending to preserve existing deed restrictions.
 - County First Time Home Buyer Program (HOME and CDBG funded)
 - Increases in density allowed in various land use designations.
 - Short term rental regulations
 - Birch Creek Condo Unit, and two homes in Benton (all were ultimately sold)
 - Section 8 Housing Vouchers (which were eventually transferred to the Stanislaus Regional Housing Authority)
- The Board held a Housing Mitigation Ordinance Workshop and ultimately decided to charge a smaller amount of fee than the Nexus Fee study supported:
 - Single Family Residential: 5%, or provide 1 affordable unit per 20 market rate units
 - Unless only 1 unit, or an ADU, then 3.33%
 - Multi-Family Residential 3.33% or provide 1 affordable unit per 30 market rate units
 - Storage & Warehouse \$0.50/sf, Commercial \$1.00/sf, Industrial/Service Commercial: \$0.50/sf, and Visitor Accommodations: \$2,000/room
- The property owned by Mono County at 71 Davison was sold with requirements to make four of the five units affordable to a range of incomes.

2020

- The Tioga Inn project that requested to add additional housing as part of the already approved specific plan was largely considered during this year over multiple meetings.
- 2018 HOME grant was amended

- The county discussed applying for the 2020 CDBG NOFA

2021

- REAP and LEAP grants were applied for in the amounts of \$121,517, and \$65,000, with the intention of utilizing them to set up and begin operating a new “housing structure” within the county. Applications were later focused on setting up the LHTF.
- The Board approved a letter of commitment to loan \$500,000 of No Place Like Home funds to the Parcel for their tax credit application, and a loan of \$1,800,000 from Mental Health Services Act allocations. This was ultimately allocated in 2022.
- The Board Approved behavioral health agreeing to an MOU to provide supportive services at the Parcel.
- Meghan Mahaffey provided an update on the Mono County Revolving Loan Fund, which has assisted in providing the rapid ability to purchase property, allowing MLH (now ESCH) to find long term funding after the purchase.
- The Board considered the Tioga Inn Specific Plan Amendment #3
 - This project never took another step forward after the meetings in 2021
- The Board approved lending money for predevelopment to Pacific West Communities (The Parcel) in the amount of \$306,021.
- The Housing Authority Discussed seven potential policies: (See attachment 2021 Housing Authority Policy Discussion)
 - Allowing one RV as an employee long-term unit for parcels designated as Commercial
 - Adding housing as a permitted use in the Specific Plan (SP) Land Use Designation
 - Adding duplexes as permitted use in the following Land Use Designations: Estate Residential (ER), Rural Residential (RR), and Single Family Residential (SFR)
 - Compliance with SB 35 State Affordable Housing Streamlining provisions.
 - Developing an acquisition loan program for nonprofit developers to help them acquire and deed restrict existing multifamily properties.
 - Consider adoption of a density bonus policy that goes above and beyond the state’s mandated policy.
 - Consider the ability for multi-family developments to add more ADUs than currently allowed by the state and reflected by proposed revisions to Chapter 16 of the Land Use Element.
- The Mono County Grand Jury submitted their 2020-2021 Workforce Housing Crisis Final Report (See attachment 2021 Grand Jury Workforce Housing Crisis Report)
 - The County Responded to this final report (See attachment 2021 Responses to Grand Jury Report)
- The Board heard a presentation on the potential uses of their landholdings. The primary take-away is that most of the land isn’t useful for direct housing development but may be able to be used for land trades to get land closer to communities. See attachment 2020 Mono County Land Holdings
- ESCH Presented on Access Apartments
- The County owned home in Benton was sold to the Utu Utu Gwaitu Tribe

2022

- The Board supported Innsbruck Lodge by matching State Project Homekey grant with \$550,000 of local dollars.
- The Board supported IMACA with a \$100,000 grant of local dollars in exchange for taking, “certain actions to preserve the long-term use of real property located at Willow Avenue in June Lake.”
- The Board approved the hiring of the County’s first Housing Opportunities Manager
- CAO Sandra Moberly presented to the Board in her former position as Director of Community & Economic Development of the Town.
- Former CAO Bob Lawton shared a list of housing related goals at a County-Town Joint meeting, including: Analyzing vehicle miles traveled (VMT) and Green House Gas emission inventory, infrastructure needs assessment and capacity improvements study, prescriptive designs for ADUs, inventory of county parcels (completed), future analysis of parcels for developable sites or land swaps, SRO use within all land uses, reducing or waiving process fees for projects that propose a low income unit, and discussing policy items.
- The Board allocated \$1.8 million as a loan for permanent supportive housing, and agreed to dedicate \$500,000 in California No Place Like Home funds for permanent supportive housing in the Parcel Phase 1 project in Mammoth Lakes.
- The Board approved a contract with MLH for the provision of Housing Navigator Services that was not to exceed \$325,000, and not to exceed \$100,000 in any 12-month period.
- Enacted a temporary moratorium on approval of new short-term and transient rentals of single-family residential units in all land use designations.
- Michael Jones provided the Housing authority an update on building permits applied for and issued from 2011 through 2022.
- The Board adopted a Vehicle Miles Traveled (VMT) threshold and screening criteria.
- The Board sold a home owned by the County in Benton to the Utu Utu Gwaitu Tribe for \$137,000, and lending \$132,000 to the Tribe to be paid back in semi-annual payments of \$13,200.
- Community Development Department began responding to public discussions of using RVs as housing
- The Board revised the regulatory agreement for 71 Davison Street in Mammoth Lakes

March 14th, 2023

Consultant Stanley Keasling presented over 40 housing related recommendations for Mono County, which were categorized as:

- Staffing and Partnerships
- County-owned and Surplus Land
- Projects
- Financing
- Zoning
- Exactions, and
- Other County Work

A list of the recommendations is included in Housing Workshop Tracking Appendix. Several of the recommendations will be part of the overall policy analysis.

April 4th, 2023

The Mono County Board of Supervisors created an “Ad Hoc Committee to evaluate potential housing sites,” this has since been referred to as the housing Ad Hoc. The committee assisted in pushing forward the 5-unit purchase in Bridgeport, which will transition short term rental units into long term rental units. This project is in escrow presently. The committee continues to meet intermittently to assess potential housing sites.

April 18th, 2023

The Mono County Board of Supervisors approved \$826,000 to assist with the development of Innsbruck Lodge which will utilize a “housing first” management model for 15 residential units and includes one management unit. The project has now begun housing residents as of June 2024, which some units still being completed.

June 20th, 2023

The Board extended a HOME subrecipient agreement with MLH, now ESCH. This grant was extended and also ultimately returned due to HUD pausing California based downpayment assistance programs due to issues HUD had with the templates used by California. No funds were ultimately utilized, and they were returned to HCD prior to the May 2nd, 2024 deadline.

The Board also provided gap funding of \$200,000 to MLH (now ESCH). ESCH had access to a State of California mortgage assistance grant that required ESCH to expend the assistance first and then request reimbursement. The County funds were used and then paid back after reimbursement.

July 18th, 2023

County Counsel, Christopher Beck, provided a presentation on the roles and responsibilities of Housing Authorities to the Mono County Housing Authority. The board of the Mono County Housing Authority is the Board of Supervisors of Mono County.

October 10th, 2023

The Board discussed but did not adopt a moratorium on overnight rentals in multi-family residential units.

October 30th, 2023

The Housing Opportunities Manager position was filled. As of June 4th, 2024, the HOM, CAO, County Counsel, Community Development Department, Health and Human Services, and others have been able to complete significant housing related work including:

- Completing the purchase of a 5-unit property in Bridgeport that will be transitioned from short term rental to long term rental
- Received a land donation of 10 acres in Walker

- Nearly completed the development of a workforce housing downpayment assistance program that was funded in 2023/24 budget
- Met with RPACs and other community groups to get feedback and share updates
- Are developing the final contract to utilize the Whole Person Care Pilot grant
- Board creation of a LHTF to utilize and match the PLHA dollars previously awarded, in total making \$655,652 available for projects that assist households earning 60% to 120% of area median income (AMI)
- Have preserved \$186,617 in LEAP and REAP funding which was planned to be utilized developing the LHTF
- Applied for the 2023 PLHA grant
- Continued to administer existing HOME Investment Partnership (HOME) and Community Development Block Grant (CDBG) programs previously funded, including clearing up reporting requirements and making plans to re-apply for program income (PI) to continue to revolve the use of previously awarded funds as they are paid back
- Developed this Policy Analysis, and done significant research to find financial sources for housing development projects throughout the county, including USDA programs, programs within the federal Bipartisan Infrastructure Investment and Jobs Act, programs within the federal Inflation Reduction Act, and California funded and/or administered programs.

November 7th, 2023

The Board provided \$600,000 towards the development of Access Apartments, a project by ESCH. ESCH plans to create 13 units of affordable housing ranging in incomes up to 120% AMI.

January 16th, 2024

The Board heard a presentation by Christopher Beck, County Counsel on “Optional Funding Opportunities for Affordable Housing and Other Projects”, this included information about three incremental funding opportunities: Enhanced Infrastructure Financing Districts (EIFD), transient occupancy taxes (TOT), and Affordable Housing Agency (AHA).

Of the three, only one, TOT would create new tax revenue. The other two would designate an increment of existing taxes that would be set aside for affordable housing, or in the case of EIFD, potentially “other projects”.

February 6th, 2024

The Board approved the matching of PLHA funding and the creation of a LHTF. As a result, the LHTF was funded with \$655,652 which is able to be used on a broad range of projects that would support households in the 60% to 120% AMI range

The board also approved transferring \$2.5 million of federal emergency funding into the affordable housing fund.

May 14th, 2024

The Board moved forward with the purchase of a 5-unit property and to transition that property use as long-term rental units, from its previous use as short term rentals.

May 21st, 2024

The Board in a joint meeting with the Town of Mammoth Lakes, agreed to a Mono County Staff request for the Town and the county to cooperate in developing a regional housing needs assessment.

Mono County Housing Work Plan	Strategies			Updates & Modifications
Brief description of program or project	Implementation method, generally	Status	Quarter	Note: Quarterly updates and milestones will be tracked here
2025 Work Plan: Mono County Housing				
Housing Policy Analysis (HPA)	Strategies & Implementation Method	Status	Quarter	Updates & Modifications
1. Develop Policy Analysis Sections: Background, Problem, Objectives, Criteria, Policy Options, and Analysis of Trade-offs	Regular check-ins with Housing Ad Hoc Committee and Present each section to BOS	Completed	Q4 2024	
2. Adopt Housing Workplan based on recommendations developed in analysis	After taking feedback, complete analysis, then develop and adopt workplan.	In progress	Q1 2025	
Implement Policy Recommendations	Strategies & Implementation Method	Status	Quarter	Updates & Modifications
1. Publicly Led Development with a Flexible Model	Look for opportunities to develop units utilizing cross subsidy between units.	Ongoing	Ongoing	Plan to utilize net revenue to subsidize other strategies that are less financially sustainable.
2. Modified Bridge Program	Utilize the strategies within the HPA to implement the most effective version of this program.	Ongoing	Ongoing	
3. Vail InDeed	Utilize a Vail InDeed style restriction where a Bridge style restriction wouldn't work as well.	Ongoing	Ongoing	"Vail InDeed" style restriction puts restrictions on new owners or tenants related to working within Mono County, but no restrictions on income or resale price.
4. Incentives 3-plex developments with ADU(s) and 4-plex developments with or without ADU(s)	Leverage cross subsidy opportunities and soft debt to create Vail InDeed style restrictions in new developments or rehabs.	Ongoing	Ongoing	
Acquire/Facilitate Rental Housing	Strategies & Implementation Method	Status	Quarter	Updates & Modifications
1. Bridgeport Apartments	Develop management plan, contract with outside firm or develop internal property management capacity, find, qualify, and select tenants, develop leases, provide or ensure ongoing management and upkeep.	Partially Completed/Ongoing	Q3 2024 - Ongoing	
2. Look for additional opportunities, particularly as part of HPA recommended options related to rental housing.	Keep an eye out for potential opportunities that either present themselves or create opportunities to develop more rental housing for permanent residents	Ongoing	Ongoing	
Property Management Program	Strategies & Implementation Method	Status	Quarter	Updates & Modifications
1. Select property management software	Research options for software and make a selection	Nearly complete	Q1 2025	Software has been identified for minimal cost (\$100/month)
2. Develop a list of responsibilities and share among appropriate staff	Work with staff to develop SOPs, and make improvements over time	Ongoing	Q1 2025 and ongoing	See #8 under Bridgeport Apartments
3. Develop succession planning and coverage plans	Think through challenges of limited staff to ensure property is maintained and tenant issues are resolved quickly	In progress	Q1 2025 and ongoing	
Regional Housing Study	Strategies & Implementation Method	Status	Quarter	Updates & Modifications
1. Contract with consultant to complete study	Work with regional partners to agree on needs and preferred consultant	Completed	Q1 2025	
2. Sign MOU/Contract	Get approval to sign MOU	Nearly complete	Q1 2025	
3. Manage contract and ensure work is completed as reequired	Work with regional partners and SMR consulting to manage contract with BAE	Ongoing through June 2026	Q2-Q3 2026	
Secure Grant Funding for Housing Opportunities	Strategies & Implementation Method	Status	Quarter	Updates & Modifications
1. Keep up with Notices of availability of funding from State, Federal, and other sources, including but not limited to: CDBG, HOME, PLHA, LIHTC, FHLB-AHP, CMF, 45L, ITC, NMTCS	Focus on finding funding sources that will align with our projects and programs by getting on NOFO/NOFA email lists, regularly checking source webpages, keep up with legislative changes, and keep current with industry news sources.	Ongoing	Ongoing	
2. Develop a consistent process for grant applications and management	Adapt from lessons learned through the work of catching funding applied for by previous staff and administrations. Ensure clear communication is transmitted between staff and through transitions	Ongoing	Ongoing	
Partner with others on housing opportunities	Strategies & Implementation Method	Status	Quarter	Updates & Modifications
1. Meet regularly with potential partners on housing opportunities: TOML, Interested RPACs, Nonprofits, Inyo/Bishop, and any employer or other entity interested in providing housing.	Connect with entities focused on housing regularly, attend community meetings, and generally get the message out that we are interested in assisting anyone interested in developing housing, if not financially, then with technical assistance.	Ongoing	Ongoing	Look for opportunities for partnership, and also pitch other organizations to partner on our goals and areas of focus.
2. Safe Parking site development with TOML and Mountain	Attend regular meetings, assist in organizing the effort, help produce workproducts where needed	Ongoing	Ongoing	
3. Complete Johnston Property Donation	Communicate with family about ideal timing related to tax and other planning	Ongoing	Ongoing	



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL - EXISTING LITIGATION. Subdivision (a) of Government Code section 54956.9.
Name of case: Workers' Compensation claim of Donald Starks.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
1/27/2025 4:57 PM	County Counsel	Yes
1/13/2025 12:38 PM	Finance	Yes
1/29/2025 11:43 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

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: M.L. v. County of Mono. Mono County Superior Court Case Number: 25UCM9

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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History

Time	Who	Approval
1/27/2025 4:58 PM	County Counsel	Yes
2/3/2025 10:21 AM	Finance	Yes
2/3/2025 1:32 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
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REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

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: Southern California Edison Company v. California State Board of Equalization, et al. Orange County Superior Court Case Number 30-2023-01328239-CU-MC-CXC

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
2/5/2025 12:35 PM	County Counsel	Yes
2/5/2025 12:31 PM	Finance	Yes
2/5/2025 3:41 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
1/27/2025 4:58 PM	County Counsel	Yes
2/3/2025 10:22 AM	Finance	Yes
2/3/2025 1:33 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

TIME REQUIRED

SUBJECT

Closed Session - Public Employee
Performance Evaluation

PERSONS

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

PUBLIC EMPLOYEE PERFORMANCE EVALUATION. Government Code section 54957. Title: County Counsel - Six Month Evaluation.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

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History

Time	Who	Approval
2/5/2025 12:36 PM	County Counsel	Yes
2/5/2025 12:31 PM	Finance	Yes
2/5/2025 3:41 PM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

 Print

MEETING DATE February 11, 2025

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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No Attachments Available

History

Time	Who	Approval
1/27/2025 4:57 PM	County Counsel	Yes
3/27/2024 9:48 AM	Finance	Yes
1/29/2025 11:43 AM	County Administrative Office	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: County Administrative Office

TIME REQUIRED 45 minutes

SUBJECT 2024-25 Mid-Year Budget Review
and Requested Adjustments

**PERSONS
APPEARING
BEFORE THE
BOARD**

Megan Chapman, Budget Officer

AGENDA DESCRIPTION:

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

Mid-year review of all department budget units revealed several Board level adjustments, of which three requesting use of contingency. The majority of the requested adjustments for your consideration are for newly awarded revenues and corresponding requested appropriations.

RECOMMENDED ACTION:

Approve recommended mid-year budget adjustments, as presented or as revised by the Board at the meeting (4/5th vote required).

FISCAL IMPACT:

Increase FY 2024-25 Budget appropriations by \$2.6M for Insufficient VLF revenues received in October 2025 that did not have corresponding expenditures and use of contingency in the amount of \$372,505 for three requested adjustments, leaving the FY 2024-25 contingency of \$242,782.

CONTACT NAME: Megan Chapman

PHONE/EMAIL: 760-924-1836 / mchapman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Attachment A – Mid-year technical detail of department requested budget adjustment by Budget unit
<input type="checkbox"/> Attachment B – Mid-year narrative detail of department requested budget adjustment by Budget unit
<input type="checkbox"/> Attachment C - Power point presentation

History**Time**

2/3/2025 12:38 PM

2/5/2025 12:30 PM

2/5/2025 3:41 PM

Who

County Counsel

Finance

County Administrative Office

Approval

Yes

Yes

Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Date: February 11, 2025

To: Mono County Board of Supervisors

From: Sandra Moberly, County Administrative Officer
Christine Bouchard, Assistant County Administrative Officer
Megan Chapman, Budget Officer

RE: FY 2024-25 Mid-year Budget Review and Adjustments

Strategic Plan Focus Area(s) Met

☒ A Thriving Economy ☒ Safe and Healthy Communities ☒ Mandated Function

☒ Sustainable Public Lands ☒ Workforce & Operational Excellence

Background

In accordance with Government Code Section 29000 et seq., known as the County Budget Act, Mono County adopted the Recommended Budget on September 10, 2024, after a public hearing held on August 8, 2024. The 2024-25 Adopted budget was comprised of \$169.8M in expenditures offset by \$135.7M in revenues and \$34.1M in Fund Balance. Of the adopted budget, the General Fund portion includes \$55.8M in expenditures offset by \$55.8M in revenues and \$4.55M of carryover fund balance. Of the \$4.55M adopted use of fund balance \$2.66M was for one-time expenses and \$1.89M for ongoing expenditures.

Current Economic Climate

Inflation is still of concern as we have been on a consistent upward inflation trend since last September, but below the inflation high of 9% in June of 2022. There is a lot of uncertainty in all aspects of the economy due to the recent change at the Federal level. Although the state budget has faced a deficit at this time for the past two years, the Governor's budget released on January 10, 2025, is roughly balanced based on both the Legislative Analyst's Office and State Administration by making use of a planned withdrawal from rainy day funds and reserves.

Locally, the County FY 2024-25 budget is dependent on state and federal revenues for approximately \$54M or 40% of the total Mono County budget to finance critical public safety, health, and public assistance programs. Additionally, the County is dependent on the State for reimbursement of insufficient Vehicle License Fees (VLF) as well as excess Educational Revenue Augmentation Fund (ERAF), which is a constitutionally established state obligation. The General Fund is less impacted by state level deficits because of a stable local economy. Local taxes make

up the next largest portion of our revenues at \$36M or 27%. The County General Fund is composed of approximately \$30M in Property Taxes, \$3.7M in Transient Occupancy Tax and \$7.2M in charges for services. Property tax revenue has increased for 11 consecutive years, and we expect growth to continue, although it is likely to be at a lesser rate than previously experienced. The assessment roll in the FY2024-25 budget was nearly a 6% increase. The Assessor's office is not projecting the same growth in FY 2025-26 and the recent 5-year forecast used a 4% increase for modeling purposes. Information is not available at this time to know what growth in assessed value might be realized to support spending in the FY 2025-26 budget.

FY 2025-26 Budget update & requested budget adjustments

Mono County is within the normal range for this time of year for revenues and on track with expenditures, with year-to-date revenues received of nearly \$52M of the \$136.1M budget (62%) and year-to-date expenditures of \$57.8M of \$170.5M budgeted (6%).

The table below shows the Adopted FY 2024-25 Budget, the Amended FY 2024-25 Budget, the Year-to-Date Actuals as of the end of January as well as Remaining budget and % of Remaining Budget for use through June 30, 2025.

	2024-25 Adopted Budget	2024-25 Amended Budget	2024-25 YTD Actual	Remaining Budget	Remaining Budget %
Intergovernmental	\$ 54,888,693	\$ 54,922,296	16,296,031	38,626,265	70%
Taxes	\$ 36,487,530	\$ 36,487,530	22,556,470	13,931,060	38%
Transfers In	\$ 23,287,377	\$ 23,702,377	982,800	22,719,577	96%
Charges for Services	\$ 15,036,831	\$ 15,036,831	7,599,823	7,437,008	49%
Miscellaneous Revenues	\$ 3,068,096	\$ 3,068,096	1,863,078	1,205,018	39%
Interest & Rents	\$ 1,371,987	\$ 1,371,987	1,047,254	324,733	24%
Licenses, Permits & Franchises	\$ 879,156	\$ 879,156	590,190	288,966	33%
Fines, Forfeitures & Penalties	\$ 627,850	\$ 627,850	327,582	300,268	48%
Other Financing Sources	\$ 45,000	\$ 45,000	29,564	15,436	34%
Total Revenues	\$ 135,692,520	\$ 136,141,123	51,292,792	84,848,331	62%
Salaries & Benefits	\$ 56,596,799	\$ 56,250,454	31,979,537	24,270,917	43%
Services and Supplies	\$ 38,014,132	\$ 37,940,046	15,113,929	22,826,117	60%
Capital Outlay	\$ 39,189,775	\$ 39,789,058	7,337,468	32,451,590	82%
Transfers Out	\$ 23,320,377	\$ 23,735,377	\$ 982,800	22,752,577	96%
Other Expenses	\$ 7,300,000	\$ 7,300,000	\$ -	7,300,000	100%
Support of Other	\$ 2,667,727	\$ 2,759,478	1,239,127	1,520,351	55%
Debt Service	\$ 2,079,007	\$ 2,079,007	1,194,815	884,192	43%
Contingency	\$ 665,287	\$ 665,287	\$ -	665,287	100%
Total Expenses	\$ 169,833,104	\$ 170,518,707	\$ 57,847,676	112,671,031	66%

Revenues are on target and ahead of collected revenues at this time last year. Additionally, we have received the Insufficient VLF payment of \$2.6M that was not included in the FY 2024-25 budget. Included in the requested budget

adjustments today is the use of the \$2.1M to purchase deferred capital purchases to increase productivity and improve safety and operations in both Solid Waste and Roads.

FY 2024-25 Mid-year Budget process

The County CAO's office distributed Mid-year budget instructions to all departments on November 15, 2024, requesting review of all department budgets and requested adjustments be submitted by January 10, 2025, for review and approval before routing to the Board for consideration on February 11, 2025. This began both department and administrative review of all department budget units. All requested adjustments were reviewed by the County's central budget team. Those departments requesting board level adjustments met with members of the CAO's office to discuss the requested adjustments before including them as part of the Mid-year budget report for consideration today. Mid-year review of all department budget units revealed several Board level adjustments, but only three requesting the use of contingency. The majority of the requested adjustments for your consideration are for newly received or awarded revenues and corresponding requested appropriations. All requested adjustments are for appropriation increases that are offset by new revenues, adequate fund balance or use of contingency. All requested technical budget adjustment details are listed by Department and budget unit in Attachment A with corresponding narrative descriptions in Attachment B. All of the department budget adjustment requests are briefly summarized below to give a general sense of what is being requested by the department:

Behavioral Health

The Behavioral Health department is requesting four budget adjustments to cover the additional salary expenses from the department's recent allocation list changes approved by the board on January 7, 2025. Additionally, there are adjustments for standby pay and cash outs for recent employee turnover.

County Administration

The County Administration Department is requesting five adjustments for a variety of programs including: Housing utilities, Office of Emergency Management Grant, General Revenue increase for non-budgeted Insufficient VLF revenues received in October 2024, Operating Transfers to utilize received revenues for needed heavy equipment and use of Contingency for corresponding department requests.

Finance

The Finance Department has two requested budget adjustments for use of Contingency. One for audit work recently completed by the State Controller's Office for the County Court showing a need for \$260,000 from contingency for deficient payments and interest payable to the state. Additionally, a request for contingency to increase appropriations for the Government Finance Officers Association consulting contract for \$93,000.

Health & Human Services

The Health & Human Services Department is requesting six budget adjustments due to the MCPEA Salary Survey increase approved by the Board on January 7, 2025, as well as some small increases in funding for the Social Service General Relief program and Workforce Investment development program.

Probation

Probation is requesting four budget adjustments to allow for the purchase of safety equipment to provide essential services to the community in addition to increases in Salary and Benefits to create two new At-Will positions for Deputy Chief of Adult Probation and Deputy Chief of Juvenile Probation to replace the allow for department succession planning.

Public Works

Public Works is requesting two budget adjustments for purchasing heavy equipment for the operation of Solid Waste and Roads. These purchases will be funded with VLF received in October that has not yet been budgeted. The purchase of a Shredder and Compactor by Solid Waste will improve operations in the county landfill operations and support the Benton Crossing Landfill closure project. The purchase of Dump Trucks with upfit by Roads division will allow for improved maintenance operation of county roads in the summer as well as snow plowing operations in the winter. Additionally, our forklift has exceeded its life expectancy and should be replaced with a more modern forklift that is up to date with all safety standards. The new forklift will be purchased immediately and used for everyday operations of the Roads and Maintenance Department including for safely lifting equipment and parts over the safe handling limit.

Sheriff

The Sheriff has one adjustment for the inclusion of the Off Highway Motor Vehicle Grant that was awarded after budget adoption to include funding and expenditures for two new RZR trailers to assist in the transportation and storage of the Off Highway Vehicle program. The 25% grant match will use fund balance.

The table below depicts FY 2024-25 Budget contingency and uses:

Contingency	
FY 2024-25 Budget	\$ 615,287
<i>Contingency available at Mid-year</i>	<i>\$ 615,287</i>
Requested by Departments at Mid-year	
1. GFOA Contract	\$ 93,000
2. Court MOU	\$ 260,000
3. General Relief	\$ 19,505
Total Mid-year requests	<u>\$ 372,505</u>
<i>Contingency balance, after mid-year</i>	<i>\$ 242,782</i>

The three Mid-year requests for contingency listed above are summarized below:

1. GFOA Contract - This request is to increase appropriations for the current Enterprise Resource Planning (ERP) consulting contract with the Government Finance Officers Association (GFOA) by \$93,000 to complete Phase 1 and 2 of contract by June 30, 2025. We are currently in the middle of deliverable 3A Future State Process Documentation. At the end of June 2024, the Board approved a contract with GFOA for ERP consulting services. It was acknowledged during that time that the \$100,000 appropriated in Fund 194 for this project was insufficient for the scope of work planned for FY 2024-2025 and staff would return during the mid-year budget process to request additional funds.
2. Court MOU - Every five years the county is subject to a Court Revenue audit by the State Controller's Office to ensure the amount of fines and forfeitures collected by our Superior Court is assigned to the correct underlying code section, and that Mono County accurately calculates and remits to correct payment to the State. The audit work recently completed by the State Controller's Office indicates a deficiency of \$242,524 and likely \$17,476 in

interest. The Finance Department was not aware of the findings and need to make payment to the state until after budget adoption.

3. General Relief - The County General Relief program provides temporary assistance to indigent adults and is considered a repayable loan by the recipient. has seen an increase in applications and subsequent approvals, such that the adopted budget has been exceeded. This program is a General Fund obligation and is requesting \$19,505 from contingency.

Conclusion

The remaining known items that have not been adjusted as part of Mid-year review are the cost increases from the Mono County Deputy Sheriffs' Association or the Paramedics Memorandum of Understanding's (MOU). The Deputy Sheriff Association signed on December 3, 2024, and the Paramedics has not yet been signed. The Central Budget Team chose not to adjust any departments at Mid-year for the above because we believe corresponding cost increases will be absorbed due to vacancies.

Attachments

Attachment A – Mid-year technical detail of department requested budget adjustment by Budget unit

Attachment B – Mid-year narrative detail of department requested budget adjustment by Budget unit

Attachment C – Power point presentation

Attachment A - Deptment requested budget adjustments by budget unit**Behavioral Health**

<i>Proposal</i>	<i>Type</i>	<i>Account Name</i>	<i>Account String</i>	<i>Requested Adjustment</i>
1. BH 120-41-840 (Behavioral Health)	Revenues	Operating Transfers In	120-41-840-18100	\$65,940
BH 120-41-840 (Behavioral Health)	Expenses	Permanent	120-41-840-21100	\$21,000
BH 120-41-840 (Behavioral Health)	Expenses	Out of Class Pay	120-41-840-21105	\$2,000
BH 120-41-840 (Behavioral Health)	Expenses	Standby / On-call	120-41-840-21102	\$23,000
BH 120-41-840 (Behavioral Health)	Expenses	Cash-outs (Vac, SL, Comp)	120-41-840-32450	\$3,000
2. BH 120-41-845 (Drug & Alcohol)	Revenues	Operating Transfers In	120-41-845-18100	\$93,282
BH 120-41-845 (Drug & Alcohol)	Expenses	Permanent	120-41-845-21100	\$13,000
BH 120-41-845 (Drug & Alcohol)	Expenses	Standby / On-call	120-41-845-21105	\$23,000
BH 120-41-845 (Drug & Alcohol)	Expenses	Out of Class Pay	120-41-845-21102	\$2,000
BH 120-41-845 (Drug & Alcohol)	Expenses	Cash-outs (Vac, SL, Comp)	120-41-845-32450	\$5,000
3. BH 121-41-841 (Mental Health Service Act)	Expenses	Permanent	121-41-841-21100	\$96,000
BH 121-41-841 (Mental Health Service Act)	Expenses	Standby / On-call	121-41-841-21102	\$43,000
BH 121-41-841 (Mental Health Service Act)	Expenses	Out of Class Pay	121-41-841-21105	\$4,000
BH 121-41-841 (Mental Health Service Act)	Expenses	Cash-outs (Vac, SL, Comp)	121-41-841-21106	\$6,000
4. BH 122-41-840 (Behavioral Health Realignment)	Expenses	Operating Transfers Out	122-41-840-60100	\$159,222

County Administration

<i>Proposal</i>	<i>Type</i>	<i>Account Name</i>	<i>Account String</i>	<i>Requested Adjustment</i>
1. CA 188-27-251 (Housing)	Expenses	Utilities	188-27-251-33600	\$40,000
2. CA 194-10-001 (ARPA & LATCF)	Revenues	Fed: Misc Fed Grants	194-10-001-15819	\$299,889
	Expenses	Capital Equipment, \$5,000+	194-10-001-53030	\$299,889
3. CA 100-10-001 (General Revenues)	Revenues	Insufficient VLF Backfill	100-10-001-10064	\$2,656,906
4. CA 100-10-071 (Operating Transfers Out)	Expenses	Operating Transfers Out	100-10-071-60100	\$2,228,000
5. CA 100-10-330 (Contingency)	Expenses	Contingency	100-10-330-91010	-\$372,505

Finance

<i>Proposal</i>	<i>Type</i>	<i>Account Name</i>	<i>Account String</i>	<i>Requested Adjustment</i>
1. FN 100-21-075 (Court MOE)	Expenses	Special Department Expense	100-21-075-33120	\$260,000
2. CA 194-10-001 (ARPA & LATCF)	Revenues	Operating Transfers In	194-10-001-18100	\$93,000
	Expenses	Special Department Expense	194-10-001-33120	\$93,000

Health and Human Services

<i>Proposal</i>	<i>Type</i>	<i>Account Name</i>	<i>Account String</i>	<i>Requested Adjustment</i>
1. HHS 131-41-847 Public Health Education	Expenses	Permanent	131-41-847-21100	\$6,500
2. HHS 133-41-860 Emergency Preparedness	Revenues	Operating Transfers In	133-41-860-18100	\$7,243
HHS 133-41-860 Emergency Preparedness	Expenses	Permanent	133-41-860-21100	\$6,500
HHS 133-41-860 Emergency Preparedness	Expenses	Rents & Leases - Real Property	133-41-860-32950	\$681
3. HHS 130-41-860 Public Health	Expenses	Permanent	130-41-860-21100	-\$7,243
HHS 130-41-860 Public Health	Expenses	Operating Transfers Out	130-41-860-60100	\$7,243
4. HHS 110-53-874 General Relief	Revenues	General Assistance Repayments	110-53-874-16015	\$1,495

	HHS 110-53-874 General Relief	Revenues	Operating Transfers In	110-53-874-18100	\$19,505
	HHS 110-53-874 General Relief	Expenses	Support & Care Of Persons	110-53-874-41100	\$21,000
5.	HHS 111-56-869 Workforce Investment Act	Expenses	Permanent	111-56-869-21100	\$6,605
	HHS 111-56-869 Workforce Investment Act	Expenses	Rents & Leases - Real Property	111-56-869-32950	\$755
	HHS 111-56-869 Workforce Investment Act	Expenses	A-87 Indirect Costs	111-56-869-72960	\$1,640
6.	HHS 114-56-868 County Children's Trust Fund	Revenues	St: Cbcap Comm Based Child Abu	114-56-868-15462	\$15,142
	HHS 114-56-868 County Children's Trust Fund	Expenses	Contract Services	114-56-868-32450	\$12,142

Probation

	<i>Proposal</i>	<i>Type</i>	<i>Account Name</i>	<i>Account String</i>	<i>Requested Adjustment</i>
1.	PR 681-23-500 Probation YOBG 2011	Expenses	TECHNOLOGY EXPENSES	681-23-500-32010	\$4,628
	PR 681-23-500 Probation YOBG 2012	Expenses	Special Department Expense	681-23-500-33120	\$3,467
	PR 681-23-500 Probation YOBG 2013	Expenses	Operating Transfers Out	681-23-500-60100	\$53,500
2.	PR 682-23-520 Probation SB 678 2011	Revenues	St: SB678 Performance Incentive	682-23-520-15454	\$43,305
	PR 682-23-520 Probation SB 678 2011	Expenses	Permanent	682-23-520-21100	\$14,020
	PR 682-23-520 Probation SB 678 2011	Expenses	Education Add-on Pay	682-23-520-21103	\$6,272
	PR 682-23-520 Probation SB 678 2011	Expenses	Other Employee Benefits	682-23-520-22100	\$2,936
	PR 682-23-520 Probation SB 678 2011	Expenses	Pension	682-23-520-22120	\$3,410
	PR 682-23-520 Probation SB 678 2011	Expenses	TECHNOLOGY EXPENSES	682-23-520-32010	\$13,883
	PR 682-23-520 Probation SB 678 2011	Expenses	Special Department Expense	682-23-520-33120	\$3,385
	PR 682-23-520 Probation SB 678 2011	Expenses	Operating Transfers Out	682-23-520-60100	\$53,500
3.	PR 695-23-500 SB 823	Expenses	Permanent	695-23-500-21100	\$13,165
	PR 695-23-500 SB 823	Expenses	Other Employee Benefits	695-23-500-22100	\$1,026
	PR 695-23-500 SB 823	Expenses	Office Expense	695-23-500-22120	\$3,202

Public Works

	<i>Proposal</i>	<i>Type</i>	<i>Account Name</i>	<i>Account String</i>	<i>Requested Adjustment</i>
1.	PW 615-44-755 Solid Waste Enterprise	Revenues	Operating Transfers In	615-44-755-18100	\$1,250,000
	PW 615-44-755 Solid Waste Enterprise	Expenses	Capital Equipment, Constructio	615-44-755-53020	\$1,250,000
2.	PW 650-10-723 Fleet	Revenues	Operating Transfers In	650-10-723-18100	\$992,000
	PW 650-10-723 Fleet	Expenses	Capital Equipment, Vehicles	650-10-723-53010	\$107,000
	PW 650-10-723 Fleet	Expenses	Capital Equipment, Constructio	650-10-723-53020	\$885,000

Sheriff

	<i>Proposal</i>	<i>Type</i>	<i>Account Name</i>	<i>Account String</i>	<i>Requested Adjustment</i>
1.	SH 145-22-440 Off Highway Vehicle Fund	Revenues	St: Off-Hwy Vehicle Grant	145-22-440-15410	\$25,962
	SH 145-22-440 Off Highway Vehicle Fund	Expenses	Overtime	100-23-520-21103	\$1,756
	SH 145-22-440 Off Highway Vehicle Fund	Expenses	Equip Maintenance & Repair	100-23-520-22101	\$2,376
	SH 145-22-440 Off Highway Vehicle Fund	Expenses	Rents & Leases - Real Property	100-23-520-22103	\$450
	SH 145-22-440 Off Highway Vehicle Fund	Expenses	Vehicle Fuel Costs	100-23-520-22105	\$1,500
	SH 145-22-440 Off Highway Vehicle Fund	Expenses	Motor Pool Expense	100-23-520-22120	-\$700
	SH 145-22-440 Off Highway Vehicle Fund	Expenses	Capital Equipment, \$5,000+	100-23-520-30120	\$30,517

Attachment B – Narrative detail of Department requested budget adjustment by Budget unit

Behavioral Health

Behavioral Health has four requested budget adjustments to cover the additional salary expenses from the department's recent position allocation list changes approved by the board on January 7th. Additionally, there are adjustments for standby pay and cash outs for recent employee turnover.

1. 120- 41-840 Behavioral Health - This adjustment is to cover the additional salary expenses from the department's recent allocation list changes approved by the board on January 7, 2025. Additionally, there are adjustments for standby pay and cash outs for recent employee turnover.
2. 120-41-845 Alcohol and Drug Program - to cover the additional salary expenses from the department's recent allocation list changes approved by the board on January 7, 2025. Additionally, there are adjustments for standby pay and cash outs for recent employee turnover.
3. 121-41-841 Mental Health Service Act - This adjustment is to cover the additional salary expenses from the department's recent allocation list changes approved by the board on January 7, 2025. Additionally, there are adjustments for standby pay and cash outs for recent employee turnover.
4. using Fund balance leaving approximately \$4.7M after the adjustment.
5. 122-41-840 Realignment - This adjustment is to transfer Fund balance to adjustments in Fund 120 leaving approximately \$3.2M after the adjustment.

County Administration

The County Administration Department is requesting 5 adjustments for a variety of programs including: Housing, Office of Emergency Management, General Revenues, Operating Transfers and use of Contingency.

1. 188-27-251 Housing – The Housing program needs to budget utilities for the recent purchase of Bridgeport Apartments located on 264 CA-182, Bridgeport Ca 93517. The utilities request is for \$40,000 and will be included in next year's budget, as it is uncertain whether the apartments will consistently be occupied. This will come from Fund balance leaving approximately \$2.2M if all FY 2024-25 budgeted appropriations are spent by June 30th 2025.
2. 194-10-001 ARPA & LATCF - The Office of Emergency Management for inclusion of the USDA Forest Service Region 5 on September 12, 2023. The Biomass project was budgeted for last fiscal year but not requested in the FY 2024-25 Budget. Mono County

has been awarded \$299,889 in funding from the USDA Forest Service over a 21-month performance period for pre-development work to take place on a biomass Facility in Mono County. In addition, the Eastern Sierra Council of Governments (ESCOG) will contribute \$250,506. TSS Renewables. This is a multi-year project with the USDA Forest Service and the Department of Energy and will be rolled into FY2026.

3. 100-10-001 General Revenues – This adjustment is to increase General Budgeted revenues for Insufficient Vlf by \$2,656,906 for revenues that Mono County received in October but did not include in the FY 2024-25 Budget. We would like to budget this revenue at Mid-year for deferred Capital equipment needed in Public Works for Roads and Solid Waste leaving \$521,000 of the received revenue unallocated.
4. 100-10-071 Operating Transfers out – This adjustment is to make use of the above Insufficient VLF Backfill revenues by transferring into Solid Waste and Fleet for Heavy equipment purchases.
5. 100-10-330 Contingency – This adjustment is for unforeseen circumstances at budget development including the execution of the GFOA contract for a new ERP system, Court audit repayments to state and additional funds for General Relief for repayable loans to indigent people in need.

Finance

The Finance Department has two requested budget adjustment for use of Contingency.

1. 100-21-075 Court MOE - Every five years the county is subject to a Court Revenue audit by the State Controller's Office to ensure the amount of fines and forfeitures collected by our Superior Court is assigned to the correct underlying code section, and that Mono County accurately calculates and remits to correct payment to the State. The audit work recently completed by the State Controller's Office indicates a deficiency of \$242,524 and likely \$17,476 in interest. The Finance Department was not aware of the findings and need to make payment to the state until after budget adoption. A request is being made for contingency. This is not recurring.
2. 194-10-001 ARPA & LATCF - Finance has an increase to the current contract with Government Finance Officers Association for \$93,000. At the end of June 2024, the Board approved a contract with GFOA for ERP consulting services. It was acknowledged in that agenda item that the \$100,000 appropriated in fund 194 for this project was insufficient for the scope of work planned for FY 2024-2025. This request to increase appropriations for the GFOA contract by \$93,000 to complete Phase 1 & 2 of the contract by June 30, 2024. We are currently in the middle of phase 3A Future State Process Documentation.

Task/Deliverable	Milestone	Price
1	Project Planning	
1-A	Project Management Documents	\$8,000
2	System Analysis / Needs Assessment	
2-A	Initial Needs Assessment	\$25,000
2-B	Detailed Process and System Analysis	\$25,000
3	Readiness Plan and Process Improvements	
3-A	Future State Process Documentation	\$20,000
3-B	Readiness Plan	\$5,000
3-C	Revised Chart of Accounts	\$20,000
4	Develop RFP	
4-A	RFP	\$10,000
4-B	Functional Requirements	\$10,000
5	Evaluation Strategy	
5	Evaluation Guidebook	\$7,500
6	Evaluation and Selection of Vendor	
6-A	Initial Assessment	\$10,000
6-B	Proposal Assessment	\$15,000
6-C	Demo Scripts and Facilitation	\$15,000
6-D	Request for Clarification / Discovery	\$10,000
7	Contract Negotiations	
7	Contract Negotiations	\$12,500
TOTAL NOT-TO-EXCEED PRICE for PHASE 1 and 2		\$193,000

Health & Human Services

Health & Human Services Department is requesting six budget adjustments due to the MCPEA Salary Survey increase approved by the Board on January 7, 2025 as well as some adjustments for Social Service program increases.

1. 131-41-847 Public Health Education - Request to increase budgeted appropriations for Salary for the Board approved MCPEA Salary Survey. The increase will lower the budgeted net surplus from \$6,836 to \$336.
2. 133-41-860 Emergency Preparedness - Request to increase budgeted appropriations for Salary and Benefits for the Board approved MCPEA Salary Survey. The increase will be covered by an additional transfer in amount from Fund 130.
3. 130 Public Health - Request to increase transfers out to cover the expenditure increase request in Fund 133. To cover this increase, a reduction to Salaries is requested due to anticipated salary savings from vacancies.
4. 110-53-874 General Relief - The cost of the General Relief/General Assistance program is a General Fund Obligation, and due to an increase in applications and subsequent approvals, the budget has been exceeded. This program is to provide temporary assistance to indigent adults and considered a repayable loan by the recipient. The budget is estimated on previous aid payment history; however, it is hard to predict how many people will apply for and receive aid each year. 21/22 – 10 cases 23/24 – 40 cases, 24/25 – 48 cases YTD. This budget unit is a General Fund obligation and a request from

contingency is requested in the amount of \$19,505. The FY 2025-26 budget will include an increase to support the upward trend in general relief applications.

5. 111-56-869 Workforce Investment Act provides funding for workforce development programs and employment services to help job seekers gain skills and find jobs. This is 100% reimbursable through Kern County, the lead agency for the Kern/Inyo/Mono Consortium. This adjustment is primarily for an increase in rent for the Walker Office and an increase of Salary and Wage expenditures due to time spent on programs.
6. 114-56-868 County Children's Trust Fund is funded through birth certificate fees and allocations are based on data from the Community-Based Child Abuse Prevention. This adjustment is to increase rent due to a calculation error, increase indirect costs due to a data entry error, and increase Salary to create a net zero budget.

Probation

Probation is requesting four budget adjustments to allow for the purchase of safety equipment to provide essential services to the community in addition to increases in Salary and Benefits to create two new At-Will positions for Assistant Chief of Adult Probation and Assistant Chief of Juvenile Probation to allow for department succession planning.

1. Probation YOBG 2011 681-23-500 - These budget adjustments are for 3 Bullet proof vest replacements that expired in December 2024 (\$3,467), Axon Body worn cameras (\$4028) as well as replacement of a vehicle with upgrade for officer safety (\$75,000). This vehicle replacement will be fully paid for by Probation state funding because the fleet has not been sufficiently tracking Fund balance for vehicle replacement and the vehicle is needed in Probation. Probation offered to pay for total cost with assurance that the Fleet rates and tracking of replacements will be fixed moving forward so that their quarterly payments ensure vehicle replacement in the future.
2. Probation SB 678 2011 682-23-520 – These budget adjustments are for 3 Bullet proof vest replacements that expired in December 2024 (\$3,385), Weaponless Defense Instructors as per the side letter MOU signed on December 10 2024 (\$8,116), Axon Body Worn Cameras (\$13,883) as replacement of a vehicle with upgrade for officer safety (\$64,500). This vehicle replacement will be fully paid for by Probation state funding because the fleet has not been sufficiently tracking Fund balance for vehicle replacement and the vehicle is needed in Probation. Probation offered to pay for total cost with assurance that the Fleet rates and tracking of replacements will be fixed moving forward so that their quarterly payments ensure vehicle replacement in the future.
3. Probation SB 823 695-23-500 – This adjustment is to offset costs of the creation of two Deputy Chiefs to replace two Deputy Probation Officer V positions to allow for succession planning.

Public Works

Public Works is requesting two budget adjustments for Heavy Equipment purchase. These purchases will be funded with 2025-26 unbudgeted VLF revenues.

1. Solid Waste 615-44-775 – Includes the purchase of a Shredder and a Compactor for improving essential Solid Waste service.
 - a. Shredder will be utilized at Pumice Landfill daily for shredding of Commercial Debris, providing intermediate cover to reduce need for barrow material and increased compaction of material buried at landfill for extended life. Also, will be used to shred Tires, for intermediate cover, and to eliminate need to pay for hauling of tires, To shred wood debris to eliminate the cost of contracting wood debris shredding, to crush concrete to be used for intermediate cover or to be used for road aggregate on or offsite, further extending landfill life. The shredder will also be transported to Walker Landfill intermittently to perform the same operations identified above. And further transported to Benton Crossing Landfill to support the closure cover project. The Shredder can be purchased for \$550,000 and received in 8 weeks.
 - b. Compactor will be transported to Walker Landfill intermittently to perform the same operations identified above. And further transported to Benton Crossing Landfill to support the closure cover project. The compactor can be purchased for \$700,000 and received in 10 months.
2. Fleet 650-10-72- Includes the purchase of Heavy Equipment and replacement vehicles for the Probation department.
 - a. Dump Trucks are needed for the Road division to provide summer road maintenance, and in the winter for plowing and application of cinders. This request is to purchase two dump trucks with upfitting for a total of \$850,000. This is a capital investment to allow for improved service to County roads and safe access to county residents.
 - b. Forklift has exceeded its life expectancy and should be replaced with a more modern forklift that is up to date with all safety standards. The new forklift will be purchased immediately and used for everyday operations of the Roads and Maintenance Department including for safely lifting equipment and parts over the safe handling limit.
 - c. Probation Fleet Vehicles this reflects the requested adjustment from Probation for purchase of fleet vehicles paid for by State probation funds.

Sheriff

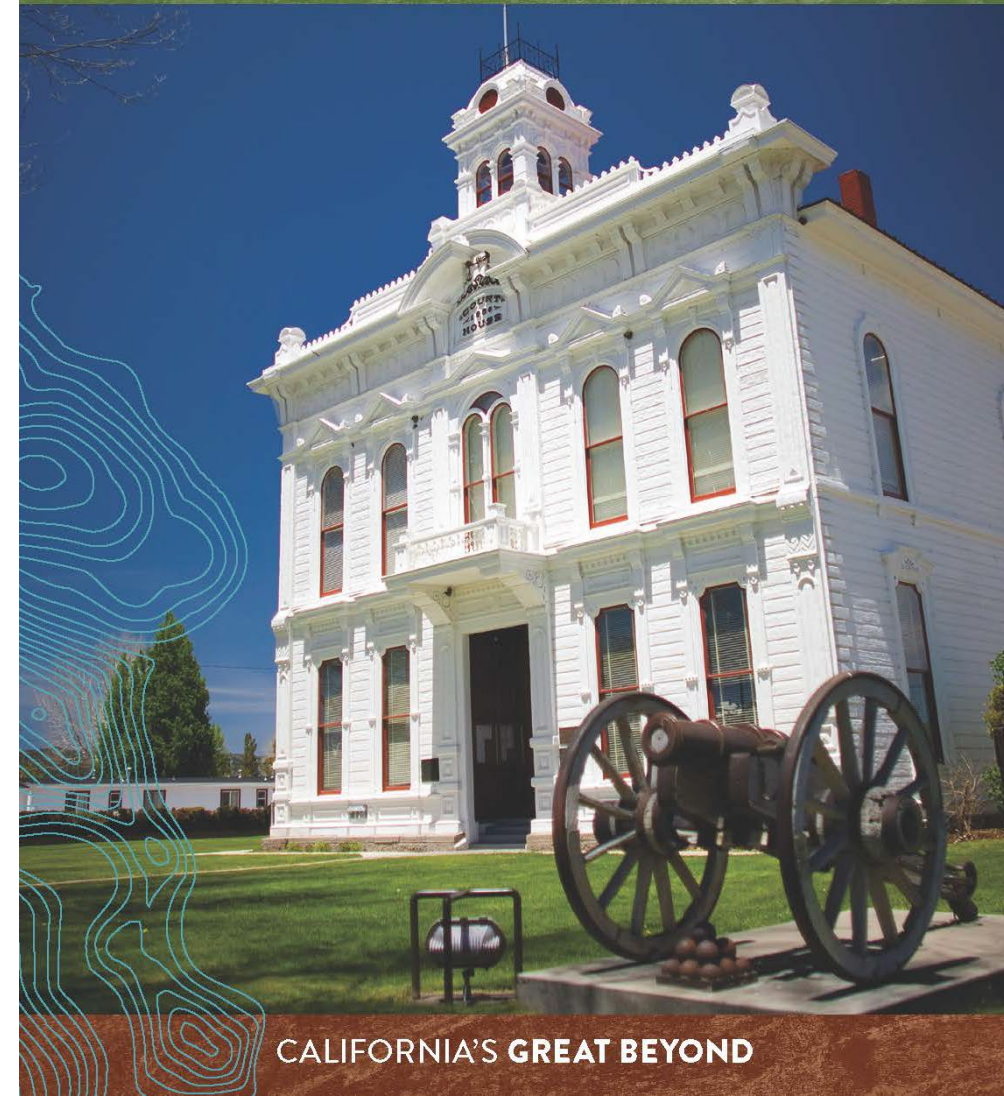
1. The Sheriff has one Mid-year adjustment for the Off Highway Motor Vehicle Grant award for FY 2024-25 (G24) which includes funding for two new RZR trailers to assist in the transportation and storage of the OHV program's RZR's. Historically we have used the off-highway license fee revenue to meet the grant match requirement of 25%. Due to the increased award amount this year it has increased our match requirement, and the license fee revenue is not adequate. We are requesting to use \$9,937 of our \$32,227.96 fund balance to meet that requirement. The remaining Fund balance after the adjustment is approximately \$22,500.

Mid-year Budget Review and Requested Adjustments

- Overview of Budget to actuals to date
- Overview of requested adjustments
- Departmental specific requests



MONO COUNTY
BUDGET
FY 2024-2025



CALIFORNIA'S **GREAT BEYOND**

Overview

- County wide revenues received 38% of budget
- County wide expenditures executed of 35% of budget
- General Fund revenues received 57% of budget
- General Fund expenditures executed of 46% of budget

REVIEW OF REQUESTED ADJUSTMENTS

Departments requesting Board level adjustments:

- Behavioral Health
- County Administration
- Finance
- Health & Human Services
- Probation
- Public Works
- Sheriff

Contingency	
FY 2024-25 Budget	\$ 615,287
<i>Contingency available at Mid-year</i>	<i>\$ 615,287</i>
Requested by Departments at Mid-year	
1. GFOA Contract	\$ 93,000
2. Court MOU	\$ 260,000
3. General Relief	\$ 19,505
Total Mid-year requests	\$ 372,505
<i>Contingency balance, after mid-year</i>	<i>\$ 242,782</i>

Behavioral Health Department

The Behavioral Health department is requesting four budget adjustments

- Additional salary and benefit expenses needed from the department's recent allocation list changes approved by the board on January 7, 2025.
- Standby pay left off during budget development
- Cash outs for recent employee turnover.

County Administration

The County Administration Department is requesting five adjustments for a variety of programs including:

- Housing utilities recent purchase of Bridgeport Apartments
- Office of Emergency Management Grant for Biomass project
- General Revenue increase for non-budgeted insufficient VLF revenues received
- Operating Transfers to utilize received VLF revenues for needed heavy equipment in Public works
- Use of Contingency for corresponding department requests.

Finance

The Finance Department has two requested budget adjustments for use of Contingency.

- Audit work recently completed by the State Controller's Office for the County Court showing a need for deficient payments and interest payable to the state
- Increase appropriations for the Government Finance Officers Association consulting contract

Health & Human Services

Health & Human Services Department is requesting six budget adjustments

- Additional salary appropriations needed due to the MCPEA Salary Survey increase approved by the Board on January 7, 2025
- General Relief appropriation increase due to increase in applications
- Workforce investment Act request for calculation corrections
- County Children's Trust Fund adjustment to reflect historical state allocation

Probation

Probation is requesting four budget adjustments

- Adjustments to allow for the purchase of bullet proof vests and body worn cameras to provide essential services
- Increases in Salary and Benefits to create two new At-Will positions for Deputy Chief of Adult Probation and Deputy Chief of Juvenile Probation and eliminate two Deputy Probation Officer V positions to allow for department succession planning.

Public Works

Public Works is requesting budget adjustments in Solid Waste and Fleet for the purchase of Heavy Equipment. These purchases will be funded with 2025-26 unbudgeted VLF revenues.

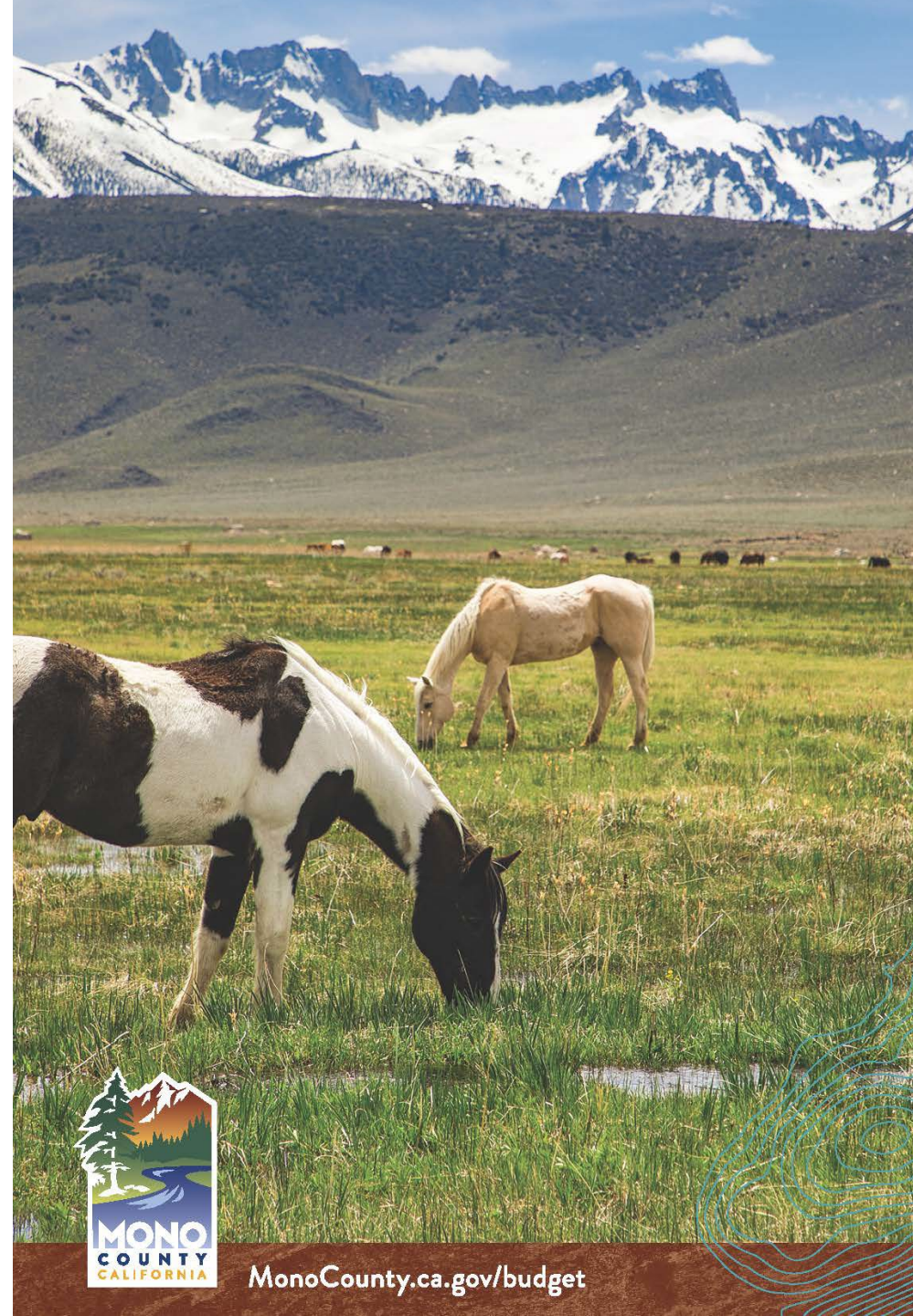
- Shredder
- Compactor
- 2 Dump Trucks
- Forklift
- Included adjustment for Probation vehicles purchased with state funds

Sheriff

The Sheriff has one adjustment

- for inclusion of the Off Highway Motor Vehicle Grant that was awarded after budget adoption
- The grant will be used to purchase trailers to assist with transportation and storage of Off Highway Vehicle program

Questions or comments?



[MonoCounty.ca.gov/budget](https://monocounty.ca.gov/budget)



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Human Resources

TIME REQUIRED 10 minutes

SUBJECT Amendments to the Allocation List,
Reclassify Existing Staff, New Job
Description, and Employee Contracts
and Resolutions

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Amendments to the Allocation List, Reclassify Existing Staff, New Job Description, and employee contracts and resolutions.

RECOMMENDED ACTION:

1. Approve amendments to the allocation list, and new positions for the Probation Department. 2. Announce Fiscal Impact. 3. Adopt proposed resolutions and contracts for the reclassification of Jazmin Barkley and Dylan Whitmore (new job description for the Probation Department).

FISCAL IMPACT:

At Will - Adult Probation Services - \$18,522

Changing Dylan Whitmore to an "at will" position as Deputy Chief of Adult Probation Services. Total annual increase over current position would be \$43,780 of which \$33,139 would be salary and \$10,641 for benefits. For the remainder of FY2024-2025 based on 11 remaining pay periods, Total salary and benefits would be \$18,522 of which \$14,020 would be for salary and \$4,502 for benefits. This will be budgeted for in the next fiscal year.

At Will - Juvenile Probation Services - \$17,393

Changing Jazmin Barkley to an "at will" position as Deputy Chief of Juvenile Probation Services. Total annual increase over current position would be \$41,109 of which \$31,117 would be salary and \$9,992 for benefits. For the remainder of FY2024-2025 based on 11 remaining pay periods, Total salary and benefits would be \$17,393 of which \$13,165 would be for salary and \$4,228 for benefits. This will be budgeted for in the next fiscal year.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov






SEND COPIES TO:

hr, Probation

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
 Staff Report
 Resolution
 contract
 Resolution
 contract

History

Time	Who	Approval
2/6/2025 12:30 PM	County Counsel	Yes
2/6/2025 12:59 PM	Finance	Yes
2/6/2025 1:21 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

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PUBLIC WORKS

Paul Roten

To: Mono County Board of Supervisors

From: Christine Bouchard, Assistant County Administrative Officer

Date: February 11, 2025

Re: Amendments to the allocation list, and new positions for the Probation Department, proposed resolutions and contracts for the reclassification of Jazmin Barkley and Dylan Whitmore (new job description for the Probation Department).

Strategic Plan Focus Area(s) Met

☒ A Thriving Economy ☐ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

The Probation Department recommends the reclassification of two senior employees to at-will positions, creating the new title of Deputy Chief Probation Officer. This change aligns with the department's succession plan and will enhance administrative oversight and operational efficiency.

BACKGROUND: As part of the ongoing development of the Probation Department's leadership structure, the need has been identified to establish two Deputy Chief Probation Officer positions. These positions will operate under the supervision of the Chief Probation Officer and serve as key administrators overseeing major divisions within the department.

Currently, senior employees in these roles perform oversight duties but lack the formal classification and authority to manage at an executive level. The transition to Deputy Chief status will allow these individuals to assume greater administrative responsibilities, ensuring the department continues to meet its operational and strategic objectives effectively.

ANALYSIS: The creation of the Deputy Chief Probation Officer positions is essential for the following reasons:

1. **Expanded Administrative Functions:** The Deputy Chiefs will be responsible for complex administrative tasks with minimal supervision, including strategic planning, operational oversight, auditing, and program development.
2. **Leadership Succession Planning:** These positions align with the department's long-term leadership strategy, ensuring a structured and seamless transition in executive roles.
3. **High-Level Operational Management:** Deputy Chiefs will bring expertise in managing large-scale operations and ensuring departmental efficiency in service delivery.
4. **Enhanced Oversight and Accountability:** With additional administrative authority, the Deputy Chiefs will be equipped to drive continuous improvements and accountability within their respective divisions.
5. **Job Description Compliance:** The new positions will fulfill the expectations and responsibilities outlined in the official Job Description for Deputy Chief Probation Officer.

CONCLUSION: Reclassifying two senior employees to Deputy Chief Probation Officer positions is a strategic and necessary step to ensure effective administration within the Probation Department. These changes will enhance leadership, streamline operations, and position the department for continued success in its mission.



RESOLUTION NO. R25-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF JAZMIN BARKLEY**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Jazmin Barkley, 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 Jazmin Barkley. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF JAZMIN BARKLEY
AS DEPUTY CHIEF PROBATION OFFICER FOR MONO COUNTY**

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

I. RECITALS

Jazmin Barkley (hereinafter “Ms. Barkley”) is currently employed by County as its Deputy Probation Officer V. The County now wishes to employ Ms. Barkley in the at-will position of Deputy Chief Probation Officer in accordance with the terms and conditions set forth in this Agreement. Ms. Barkley wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence February 11, 2025 (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Barkley shall be employed by Mono County as its Deputy Chief Probation Officer, serving at the will and pleasure of the Chief of Probation. Ms. Barkley accepts such employment. The Chief of Probation shall be deemed the “appointing authority” for all purposes with respect to Ms. Barkley’s employment. The Chief of Probation and Ms. Barkley will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Barkley’s work. Ms. Barkley’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Chief of Probation in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Ms. Barkley’s salary shall be Range 120, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Salary Matrix**”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Barkley understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) Safety member with respect to her employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the

“normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Barkley shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2025 to reflect Ms. Barkley’s February 11, 2025 start date. Ms. Barkley understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Barkley’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Barkley may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Barkley’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Barkley’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Chief of Probation.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Barkley shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Barkley’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Barkley understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Barkley cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore,

should Ms. Barkley's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Barkley's employment, the Chief of Probation may terminate Ms. Barkley's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Barkley understands and acknowledges that as an "at will" employee, she will not have permanent status, nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Barkley's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Barkley's employment under this Agreement, Ms. Barkley shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Barkley shall not be entitled to any severance pay in the event that the Chief of Probation has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Barkley shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Barkley may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Barkley shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Barkley, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Barkley's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government

Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Barkley's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Barkley's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Barkley shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Barkley is convicted of a crime involving abuse of office or position.

14. Ms. Barkley acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Barkley further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 11th day of February, 2025.

EMPLOYEE

THE COUNTY OF MONO

Jazmin Barkley

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL



RESOLUTION NO. R25-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF DYLAN WHITMORE**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Dylan Whitmore, 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 Dylan Whitmore. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF DYLAN WHITMORE
AS DEPUTY CHIEF PROBATION OFFICER FOR MONO COUNTY**

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

I. RECITALS

Dylan Whitmore (hereinafter “Mr. Whitmore”) is currently employed by County as its Deputy Probation Officer V. The County now wishes to employ Mr. Whitmore in the at-will position of Deputy Chief Probation Officer in accordance with the terms and conditions set forth in this Agreement. Mr. Whitmore wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence February 11, 2025 (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Whitmore shall be employed by Mono County as its Deputy Chief Probation Officer, serving at the will and pleasure of the Chief of Probation. Mr. Whitmore accepts such employment. The Chief of Probation shall be deemed the “appointing authority” for all purposes with respect to Mr. Whitmore’s employment. The Chief of Probation and Mr. Whitmore will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Whitmore’s work. Mr. Whitmore’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Chief of Probation in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Whitmore’s salary shall be Range 120, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Mr. Whitmore understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) Safety member with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the

“normal cost” of his retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Mr. Whitmore shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees” updated most recently by the Mono County Board of Supervisors on April 2, 2024, 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, prorated for 2025 to reflect Mr. Whitmore’s February 11, 2025 start date. Mr. Whitmore understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Mr. Whitmore’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Whitmore may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Whitmore’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Whitmore’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Chief of Probation.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Whitmore shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Whitmore’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Whitmore 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. Whitmore 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. Whitmore's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Mr. Whitmore's employment, the Chief of Probation may terminate Mr. Whitmore's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Whitmore understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, 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 County Administrative Officer may, in his or her discretion, take during Mr. Whitmore's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Mr. Whitmore's employment under this Agreement, Mr. Whitmore shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Mr. Whitmore shall not be entitled to any severance pay in the event that the Chief of Probation has grounds to discipline him on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Whitmore shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Whitmore 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. Whitmore shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Whitmore, and shall supersede and replace any and all prior agreements or understandings regarding Mr. Whitmore's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government

Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Whitmore'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. Whitmore's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Whitmore 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. Whitmore is convicted of a crime involving abuse of office or position.

14. Mr. Whitmore acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Whitmore further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 11th day of February, 2025.

EMPLOYEE

THE COUNTY OF MONO

Dylan Whitmore

Lynda Salcido, 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 February 11, 2025

Departments: Human Resources

TIME REQUIRED 10 minutes

SUBJECT Terms and Conditions of Employment
for Chief Information Security Officer

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jason Housel as Chief Information Security Officer, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

The total cost of the Chief Information Security Officer, \$171,207, of which \$120,400 is salary and \$50,808 is benefits. The cost for the remainder of the year is \$55,819, of which \$39,254 is salary and \$16,565 is benefits. This is a General Fund cost and was included in the fiscal year 2024-25 budget.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> contract

History

Time	Who	Approval
2/5/2025 12:37 PM	County Counsel	Yes
2/5/2025 12:33 PM	Finance	Yes
2/5/2025 3:54 PM	County Administrative Office	Yes



**INFORMATION TECHNOLOGY
COUNTY OF MONO**

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

Mike Martinez
Information Technology Director

February 11, 2025

To: Honorable Board of Supervisors
From: Mike Martinez, Information Technology Director
Subject: Appointment of Jason Housel as Chief Information Security Officer

Strategic Plan Focus Areas Met

- | | |
|---|--|
| <input type="checkbox"/> A Thriving Economy | <input type="checkbox"/> Safe and Healthy Communities |
| <input type="checkbox"/> Sustainable Public Lands | <input checked="" type="checkbox"/> Workforce & Operational Excellence |

Discussion

The Chief Information Security Officer (CISO) position was created as part of the final 2024-2025 budget. The County started recruitment in November of 2024 and considered several candidates which were vetted using both virtual and in-person interview panels consisting of the Information Technology Director and staff. After considering all candidates, Jason Housel has been selected for the position.

Jason has spent the last 8 years in Lassen County, managing operations. Jason has an extensive background in information technology in the private sector which includes years of cellular communications, web services, and audiovisual project management. He has an extensive community volunteer experience as a youth baseball and softball coach, served as Secretary and President of the Lassen County Management and Professionals Association, and serves on the technical advisory board for the Lassen Community College.

Jason is looking forward to moving to Mono County and assuming his new role in the organization.

If this contract is approved today, Jason will start in this position effective March 3, 2025.



RESOLUTION NO. R25-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF JASON HOUSEL**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Jason Housel, 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 Jason Housel. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF JASON HOUSEL,
AS CHIEF INFORMATION SECURITY OFFICER FOR MONO COUNTY**

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

I. RECITALS

The Director of Information Technology has offered Jason Housel hereinafter (“Mr. Housel”) the position of Chief Information Security Officer for Mono County in accordance with the terms and conditions set forth in this Agreement. Mr. Housel accepts employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence upon its execution by both parties and shall remain in effect unless or until terminated in accordance with this Agreement.
2. Commencing March 3, 2025, Mr. Housel shall be employed by Mono County as its Chief Information Security Officer, serving at the will and pleasure of the Director of Information Technology. Mr. Housel accepts such employment. The Director of Information Technology shall be deemed the “appointing authority” for all purposes with respect to Mr. Housel’s employment. The Director of Information Technology and Mr. Housel will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Housel’s work. Mr. Housel’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Information Technology in accordance with the County’s “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Housel’s salary shall be initially set at Range 116, Step B of the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads”, most recently updated on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and Salary Matrix.
4. Mr. Housel understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his

retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Housel shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees,” updated most recently by the Mono County Board of Supervisors on April 2, 2024, 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, prorated for 2025 to reflect Mr. Housel’s March 3, 2025 start date. Mr. Housel 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.
6. To the extent deemed appropriate by the Director of Information Technology the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Housel’s full participation in applicable professional associations, for his continued professional growth and for the good of the County.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Housel 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. Housel’s employment, medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Housel 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. Housel 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. Housel’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Housel’s employment, the Director of Information Technology may terminate Mr. Housel’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. Housel 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 Director of Information Technology may, in his or her discretion, take during Mr. Housel’s employment.
10. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Housel shall receive as severance pay a lump sum equal to two (2) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Housel shall not be entitled to any severance pay in the event that the Director of Information Technology 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. Housel shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Housel 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. Housel shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Housel.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Housel’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. Housel’s sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Mr. Housel 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. Housel is convicted of a crime involving abuse of office or position.

14. Mr. Housel acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Housel further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION

This Agreement is executed by the parties this 11th day of February, 2025.

EMPLOYEE

THE COUNTY OF MONO

Jason Housel

Lynda Salcido, 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 February 11, 2025

Departments: Human Resources

TIME REQUIRED 5 minutes

SUBJECT Terms and Conditions of Employment
for Program Manager Quality
Improvement

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Amanda Fenn Greenberg as Program Manager Quality Improvement, and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Annually, the total cost of the Program Manager, Quality Improvement, is \$182,746, of which \$130,138 is salary and \$52,608 is benefits. The cost for the remainder of the year is \$69,593, of which \$49,559 is salary and \$20,034 is benefits. This is not a General Fund cost.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

SEND COPIES TO:

hr, Amanda Greenberg

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

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[Staff Report](#)

[Resolution](#)

[contract](#)

History

Time	Who	Approval
2/6/2025 9:18 AM	County Counsel	Yes
2/5/2025 2:42 PM	Finance	Yes
2/6/2025 12:57 PM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: February 11, 2025

Re: Proposed employment agreement and resolution for Amanda Fenn Greenberg as Program Manager Quality Improvement.

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

On January 7, 2025, the Board approved the reclassification of Amanda Fenn Greenberg from a MCPE Program Manager into an At-Will Program Manager Quality Improvement. This item is to formalize the agreement and resolution. Ms. Greenberg's salary shall be Range 117, Step C as set forth in the Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads.



RESOLUTION NO. R25-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF AMANDA FENN GREENBERG**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Amanda Fenn Greenberg, 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 Amanda Greenberg. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF AMANDA FENN GREENBERG
AS PROGRAM MANAGER QUALITY IMPROVEMENT FOR MONO COUNTY**

This Agreement is entered into by and between Amanda Fenn Greenberg and the County of Mono (hereinafter “County”).

I. RECITALS

Amanda Greenberg (hereinafter “Ms. Greenberg”) is currently employed by County as its Program Manager in the Behavioral Health department. The County now wishes to employ Ms. Greenberg in the at-will position of Program Manager Quality Improvement in the Behavioral Health department in accordance with the terms and conditions set forth in this Agreement. Ms. Greenberg wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence February 11, 2025 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Greenberg shall be employed by Mono County as its Program Manager Quality Improvement in the Behavioral Health department, serving at the will and pleasure of the Director of Behavioral Health. Ms. Greenberg accepts such employment. The Director of Behavioral Health shall be deemed the “appointing authority” for all purposes with respect to Ms. Greenberg’s employment. The Director of Behavioral Health and Ms. Greenberg will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Greenberg’s work. Ms. Greenberg’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Behavioral Health in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Ms. Greenberg’s salary shall be Range 117, Step C as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Salary Matrix*”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Greenberg understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Greenberg shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2025 to reflect Ms. Greenberg’s February 11, 2025 start date. Ms. Greenberg understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Greenberg’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Greenberg may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Greenberg’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Greenberg’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Behavioral Health.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Greenberg shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Greenberg’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Greenberg understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Greenberg cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the

County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Greenberg's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Greenberg's employment, the Director of Behavioral Health may terminate Ms. Greenberg's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Greenberg understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Greenberg's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Greenberg's employment under this Agreement, Ms. Greenberg shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Greenberg shall not be entitled to any severance pay in the event that the Director of Behavioral Health has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Greenberg shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Greenberg may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Greenberg shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Greenberg, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Greenberg's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors

is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Greenberg's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Greenberg's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Greenberg shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Greenberg is convicted of a crime involving abuse of office or position.

14. Ms. Greenberg acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Greenberg further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to Docusign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 11th day of February, 2025.

EMPLOYEE

THE COUNTY OF MONO

Amanda Greenberg

Lynda Salcido, 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 February 11, 2025

Departments: Human Resources

TIME REQUIRED 5 minutes

SUBJECT Terms and Conditions of Employment
for Program Manager Clinical
Services

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Janelle Clark as Program Manager Clinical Services, and prescribing the compensation, appointment, and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Annually, the total cost of the At-Will Program Manager - Clinical Services is \$171,207, of which \$120,399 is salary and \$50,808 is benefits. The cost for the remainder of the year is \$65,199, of which \$45,851 is salary and \$19,348 is benefits. This is not a General Fund cost.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> contract

History

Time	Who	Approval
2/5/2025 12:37 PM	County Counsel	Yes
2/5/2025 12:41 PM	Finance	Yes
2/6/2025 4:44 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: February 11, 2025

Re: Proposed employment agreement and resolution for Janelle Clark as Program Manager Clinical Services.

BOARD OF SUPERVISORS

CHAIR

Lynda Salcido / District 5

VICE CHAIR

Jennifer Kreitz / District 1

Rhonda Duggan / District 2

Paul McFarland / District 3

John Peters / District 4

COUNTY DEPARTMENTS

ASSESSOR

Hon. Barry Beck

DISTRICT ATTORNEY

Hon. David Anderson

SHERIFF / CORONER

Hon. Ingrid Braun

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Queenie Barnard

COUNTY COUNSEL

Chris Beck

ECONOMIC DEVELOPMENT

Liz Grans

EMERGENCY MEDICAL

SERVICES

Bryan Bullock

FINANCE

Janet Dutcher, DPA, MPA,

CGFM, CPA

HEALTH AND HUMAN

SERVICES

Kathryn Peterson

INFORMATION

TECHNOLOGY

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

On January 7, 2025, the Board approved the reclassification of Janelle Clark from a MCPE Clinical Services Supervisor to an At-Will Program Manager Clinical Services. This item is to formalize the agreement and resolution. Ms. Clark's salary shall be Range 117, Step A as set forth in the Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads.



RESOLUTION NO. R25-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF JANELLE CLARK**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Janelle Clark, 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 Janelle Clark. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF JANELLE CLARK
AS PROGRAM MANAGER CLINICAL SERVICES FOR MONO COUNTY**

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

I. RECITALS

Janelle Clark (hereinafter “Ms. Clark”) is currently employed by County as its Clinical Services Supervisor in the Behavioral Health department. The County now wishes to employ Ms. Clark in the at-will position of Program Manager Clinical Services in the Behavioral Health department in accordance with the terms and conditions set forth in this Agreement. Ms. Clark wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence February 11, 2025 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Clark shall be employed by Mono County as its Program Manager Clinical Services in the Behavioral Health department, serving at the will and pleasure of the Director of Behavioral Health. Ms. Clark accepts such employment. The Director of Behavioral Health shall be deemed the “appointing authority” for all purposes with respect to Ms. Clark’s employment. The Director of Behavioral Health and Ms. Clark will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Clark’s work. Ms. Clark’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Behavioral Health in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Ms. Clark’s salary shall be Range 117, Step A as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Salary Matrix**”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Clark understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Clark shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2025 to reflect Ms. Clark’s February 11, 2025 start date. Ms. Clark understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Clark’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Clark may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Clark’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Clark’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Behavioral Health.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Clark shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Clark’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Clark understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Clark cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore,

should Ms. Clark's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Clark's employment, the Director of Behavioral Health may terminate Ms. Clark's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Clark understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Clark's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Clark's employment under this Agreement, Ms. Clark shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Clark shall not be entitled to any severance pay in the event that the Director of Behavioral Health has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Clark shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Clark may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Clark shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Clark, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Clark's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government

Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Clark's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Clark's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Clark shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Clark is convicted of a crime involving abuse of office or position.

14. Ms. Clark acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Clark further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 11th day of February, 2025.

EMPLOYEE

THE COUNTY OF MONO

Janelle Clark

Lynda Salcido, 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 February 11, 2025

Departments: Human Resources

TIME REQUIRED 5 minutes

SUBJECT Terms and Conditions of Employment
for Chief Fiscal Officer

**PERSONS
APPEARING
BEFORE THE
BOARD**

Christine Bouchard, Assistant County
Administrative Officer

AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jessica Workman as Chief Fiscal Officer, and prescribing the compensation, appointment and conditions of said employment.

RECOMMENDED ACTION:

Announce Fiscal Impact. Adopt proposed resolution and authorize the Board Chair to execute said contract on behalf of the County.

FISCAL IMPACT:

Annually, the total cost of the Chief Fiscal Officer is \$182,746, of which \$130,138 is salary and \$52,608 is benefits. The cost for the remainder of the year is \$69,593, of which \$49,559 is salary and \$20,034 is benefits. This is not a General Fund cost.

CONTACT NAME: Christine Bouchard

PHONE/EMAIL: 7609325414 / cbouchard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Resolution
<input type="checkbox"/> contract

History

Time	Who	Approval
2/5/2025 12:36 PM	County Counsel	Yes
2/5/2025 12:39 PM	Finance	Yes
2/6/2025 4:43 AM	County Administrative Office	Yes



COUNTY ADMINISTRATIVE OFFICER
COUNTY OF MONO
Sandra Moberly, MPA, AICP

ASSISTANT COUNTY ADMINISTRATIVE OFFICER
Christine Bouchard

BOARD OF SUPERVISORS

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Lynda Salcido / District 5

VICE CHAIR

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DISTRICT ATTORNEY

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Queenie Barnard

COUNTY COUNSEL

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**INFORMATION
TECHNOLOGY**

Mike Martinez

PROBATION

Karin Humiston

PUBLIC WORKS

Paul Roten

To: Board of Supervisors

From: Christine Bouchard, Assistant County Administrator

Date: February 11, 2025

Re: Proposed employment agreement and resolution for Jessica Workman as Chief Fiscal Officer.

Strategic Plan Focus Area(s) Met

☐ A Thriving Economy ☒ Safe and Healthy Communities ☐ Mandated Function

☐ Sustainable Public Lands ☒ Workforce & Operational Excellence

Discussion

On January 7, 2025, the Board approved the reclassification of Jessica Workman from a MCPE Staff Services Manager into an At-Will Chief Fiscal Officer. This item is to formalize the agreement and resolution. Ms. Workman's salary shall be Range 117, Step C as set forth in the Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads.



RESOLUTION NO. R25-

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN
AGREEMENT PRESCRIBING THE COMPENSATION, APPOINTMENT,
AND CONDITIONS OF EMPLOYMENT OF JESSICA WORKMAN**

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

NOW, THEREFORE, BE IT RESOLVED by the Mono County Board of Supervisors, that the Agreement Regarding Terms and Conditions of Employment of Jessica Workman, 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 Jessica Workman. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

PASSED AND ADOPTED this 11th day of February, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

ATTEST: _____
Clerk of the Board

Lynda Salcido, Chair
Board of Supervisors

APPROVED AS TO FORM:

COUNTY COUNSEL

**AGREEMENT REGARDING TERMS AND CONDITIONS OF
EMPLOYMENT OF JESSICA WORKMAN
AS CHIEF FISCAL OFFICER FOR MONO COUNTY**

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

I. RECITALS

Jessica Workman (hereinafter “Ms. Workman”) is currently employed by County as its Staff Services Manager in the Behavioral Health department. The County now wishes to employ Ms. Workman in the at-will position of Chief Fiscal Officer in the Behavioral Health department in accordance with the terms and conditions set forth in this Agreement. Ms. Workman wishes to accept employment with the County on said terms and conditions.

II. AGREEMENT

1. This Agreement shall commence February 11, 2025 (“Effective Date”), and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Ms. Workman shall be employed by Mono County as its Chief Fiscal Officer in the Behavioral Health department, serving at the will and pleasure of the Director of Behavioral Health. Ms. Workman accepts such employment. The Director of Behavioral Health shall be deemed the “appointing authority” for all purposes with respect to Ms. Workman’s employment. The Director of Behavioral Health and Ms. Workman will work together to establish specific, measurable, achievable and realistic performance goals for Ms. Workman’s work. Ms. Workman’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Behavioral Health in accordance with the “Policy Regarding the Compensation of At-Will and Elected Management Level Officers and Employees” most recently adopted by the Mono County Board of Supervisors on April 2, 2024, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).
3. Ms. Workman’s salary shall be Range 117, Step C as set forth in the “Resolution of the Mono County Board of Supervisors Adopting a Salary Matrix and Position Assignment Schedule for At-Will Employees and Elected Department Heads” most recently adopted on April 2, 2024, and as same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “**Salary Matrix**”) and shall be modified as provided in the then-applicable Management Compensation Policy and the Salary Matrix.
4. Ms. Workman understands that she is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to her employment for the County as determined by the County’s contract with

PERS and/or County policy, and also any employee share of the “normal cost” of her retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).

5. Ms. Workman shall continue to earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of At-Will and Elected Management-Level Officers and Employees” updated most recently by the Mono County Board of Supervisors on April 2, 2024, and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that her employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, she shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2025 to reflect Ms. Workman’s February 11, 2025 start date. Ms. Workman understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost. Consistent with Ms. Workman’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Ms. Workman may have accrued as of the effective date of this Agreement nor on her original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Ms. Workman’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Ms. Workman’s full participation in applicable professional associations, for her continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the Director of Behavioral Health.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Ms. Workman shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Ms. Workman’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Ms. Workman understands and agrees that her receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on her actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon her proper use of any accrued leave. Should Ms. Workman cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then she shall cease earning or receiving any additional compensation or benefits until such time as she returns to work and resumes rendering personal services; provided, however, that the County shall

provide any compensation or benefits mandated by state or federal law. Furthermore, should Ms. Workman's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the "at will" nature of Ms. Workman's employment, the Director of Behavioral Health may terminate Ms. Workman's employment at any time during this Agreement, without cause. In such event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Ms. Workman understands and acknowledges that as an "at will" employee, she will not have permanent status nor will her employment be governed by the County Personnel System (Mono County Personnel Rules) except to the extent that System is ever modified to apply expressly to at-will employees. Among other things, she will have no property interest in her employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Administrative Officer may, in his or her discretion, take during Ms. Workman's employment.
10. In the event of a termination without cause under paragraph 9 occurring after the first twelve (12) months of Ms. Workman's employment under this Agreement, Ms. Workman shall receive as severance pay a lump sum equal to two (2) months' salary. For purposes of severance pay, "salary" refers only to base compensation. Ms. Workman shall not be entitled to any severance pay in the event that the Director of Behavioral Health has grounds to discipline her on or about the time he or she gives notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Ms. Workman shall also not be entitled to any severance pay in the event that she becomes unable to perform the essential functions of her position (with or without reasonable accommodations) and her employment is duly terminated for such non-disciplinary reasons.
11. Ms. Workman may resign her employment with the County at any time. Her resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Ms. Workman shall not be entitled to any severance pay or to earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Ms. Workman, and shall supersede and replace any and all prior agreements or understandings regarding Ms. Workman's employment.
13. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors

is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Ms. Workman's employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Ms. Workman's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243 et seq., Ms. Workman shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Ms. Workman is convicted of a crime involving abuse of office or position.

14. Ms. Workman acknowledges that this Agreement is executed voluntarily by her, without duress or undue influence on the part or on behalf of the County. Ms. Workman further acknowledges that she has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive her right to do so, and that she is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.
15. For purposes of this Agreement, a photocopy, facsimile, .pdf, or electronically scanned signatures, including but not limited to DocuSign or similar service, shall be deemed as valid and as enforceable as an original.

III. EXECUTION:

This Agreement is executed by the parties this 11th day of February, 2025.

EMPLOYEE

THE COUNTY OF MONO

Jessica Workman

Lynda Salcido, 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 February 11, 2025

Departments: Public Works - Roads Division

TIME REQUIRED 10 minutes

SUBJECT Roads Department Heavy Equipment
Purchase

**PERSONS
APPEARING
BEFORE THE
BOARD**

Steve Reeves, Public Works Road
Superintendent

AGENDA DESCRIPTION:

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

Replacement of two 10-Wheelers which have reached the end of their useful life.

RECOMMENDED ACTION:

Approve the purchase of two 10-Wheelers not-to-exceed \$220,000 each, totaling \$440,000. Authorize the Public Works Director to sign all required documents for the above purchase. Additional amounts included above the vendor quote for incidentals such as sales tax, delivery, registration, and other similar costs.

FISCAL IMPACT:

This purchase will impact fiscal year (FY) 2024-25 with a 20% down payment of \$39,000 per truck. Final payment will be due upon receipt. Total for FY 2024-25 totals \$440,000. Including mid-year budget requests, the Department has sufficient budget to accommodate this purchase. Future budgets anticipate some unknown about of savings in the repair and maintenance budget.

CONTACT NAME: Steve Reeves

PHONE/EMAIL: 760 932 5449 / sreeves@mono.ca.gov

SEND COPIES TO:

sreeves@mono.ca.gov proten@mono.ca.gov
kspears@mono.ca.gov

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download
Staff Report
10 Wheeler Vehicle Summary
10 Wheeler Spec Sheet

History

Time	Who	Approval
2/3/2025 12:36 PM	County Counsel	Yes
2/3/2025 1:52 PM	Finance	Yes
2/3/2025 2:08 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: February 11, 2025
To: Honorable Chair and Members of the Board of Supervisors
From: Steve Reeves, Road Superintendent
Subject: Two 10-Wheeler Replacements

Background:

The Roads Department has six 10-wheelers that are used year round. The summer uses include hauling road materials for road repairs, hauling debris, and shoulder repairs utilizing the conveyor attachment. The winter uses include snow plowing and spreading of cinders on icy roads. The 10-wheelers are distributed thru the five road districts across Mono County. Most of the 10-wheelers were purchased between 2009 and 2010 and are not CARB compliant and have been experiencing excessive breakdowns. Costs have increased to maintain and repair the pieces of equipment and breakdowns result in a reduced level of service, and sometimes inability to perform required services.

Discussion:

The Roads Division is requesting the replacement of 10-wheelers prioritizing the two most prone to breakdown, which are located at Benton and Bridgeport. This will also further the process of becoming a CARB compliant fleet. These two-truck chassis will be purchased this fiscal year, with upfitting including dump beds, snowplows, and sanders expected to begin next fiscal year. These two trucks will help with reliable service of our road maintenance and snow removal in the communities of Benton and Crowley.

If you have any questions regarding this item, please contact Steve Reeves at (760) 932-5449.

Respectfully submitted,

Steve Reeves

Steve Reeves
Mono County Road Superintendent



VALEW WELDING & FABRICATION
12522 VIOLET RD
ADELANTO, California 92301
United States of America

Shane Newson

Office Phone: 760-246-4878
Email: shane@valew.com

Vehicle Summary

Unit		Chassis	
Model:	T480 Series Conventional	Fr Axle Load (lbs):	16000
Type:	FULL TRUCK	Rr Axle Load (lbs):	40000
Description 1:	VALT480PX9C24AT6X6	G.C.W. (lbs):	60000
Description 2:	MNCNTY480PX9C24AT6X6		
Application		Road Conditions:	
Intended Serv.:	Local Pickup & Delivery: Vehicles which	Class A (Highway)	75
Commodity:	Water	Class B (Hwy/Mtn)	20
		Class C (Off-Hwy)	5
		Class D (Off-Road)	0
Body		Maximum Grade:	6
Type:	Tank	Wheelbase (in):	205
Length (ft):	15	Overhang (in):	63
Height (ft):	13	Fr Axle to BOC (in):	69.5
Max Laden Weight (lbs):	4000		
		Cab to Axle (in):	135.5
Trailer		Cab to EOF (in):	198.5
No. of Trailer Axles:	0	Overall Comb. Length (in):	332
Type:			
Length (ft):	0	Special Req.	
Height (ft):	0	California Registry	
Kingpin Inset (in):	0		
Corner Radius (in):	0		
Restrictions			
Length (ft):	75		
Width (in):	102		
Height (ft):	13.5		

Approved by: _____

Date: _____

Note: All sales are F.O.B. designated plant of manufacture.

Sales Code	Std/ Opt	Description	Weight
Model			
0000480	S	T480 Series Conventional	10,386
0071001	O	T480 Vocational Hood	0
0072000	O	Chassis Operation Will Not Incl. Stationary application. Stationary operation is defined as running the engine under load while stationary at a substantial fraction of engine gross horsepower (60% or greater) for an extended period of time (longer than 5 - 10 minutes).	0
0080050	O	CARB Clean Idle Label - PACCAR PX Engines	0
0080314	O	EPA Clean Idle Label - PACCAR PX Engines	0
0090162	O	T480 Tandem	0
0098405	O	State of Registry: California	0
Engine & Equipment			
0130226	O	PACCAR PX-9 370 370@1600 1250@1200, 2024 With Turbo Exhaust Brake (VGT Brake) N09420 C333 0.....Reserve Speed Limit Offset (N09380 C334 0.....Maximum Cycle Distance (C334 N09360 C400 252...Reserve Speed Function Reset N09200 C399 100...Standard Maximum Speed Limit N09400 C401 10....Maximum Active Distance (C40 N09220 C402 0.....Expiration Distance (C402) N09540 C395 0.....Expiration Distance (C395) N09260 C121 64....Max Vehicle Speed in Top Gea N09440 C234 YES...Engine Protection Shtdwn N09460 C231 NO....Gear Down Protection N09580 C133 5.....Idle Shtdwn Time N09680 C233 NO....Idle Shtdwn Override N09480 C132 1400..Max PTO Speed N09300 C128 64....Max Cruise Control Speed N09500 C239 NO....Cruise Control Auto Resume N09520 C238 NO....Auto Engine Brake in Cruise N09780 C190 80....High Ambient Temperature Thr N09740 C188 40....Low Ambient Temperature Thre N09760 C189 60....Intermediate Ambient Tempera N09720 C382 YES...Enable Hot Ambient Automatic N09600 C396 YES...Enable Impending Shutdown Wa N09620 C397 60....Timer For Impending Shutdown N09640 C206 35....Engine Load Threshold N09560 C225 NO....Enable Idle Shutdown Park Br	0
1000047	O	CARB Emissions Warranty Engine	0
1000151	S	PremierSpec	0

Sales Code	Std/ Opt	Description	Weight
1000234	O	Engine Parameter: Set Engine Fan to Not Engage when Exhaust/Compression Brake Engages	0
1000243	O	Gearing Analysis: Performance power before economy results.	0
1000252	O	Customer's Typical Operating Spd: 62 MPH	0
1000525		RegistrationYear Year of Registration: 2025	0
1000684	O	Effective VSL Setting NA	0
1000858	O	Engine Idle Shutdown Timer Disabled	0
1000891	O	Eff EIST NA Expiration Miles Use only with MX and Cummins engines	0
1002060	S	Air Compressor: Cummins 18.7 CFM For Cummins And PACCAR PX engines.	0
1041399	S	Air Cleaner: MD Composite Engine Mounted	0
1093120	O	Inside/Outside Air Intake for Engine Mounted Air Cleaner	16
1098003	S	Air Restriction Indicator: Mechanical Mounted on Air Cleaner.	0
1105230	O	Fan Hub: Horton 2-Speed for PX-9 or L9N or ISL	0
1121234	O	Cooling Module: 2.1M MD Vocational Hood, Clog Resistant, 1000 Square Inches	10
1160105	O	Radiator Winterfront.	0
1247263	O	EXH: Single Can 2024 RH Under with RH Side-of-Cab Vertical Tailpipe	0
1290124	O	Tailpipe: 5 in. single 24 in. 45 degree curved.	6
1321102	S	Fuel Filter: PACCAR 2.1M MD for PX-7 or PX-9 Fuel/water separator for 2021 and later engines.	0
1321205	O	Run Aid:Fuel Heat *For Fuel Filter	0
1321305	O	Start Aid:12V Heat *For Fuel Filter	1
1504006	O	Block Heater: PACCAR 750 watt 120V for PX-7 and B6.7N. 1000 watt for PX-9 and ISL9 Engines.	2
1509058	O	Fuel Tank Heater: Single Arctic Fox W/ Thermostat	0
1509088	O	Fuel Tank Heater:Customer Installed - Single Tank 2.1M Medium Duty only	7
1700149	O	Retarder: Jacobs for PX-9 and ISL With 3-way switch. Replaces the standard turbo brake for PX-9 engines.	57
1812162	O	Alternator: 160 amp Brushless with battery voltage sense. *This code replaced 1812160.	0

Sales Code	Std/ Opt	Description	Weight
1821210	O	Batteries: 3 PACCAR GP31 Threaded Post (700-730) 2100-2190 CCA dual purpose.	62
1836106	S	Mitsubishi 105P55 12V Starter with Cummins and PX PACCAR 12 volt electrical system. W/ centralized power distribution incorporating plug-in style relays. Circuit protection for serviceability, 12-volt light system w/circuit protection circuits number & color coded. Only for Cummins or PX engines.	0
1900996	O	Jump Start Terminals Under Hood.	0
1901018	S	Remote PTO/Throttle, 12-Pin, 250K, Back of Cab OR Back of Sleeper, J1939, Remote Control Provision	0
Transmission & Clutch			
2011612	O	Transmission: Allison 3000RDS 5-speed, With PTO drive gear. 6th Generation Controls. Includes heat exchanger & oil level sensor. Rugged Duty Series for vocational applications. Requires a push button shift control code. Oil temperature gauge is standard on class 8 models. Transynd transmission fluid is standard on all Allison 1000, 2000, 3000 & 4000 series transmissions.	399
2323010	O	Transfer Case: Meritor MTC-4213, 2 speed Without PTO, Without Neutral. For use with Dual RR Axle and Meritor FDA.	644
2406005	O	45 degree Yokes on Interaxle Drivelines.	0
2406862	O	Driveline: 3 Dana SPL140 with 1 Centerbearing for Transfer case & 1 SPL170 to rear axle.	248
2410018	O	Torque Converter Included W/ Allison Transmission.	0
2410114	O	Left Hand PTO Access, Right Hand Dip Stick Tube Allison 3000 series only.	0
2410153	O	Push Button Shifter Controls, Center Console Mounted for Allison Transmission. 2.1m Medium Duty only.	0
2410204	O	Allison Fuel Sense: Delete	0
2410212	O	Allison Transmission Mobile PTO Operation - Change max output speed to 4500 RPM	0
2410244	O	J1939 Park Brake Auto Neutral	0
2410310	O	Allison Neutral at Stop	0
2429038	O	PTO Adapter For Front Engine PTO (FEPTO)	8
2429358	O	Rear Transmission Support Springs for transmission PTO applications are required to ensure that engine flywheel housings are not overloaded when transmission PTO's are installed.	0
2429378	O	Customer Installed Transmission PTO in the LH Mounted position (8 o'clock) for Allison 3000 & 4000 transmissions.	0
2460021	O	Oil to Water Cooler for Transfer Case to 8500 LB-FT	13

Sales Code	Std/ Opt	Description	Weight
2460069	O	Transmission Cooler: Automatic Transmission For use with 2.1M MD with Vocational Hood. Includes cooler protector.	38
Front Axle & Equipment			
2574007	O	Meritor MX-120 Front Drive Axle Rated 16K 16.5X6 Q+	1,354
2590557	O	Front Drive Axle Ratio: 5.57	0
2659007	O	Front Brakes: Included W/ Front Drive Axles	-166
2659065	O	Front Dustshield: Included W/ Meritor or Sisu Front Drive Axle.	0
2690050	O	Front Brake Drum Included W/ Front Axles.	-183
2707003	O	Front Hub: Hub Pilot 10 Hole Mount Hub Included w/ Meritor front drive axles. 11.25 in. bolt circle.	-106
2748550	O	Front Axle Oil Seal: Included W/ Axle or Brakes.	0
2750900	O	Hubcaps Included W/ Front Axle.	-1
2769000	O	Slack Adjusters Included W/ Front Axle or Brakes. Also use with disc brakes.	0
2864060	O	Front Springs: Taperleaf 16K W/ Shock Absorbers. For use on medium duty with FDA only.	47
2895096	O	Single Power Steering Gear: 16K.	20
2900936	O	Meritor MX-120 FDA HR Option Req'd for Snowplow.	0
Rear Axle & Equipment			
3124404	O	Dual Dana Spicer DSP41P Rear Axle rated at 40K. (DSP40P w/ heavy-wall housing) w/ 11mm housing and 1.88in. shaft diameter. Includes pump. Tandem rear axles.	2,009
3200557	O	Rear Axle Ratio - 5.57.	0
3354007	O	Dual Rear Brakes 16-1/2x7 in. to 46K; Meritor Q- plus-extended service S-cam.	16
3392005	O	Dual Rear Brake Drums: Cast. For use with 16.5X7" or 16.5X8.625" brake.	0
3403460	O	Dual Rear Hubs: Iron Hub Pilot 52K; 11.25" Bolt circle. Requires "R" series outer ends.	104
3441972	O	ConMet PreSet Plus Hub Package; Dual Rear Axle.	0
3465002	O	Tandem Rear Axle Automatic Slack Adjusters. For use with drum brakes.	0
3485207	O	Spring Brake: 3030 Long Stroke Dual 30 Square inches travel. For drum brakes. Helps keep brakes in adjustment longer.	4
3490046	O	Dustshields for Drum Brakes: All Rear Axles, required and only available with T270/T370 front drive axles	11

Sales Code	Std/ Opt	Description	Weight
3495230	O	Bendix 6S/6M Anti-Lock Brake System W/ Air traction control (ATC).	6
3500057	O	Interaxle Driveline: 1 Dana SPL170XL Tandem Rear Axles Only	96
3532130	O	Wheel Differential Lock for Dana Spicer Axles DSP40/DSP41(P)/DSH40(P)/DSH44(P)/D40-155 forward rear axle & rear rear. Under Speed Interlock is standard on T680.	37
3573111	O	Separate Switch for Dual Axles: differential lock or crosslock.	0
3742943	O	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K. 54 in. axle spacing, 20.25 in. saddle height. For 2.1m medium duty with front drive axle only. With shocks, track rods and rubber bolster bushings. Unladen Height: 15.3 in. Laden Height: 13.3 in.	488
3832004	O	Heavy-Duty Track Rods for Hendrickson Beam suspensions rated up to 46K or Neway AD tandem suspensions.	0
3832008	O	Heavy-Duty Torque Rods for Hendrickson Beam. 46K and under suspensions.	15
3832161	O	Double Rebound Strap Kit: Hendrickson HAULMAAX EX rear suspension.	6

Tires & Wheels

4017217	O	Front Tires: Michelin XZUS2 315/80R22.5 20PR 42.8 in. Diameter, All Position.. 19.8 in. SLR.	98
4210004	O	Rear Tires: Michelin X Works Z 12R22.5 16PR	256
4900008	O	Rear Tire Quantity: 8	0
5042311	O	Front Wheel: Accuride 29039 22.5X9 steel Steel Armor[™] powder coat, hub-pilot mount. 10000lb. maximum rating. 5-hand holes.	70
5242258	O	Rear Wheel: Accuride 50291 white 22.5X8.25 heavy-duty 22.5x8.25; Steel Armor[™] powder coat, hub-pilot mount. 8000lb. maximum rating. 2-hand holes. Air disc brake compatible. Code is priced per pair of wheels.	88
5853906	O	Powder Coat White Steel Wheel. Use in Conjunction with front, dual front, rear, spare or lift axle wheel code(s). All wheels on chassis must have same finish color.	0
5890000	O	V2B Double Seal Cap Valves.	0
5900008	O	Rear Wheel/Rim Quantity: 8	0

Frame & Equipment

6054410	O	Frame Rails: 10-5/8 x 3-1/2 x 5/16 in. Steel to 309 in. to 380 in. Truck frame weight is 2.91 lb.-in. per pair of rails. Section modulus is 14.80 cu.in., RBM is 1,776,000 in-lbs per rail. 120,000 PSI yield. Heat treated. Frame rail availability may be restricted based upon application, axle/suspension capacity, fifth wheel setting, or component/dimensional specifications. The results of the engineering review may result in a change to the requested frame rail. If a change is	183
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Sales Code	Std/ Opt	Description	Weight
		required, Kenworth Application Engineering will advise the dealer of the appropriate material specification for a substitute rail.	
6141400	O	Full Steel Insert: for 10-5/8 in. or 10-3/4 in. Steel 285 in. to 336 in. or 2nd insert for 11-5/8 in. steel frame. Adds 1,149,000 in-lb to main rail RBM. Truck insert weight is 2.05 lb.-in. per pair of rails. Full frame insert length is equal to wheelbase plus rear frame cutoff plus dimension forward of front axle by model. See databook addendum section 7.2.	628
6302460	O	Bumper: Tapered Painted Steel Channel. Requires a bumper setting code.	65
6319064	O	64 in. Bumper Setting. Requires a Bumper Code.	0
6321010	S	Front Tow Loops: Two	0
6390034	O	24 in. Frame Rail Extensions. Vocational Hoods only.	36
6391205	O	Custom Frame Layout: 5-9 Chassis CFL AT: LOCATE AIR TANKS UNDER BATTERY BOX AND INSIDE & UNDER THE RH FRAME RAIL.	0
6397001	O	Huck Bolts Throughout Frame, where Possible.	0
6404420	O	Battery Box: Steel Parallel Module under W/Step, natural aluminum cover. Use with 2 or 3 batteries. Up to 2 air tanks may be mounted to bottom of box. Batteries will be oriented perpendicular to the frame rail in a single row.	9
6409103	O	Severe Service Hold Down for Cantilever Battery box. Includes battery pad.	3
6409715	O	Ladder-Type Step LH under Cab Below Battery Box or toolbox.	11
6409716	O	Ladder-Type Step RH under Cab Below Battery Box or toolbox or DPF - SCR.	11
6409901	S	Battery Box Location: LH Side.	0
6451125	S	DPF/SCR Box Natural End Plates and Natural cover.	0
6490139	S	Heavy-Duty One-PC Aluminum Intermediate/ Fill-In crossmember.	0
6490433	S	Heavy-Duty 5-Piece Rear Cab Support, Hucked assembly. Huck fastened to frame.	0
6497102	O	First - RH Outside Rail Only. Clear frame space area. Does not include fasteners or piping. Requires a supplemental length and location code. The actual chassis layout will be determined at time of engineering.	0
6497207	O	Directly Forward of the Rear Suspension/ Quarter fender. First clear frame space location.	0
6497360	O	First - 60 in. Clear Frame Space Length. The impact to other frame-mounted components will be determined at time of engineering.	0
6679823	O	Dealer to Review Delivery Restrictions W/ transporter. Units equipped with transfer case.	0

Sales Code	Std/ Opt	Description	Weight
6679995	O	Customer Will Install Structural End-of-Frame crossmember before vehicle is placed in service.	0
6721102	S	Rear Mudflap Arms: Betts B-25 Standard-Duty, straight. Includes B1732 mounting brackets as standard.	0
6742009	S	Square End-of-Frame W/O Crossmember; Non-Towing.	0
Fuel Tanks & Equip			
7144080	O	80 US Gallon D-Shape Rectangular Aluminum BOC fuel tank, replace.	31
7722173	O	Large DEF Tank, 15 Gallons.	26
7889006	O	Fuel Fill Forward Tank(s) BOC.	0
7889208	O	DEF to fuel fill ratio between 1.25:1 and 2:1.	0
7889368	O	Fuel Tank Drain Plug.	0
7889614	S	DEF Tank Location is LH BOC. For 2.1M Medium-Duty	0
7940080	O	Location: 80 gal fuel tank LH behind ca	0
Cab & Equipment			
8024311	S	Cab: Stamped Aluminum with Curved Windshield LED markers. Requires separate roof code.	0
8090153	O	Hood: Sloped Vocational w/ Stationary Grille w/ Chrome Crown	-24
8108011	S	Cab HVAC - Day Cab and 40 in. Sleeper System With Defrost, A/C, and 48,000 BTU/hr Heater. Includes automatic temperature control with one touch defrost operation and dash mounted cab temperature and solar intensity sensors. Pleated fresh air filter and cabin recirculation air filter standard. The Kenworth HVAC system is designed to provide optimal heating and cooling in all operating environments without need for additional insulation. Cab HVAC without sleeper heater AC is available with 40in sleeper.	0
8201047	O	Kenworth Smartwheel: 18 in. Non-Leather With Integrated Radio and Cruise Controls.	0
8201200	S	Adjustable Telescoping Tilt Steering Column.	0
8203056	O	Unspecified Tumbler P/N. All Chassis Keyed Alike Includes ignition, cab doors & if applicable, sleeper tool box door. 2.1m models, requires 2+ chassis. G key will not work on new P lock and ignition.	0
		<i>Narr P</i>	
8203060	O	5 Sets of Keys. Replaces Standard 2 Sets of Keys.	0
8203196	O	Dash Mounted Compact Trailer Brake Valve. Self Returning.	0
8205012	O	Off-Highway Dash Switch: For ABS System. Includes	0

Sales Code	Std/ Opt	Description	Weight
		indicator light.	
8205177	O	Dash Switch:1st Allison-Mounted PTO. Electric switch and wiring are factory-installed to control the 1st Allison Trans mounted PTO.	0
8205283	O	Info for C/I PTO: Chelsea 10 Bolt	0
8222413	O	Gauge: DD Virtual Gauge - Manifold Pressure Boost	0
8222414	O	Gauge: DD Virtual Gauge - Engine Percent Torque	0
8222418	O	Gauge: DD Virtual Gauge - Engine Hours Instrument Cluster	0
8222419	O	Gauge: DD Virtual Gauge - Volts Instrument Cluster	0
8240020	O	City Horn to Honk if Door Opens and Park Brake not set.	0
8282006	O	Odometer Units Locked to Match Speedometer Dial. Locks instrumentation to record the units of measure indicated by the primary scale. For instance, U.S. Domestic trucks would not be able to toggle from miles to kilometers on the trip odometer.	0
8282024	S	Main Instrument Package: 7" Digital Display Cluster. Includes Physical (Analog): Speedometer, Tachometer, Oil Pressure, and Coolant Temp; and Digital: Fuel Level #1, DEF Level, DPF Filter Status, Fuel Economy, Volts Telltale, OAT and Primary Air Pressure, Secondary Air Pressure, and Air Application for air brake trucks.	0
8282109	O	Large Flat Panel on Dash For C/I Controls. Replaces Storage Bucket.	0
8291011	O	Warning Light and Audible: Drivers Side Seatbelt A telltale and audible warning activates when vehicle speed > 10 mph and driver side seatbelt is not buckled.	0
8330591	S	Interior Trim Package: 2.1M MD Gray Foam Backing/Cloth Headliner W/Gray Sunvisor & Seat Color Three Underdash Center Console Cupholders (Two If Allison Transmission Is Selected).	0
8410212	O	Driver Seat: KW Premium Air Seat HB Vinyl w/ Dual Armrests/Susp Cover/Seat Heater	0
8460212	O	Rider Seat: KW Premium Air Seat HB Vinyl w/ Dual Armrests/Susp Cover/Seat Heater	0
8601432	O	Kenworth Radio DEA710 AM/FM/WB/USB, Bluetooth	0
8698965	O	Speaker Package For Cab: (2) Speakers B-Pillar	0
8700158	O	Removable Plate For Direct REPTO Access Through Floor W/ Floormat/Carpet Cutout	0

Sales Code	Std/ Opt	Description	Weight
8700196	S	Turn Signal: Self-Cancelling	0
8700283	S	LH and RH Trip Ledge Rain Deflectors	0
8700601	S	Global Telematics Unit	0
8800261	O	Long Grabhandle RH Side Mounted to Side-of-Cab exhaust. NFPA Compliant.	0
8800382	O	Grabhandle: LH SOC Non-Slip Ergonomic Grab Handle Mounted To The Left Hand Exterior Of The Cab For Entry and Exit. NFPA Compliant.	3
8800403	O	Dual Cab Interior Grabhandles:Yellow,A Pillar Mtd Dash Wrap and B Pillar Mounted Grabhandles	0
8832113	S	Kenworth Daylite Door With Standard LH/RH electric door locks and LH/RH electric window controls.	0
8841642	O	Air Horn: Dual Round 26" LH/RH Roof Incl Air Horn Cover	0
8850139	S	Look-Down, Pass. Door, Black 11x6	0
8850842	S	Mirror Shell: Dual Aero In-Mold Black	0
8860852	O	Mirror: Dual KW Aero Rear View Motor, heated with Integral CX.	0
8871446	S	Rear Cab Stationary Window 19in x 36in	0
8890101	S	One-Piece Bonded-In Windshield With Curved Glass. Standard.	0
8890135	O	Exterior Stainless Steel Sunvisor.	11
8890356	O	4 1/4" Molded Wheelwell Fender Extension.	0
8890874	O	Kenworth Cab Air Suspension.	0
8891009	O	Thermal/Sound Insulation Package	0
8891011	O	Roof: Raised Profile, Stamped Aluminum w/ Additional Head Room & Interior Overhead Storage	0
Lights & Instruments			
9010813	O	Headlamps: Single Halogen Complex Reflector w/ Turn Indicator, Reflector and w/o DRL. Fender Mtd.	0
9010951	O	Daytime Running Lights Located in Bumper. Driven by Chassis Height.	3
9020103	O	Delete Standard 14-Pin RP170 Body Lighting Connector.	0
9022130	O	Marker Lights: Five Rectangular LED. Chrome housing. For use with raised roof only. Required with exterior sunvisor.	0
9030052	S	LED Stop,Turn,Tail: With Two LED	0

Sales Code	Std/ Opt	Description	Weight
		Backup Lights and With An LED License Plate.	
9060055	O	Halogen Spotlight: LH & RH Mounted. T680 and T880 models include dash switch for RH spot lamp as standard.	11
9080125	O	Dual Rotating Roof Lights: Low-Profile LED Beacon lights w/ overhead switch.	7
9090027	O	Headlamps to Turn on When Wipers are Active.	0
9090052	O	Brake Lights on when Engine Brake Active. Can only be selected when chassis also has engine brake. Cannot be used with options to delete engine brake.	0
9090058	O	Switch & Wiring: For Customer-Installed Plow light. Includes circuit breaker.	0
9090151	O	Wiring:Cust. Install Trlr Elec. Brake Controller. Class 8/T4 Content Includes Dash Signals: Ignition Power (20A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To EOF Junction Box. These Signals Are Located Near The NavPlus HD Area. No Need To Code For An Additional End of Frame Junction Box. EOF Junction Box Signals Are: Ground, Tail Lamp, Marker Lamp, Left Turn, Right Turn, Stop Lamp and Electric Trailer Brake Controller Wired To Dash. Medium Duty (not T4) Content Includes A MP 280 Series Connector In Dash Near Driver Door Connections With Signals: Battery Power (40A), Ground, Stop Lamp and Electric Trailer Brake Controller Wired To Chassis Connector. Medium Duty (not T4) 2 Way Deutsch Chassis Connector Located Near Back of Cab, With Signals: Ground and Electric Trailer Brake Controller Wired To Dash Connector.	4
9090316	O	Junction Box: End of Frame	1
9090849	O	Polyswitches Replacing Fuses. Switch Will automatically reset after removal of excess load.	0
Air Equipment			
9101218	S	Air Dryer: Bendix AD-HF Puraguard Heated	0
9108001	S	Moisture Ejection Valve W/ Pull Cable Drain.	0
9110020	O	Full Truck Kit Gladhands mounted at end-of-frame. Seven-way female receptacle mounted at end-of-frame in taillamp bracket. Kit includes dash mounted trailer air supply valve, trailer hand control valve, and hoses/fittings for the valves. Dash mounted parking brake valve, tractor protection valve, and spring brake inversion/relay valves are standard.	15
9140020	S	Nylon Air Tubing in Frame & Cab, Excluding Hoses subject to excessive heat or flexing.	0
9140254	O	Locate Air Dryer Inside RH Rail BOC. This code requires the use of a custom frame layout code.	0
9140286	O	Air Tanks: Clear of Left Side of Transmission area. This code requires the use of a custom frame layout code.	0
9140328	O	Trailer ABS Electric Supply Through SAE J560 7-pin connector per TMC RP137).	0

Sales Code	Std/ Opt	Description	Weight
Extended Warranty			
9200008	S	Base Warranty - PACCAR PX-9 Engine 24 months / 250,000 miles / 402,336 km / 6250 hours.	0
9200113	O	Severe Service Medium-Duty Warranty: 12 months/ 50,000 miles & km	0
9210374	O	2024 CARB Legacy Engine Provision: PX	0
9210402	O	Allison 3000 Series Transmission Surcharge	0
9212661	O	TruckTech+ RD - 5YR Sub PACCAR PX Engines	0
9220016	O	Base Warranty: Emissions (CARB Operation) PX-9 5YR/150K MI	0
Miscellaneous			
9409852	O	GHG Secondary Manufacturer: Does Not Apply	0
9490003	O	Additional Lead Time Required for Off Highway & /or specialty component truck.	0
9491652	S	EMUX Architecture	0
Promotions			
Paint			
9700000	O	Paint Color Number(s). N9702 A - L0006 WHITE N9770 BUMPER N0001 BLACK N9720 FRAME N0001 BLACK	0
9943014	O	Steel Bumper Painted Frame Color	0
9943048	O	Day Cab Bulk Paint	0
9943050	S	Day Cab Standard Paint	0
9944820	S	1 - Color Paint - Day Cab Color will be White if no other color is specified.	0
9965510	S	Base Coat/ Clear Coat. The Kenworth Color Selector contains additional instructions, as well as information on Kenworth paint guidelines and surface finish applications. Kenworth is standard with Dupont Imron Elite paint.	0

Sales Code	Std/Opt	Description	Weight
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Special Requirements

Special Requirement 1 0098010
 Special Requirement 2
 Special Requirement 3
 Special Requirement 4

Order Comments

Total Weight (lbs) 17,201

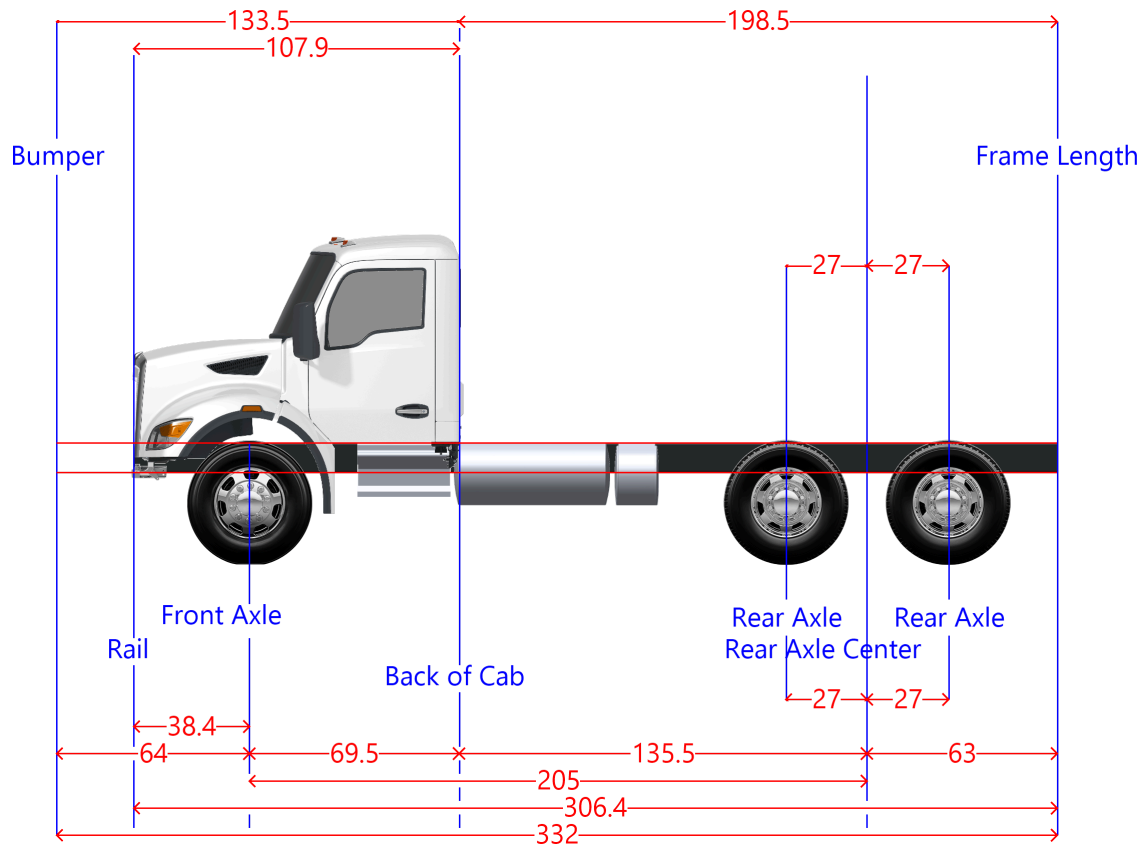
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 Dimensional and performance data for unpublished options may vary from that displayed in CRM.

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HORIZONTAL DIMENSIONS



Dimension	Measurement	Start	End
Axle Spacing	54	178	232
Bumper to Back of Cab	133.5	-64	69.5
Bumper to Front Axle	64.0	-64	0
Bumper to Front Frame	25.6	-64	-38.4
Cab to End of Frame	198.5	69.5	268
Cab to Rear Axle	135.5	69.5	205
Effective Bumper to Back Of Cab	133.5	-64	69.5

Frame Length	306.4	-38.4	268
Front Axle to Back of Cab	69.5	0	69.5
Front of Frame to Axle	38.4	-38.4	0
Load Space	198.5	69.5	268
Overall Length	332.0	-64	268
Overhang	63.0	205	268
Pusher Offset #1	27.0	178	205
Pusher Offset #2	27.0	178	205
Pusher Offset #3	27.0	178	205
Tag Offset	27.0	205	232
Wheelbase	205	0	205

VEHICLE WEIGHT RATING

FRONT AXLE COMPONENTS

Component	Sales Code	Description	Ratings
Axle	2574007	Meritor MX-120 Front Drive Axle Rated 16K 16.5X6	16,000
Springs	2864060	Front Springs: Taperleaf 16K W/ Shock Absorbers.	16,000
Power Steering	2895096	Single Power Steering Gear: 16K.	16,000
Hubs, Drums	2707003	Front Hub: Hub Pilot 10 Hole Mount Hub Included	30,000
Brakes	2659007	Front Brakes: Included W/ Front Drive Axles	99,999
Tires	4017217	Front Tires: Michelin XZUS2 315/80R22.5 20PR	20,000
Wheels	5042311	Front Wheel: Accuride 29039 22.5X9 steel	20,000

Requested Front (Lbs):16,000

Minimum:0

Maximum:16,000

The front axle weight rating cannot exceed 16000

REAR AXLE COMPONENTS

Component	Sales Code	Description	Ratings
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REAR AXLE COMPONENTS

Axle	3124404	Dual Dana Spicer DSP41P Rear Axle rated at 40K.	40,000
Hubs, Drums	3403460	Dual Rear Hubs: Iron Hub Pilot 52K; 11.25" Bolt	52,000
Service Brakes	3354007	Dual Rear Brakes 16-1/2x7 in. to 46K;	46,000
Spring Brakes	3485207	Spring Brake: 3030 Long Stroke Dual 30 Square	52,000
Suspension	3742943	Tandem Hendrickson HAULMAAX EX (HMX) 460 46K.	46,000
Tires	4210004	Rear Tires: Michelin X Works Z 12R22.5 16PR	54,240
Wheels	5242258	Rear Wheel: Accuride 50291 white 22.5X8.25	64,000

Requested Rear (Lbs):	40,000
Minimum:	16,000
Maximum:	40,000

The rear axle weight rating cannot exceed 40000

GROSS COMBINATION WEIGHT RATING

GCWR (lbs)	60,000
Min	56,001
Max	999,000

The Gross Combination Weight Rating cannot exceed 999000

SPEED & GRADE PERFORMANCE REPORTS

Cruise Report (Engine Fan Off)

Configuration:	T480 Series Conventional / FULL TRUCK GCW: 60000
Quote/DTPO/CO:	QUO-1078391-P5W4S8
Engine:	0130226 PACCAR PX-9 370 370@1600 1250@1200, 2024
Transmission:	2011612 Transmission: Allison 3000RDS 5-speed, With PTO
Rear Axle:	3124404 Dual Dana Spicer DSP41P Rear Axle rated at 40K.
Rear Tire:	4210004 Rear Tires: Michelin X Works Z 12R22.5 16PR : 483
Operating Conditions:	0% Rolling Resistance

Startability	
Transmission Ratio	Maximum Starting Grade
3.49	16.88
1.86	4.84

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	970	1110	1250	1250	1250	1250	1215	1143	1080	1023	971	926
Net Torque:	585	701	784	875	1008	1140	1142	1143	1145	1113	1047	989	937	890	848
Net HP:	78	107	134	167	211	260	283	305	327	339	339	339	339	339	339

RAX-Ratio: 5.57

Gear Ratios: TRN (1): 3.49															
Speed (MPH):	4.5	5.1	5.8	6.4	7.0	7.7	8.3	8.9	9.6	10.2	10.9	11.5	12.1	12.8	13.4
Grade (%):	10.1	12.3	13.9	15.6	18.2	20.8	20.9	20.9	20.9	20.3	19.0	17.9	16.8	15.9	15.1
Gear Ratios: TRN (2): 1.86															
Speed (MPH):	8.4	9.6	10.8	12.0	13.2	14.4	15.6	16.8	18.0	19.2	20.4	21.6	22.8	24.0	25.2
Grade (%):	5.0	6.1	6.9	7.9	9.2	10.5	10.5	10.6	10.6	10.3	9.6	9.0	8.5	8.0	7.6
Gear Ratios: TRN (3): 1.41															
Speed (MPH):	11.1	12.7	14.2	15.8	17.4	19.0	20.6	22.1	23.7	25.3	26.9	28.5	30.1	31.6	33.2

Grade (%):	3.6	4.4	5.1	5.7	6.7	7.8	7.8	7.8	7.8	7.5	7.0	6.6	6.2	5.9	5.5
Gear Ratios: TRN (4): 1															
Speed (MPH):	15.6	17.8	20.1	22.3	24.5	26.8	29.0	31.2	33.5	35.7	37.9	40.1	42.4	44.6	46.8
Grade (%):	2.3	2.9	3.3	3.8	4.5	5.2	5.3	5.3	5.3	5.1	4.7	4.4	4.2	3.9	3.7
Gear Ratios: TRN (5): 0.75															
Speed (MPH):	20.8	23.8	26.8	29.7	32.7	35.7	38.7	41.6	44.6	47.6	50.6	53.5	56.5	59.5	62.4
Grade (%):	1.5	2.0	2.3	2.7	3.2	3.7	3.7	3.7	3.7	3.6	3.3	3.1	2.9	2.7	2.5

Engine RPM:	700	800	900	1000	1100	1200	1300	1400	1500	1600	1700	1800	1900	2000	2100
Gross Torque:	670	790	875	970	1110	1250	1250	1250	1250	1215	1143	1080	1023	971	926
Net Torque:	585	701	784	875	1008	1140	1142	1143	1145	1113	1047	989	937	890	848
Net HP:	78	107	134	167	211	260	283	305	327	339	339	339	339	339	339

Valew Quality Truck Bodies

New 2026 Kenworth T480 6x6

Kenworth T480 Specifications:

PX9 / L9 Cummins w/ 370Hp with 1250 ft/lbs

Jacobs Engine Brake

Block heater

Allison 3000 RDS 5-Speed Automatic Transmission

16,000lb front drive axle and 40,000lb rear drive axles

2-Speed Transfer case

Interlocking Differentials

Air Brakes

Aluminum 50-gallon fuel tank, small D.E.F. tank

A/C, P/S, AM/FM Radio

Air Driver and Air Passenger suspension bucket seats

White in color

Note: See attached chassis line sheet for more detailed specs

Price \$196,000.00 plus all applicable taxes (Quotation Only)

Quote # 26T480-6x6-C



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Public Works - Solid Waste

TIME REQUIRED 20 minutes

SUBJECT Authorization for Purchase of Solid
Waste Compactor and Shredder

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

AGENDA DESCRIPTION:

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

Replacement of the current 816 Compactor located at Pumice Valley Landfill. Purchase of new Shredder.

RECOMMENDED ACTION:

Authorize the Public Works Director to purchase one new Compactor on behalf of the County in an amount not to exceed \$750,000. Second authorization to purchase one new Shredder on behalf of the County in an amount not to exceed \$560,000. Additional costs above the vendor quote are to cover incidentals such as delivery, registration, sales tax (where not included), and other similar type costs.

FISCAL IMPACT:

New Compactor will be one payment not to exceed \$750,000. The new Shredder will be one payment not to exceed \$560,000. Budget needed to acquire this equipment is included in the Department's mid-year budget request for fiscal year 2024-25.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760 709 0427 / proten@mono.ca.gov

SEND COPIES TO:

sreeves@mono.ca.gov proten@mono.ca.gov
kspears@mono.ca.gov speters@mono.ca.gov
Jcurti@mono.ca.gov

MINUTE ORDER REQUESTED:

☒ YES ☐ NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> Exhibit A Compactor Quote and Specs
<input type="checkbox"/> Exhibit B Shredder Quote and Specs

History

Time	Who	Approval
2/3/2025 8:58 AM	County Counsel	Yes
2/3/2025 10:59 AM	Finance	Yes
2/3/2025 4:01 PM	County Administrative Office	Yes



MONO COUNTY DEPARTMENT OF PUBLIC WORKS

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

Date: February 11, 2025
To: Honorable Chair and Members of the Board of Supervisors
From: Paul Roten Public Works Director
Subject: Solid Waste Compactor and Shredder Purchase Authorization

Background:

The Solid Waste Department has one compactor it utilizes at Pumice Valley Landfill. The compactor use at the landfill is providing essential daily landfill service by increasing the density of buried debris to extend landfill life. The current compactor is a 2002 model with 20,279 hours of operation which, based on this, reached the end of its useful life in 2016. Costs have increased to maintain and repair the compactor year over year and maintenance time results in the inability to perform the required services at the landfill. The landfill does not currently have a shredder. The shredder will be used for shredding commercial debris to create a more dense compaction of material buried in the landfill, to produce intermediate cover product, to reduce need for borrow material, to shred tires for intermediate cover, to eliminate the need to pay for hauling of tires, to shred wood debris which will eliminate the cost of contracting wood debris shredding that typically costs \$100,000 to \$150,000 annually, and finally to crush concrete to be used for intermediate cover or to be used for road aggregate on or offsite further. The shredder will also be transported to Walker Landfill intermittently to perform the same operations identified above. Additionally, it will be transported to Benton Crossing Landfill to support the closure cover project.

Discussion:

The Solid Waste Division is requesting to replace the compactor and to add a shredder to its equipment. These two pieces of equipment will be purchased this fiscal year. This equipment will help provide reliable service and extend the life of the landfills, aid in daily operations, and aid in the closure of Benton Crossing Landfill.

If you have any questions regarding this matter, please contact Paul Roten at (760) 932-5459.

Respectfully submitted,

Paul Roten

Paul Roten
Mono County Public Works Director

EXHIBIT A



Caterpillar 816

Airports • Campgrounds • Cemeteries • Community Centers • Engineering • Facilities • Fleet Maintenance
Parks • Roads & Bridges • Solid Waste • Surveying and Records • Sustainable Outdoors and Recreation

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(backside exhibit A)



STEVE REEVES
MONO COUNTY ROAD DEPT
PO BOX 457
BRIDGEPORT, CA 93517-0457

10/2/2024

Dear STEVE, On behalf of Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

**2024 New Caterpillar 816 Landfill Compactor
Standard Equipment**

POWERTRAIN

Advanced Productivity Electronic Control
Shifting (APECS)
Air to air aftercooler
Brakes, full hydraulic, enclosed, wet
multiple disc service brakes
Electro-hydraulic parking brake
Electronic Clutch Pressure Control
(ECPC)
Engine, CAT C7.1
Engine driven cooling fan (suction)
Fuel priming pump (electric)
Fuel to air cooler
Ground level engine shutoff
Radiator, unit core
Starting aid (ether)
Throttle lock
Transmission, planetary with 2F/2R
speed range control
Torque converter

ELECTRICAL

Alarm, back-up
Alternator, 150-amp
Batteries, maintenance free
Electrical system, 24V
Ground level lockable master disconnect
switch
Light, warning unswitched (LED strobe)
Lighting system (front & rear)

OPERATOR ENVIRONMENT (continued)

Lunch box and beverage holders
Mirror, internal (panoramic)
Mirrors, heated, rearview (externally
mounted)
Premium plus seat containing forced
air heating and cooling, 2-way thigh
adjustment, power lumbar and back
bolster adjustment, ride stiffness
adjustment, dynamic end dampening,
and leather finish
Radio, CB (ready)
Seat belt, retractable, 76mm (3"),
2-point, minder
STIC control system with lockout
Sun visor (front)
Transmission gear (indicator)
Product Link Elite:
-VIMS
-Graphical information display
-External data port
-Customizable operator profiles
-Event indicator light on rear grill
Wet-arm wipers/washers (front and rear),
intermittent wipers (front and rear)

TECHNOLOGY PRODUCTS

RADIOS

Authorization varies by country, please
contact your Cat marketing

ELECTRICAL (continued)

Starter, electric

Starting receptacle for emergency start

OPERATOR ENVIRONMENT

AccuGrade mapping (ready)

A/C with roof mounted condenser

Cab, sound-suppressed pressurized,
internal four-post rollover protective
structure (ROPS/FOPS), radio ready for
entertainment includes antenna,
speakers, converter (12-volt 10/15-amp)
and power port

Cab glass, laminated and tinted,
rubber mounted

Cab pre-cleaner, powered

Camera, rear vision

Coat and hard hat hooks

Electro-hydraulic controls
(floor mounted)

Finger tip shifting controls

Flip-up armrest

Heater and defroster

Horn, trumpet

Implement hydraulic lockout

Instrumentation, gauges:

-Engine coolant temperature

-Fuel level

-Hydraulic oil temperature

-Speedometer/Tachometer

-Torque convertor temperature

Instrumentation, warning indicators:

-Action alert system, three category

-Brake oil pressure

-Electrical system, low voltage

-Engine failure malfunction alert and
action lamp

-Parking brake status

Light, dome (cab)

TECHNOLOGY PRODUCTS (continued)

representative with questions or click
on the link below:

[https://dealer.cat.com/en/products/
technology.html](https://dealer.cat.com/en/products/technology.html)

PRODUCT LINK

Authorization varies by country, please

contact your Cat marketing
representative with questions or click
on the link below:

<https://dealer.cat.com/pl/certification>

GUARDS

Guards, axle (front and rear)

Guard, cab window

Guards, crankcase and powertrain, hinged

Guard, driveshaft

Guard, radiator

OTHER STANDARD EQUIPMENT

Doors, service access (locking)

Ecology drains for engine, radiator,
transmission, hydraulic tank

Engine, crankcase, 500 hour interval
with CJ-4 oil

Emergency egress

Fire suppression (ready)

Fuel tank, 523 L (138 gal)

Hitch, drawbar with pin

Hoses, Cat XT(TM)

Hydraulic, engine, and transmission
oil coolers

Oil change system, high speed

Oil sampling valves

Steering, load sensing

Total hydraulic filtration system

Vandalism protection caplocks

Venturi stack

Additional Configuration Included in the Sales Price:

Ref #	Description	Price
5816781	816 LANDFILL COMPACTOR	\$827,400
4466769	AXLES, NO-SPIN FRONT & REAR	\$12,080
4892327	LIGHTS, LED	\$3,010
5285687	PRODUCT LINK, SATELLITE PLE631	\$574
5682455	FAN, REVERSING	\$7,290
5993700	PRECLEANER, DUAL	\$3,750
4577889	STRIKER BARS	\$0
4466763	BULLDOZER, STRAIGHT BLADE	\$36,980
2657724	HEATER, ENGINE BLOCK, 120V	\$327
4521394	PREMIUM CORP RADIO (12V)	\$1,070
5994691	SOUND SUPPRESSION	\$3,520
4577819	WHEELS, COMBINATION TIPS	\$0
CATERPILLAR LIST PRICE		\$896,001

Pricing Summary

Caterpillar List Price:	\$896,001.00
Less OMNIA Partners Cooperative Contract #212816 Discount (12%):	(\$107,520.12)
Less Additional Empire Discount (9%):	(\$80,640.09)
Less Additional Warranty Discount (4%):	(\$35,840.04)
Less Additional Landfill Support (3%):	<u>(\$26,880.03)</u>
Sales Price:	\$645,120.72
Sales Tax (7.25%):	<u>\$46,771.25</u>
Total Price Including Sales Tax:	\$691,891.97

*To offer Mono County Empire's lowest price on the Caterpillar 816 Landfill Compactor, the pricing is based on using the OMNIA Partners Cooperative Contract # 212816.

Mono County is a member of the OMNIA Partners Cooperative. Your member number is #5050751

Warranty: Included – Caterpillar 7 year or 4,000-hour Power Train + Hydraulic + Tech Warranty. Travel time and mileage cost for warrantable repairs covered for first 12 months.

Training: On-site operating and safety training provided by CAT certified product specialist to ensure machine is run properly to reduce operating costs, reduce unnecessary machine wear and tear, maximize productivity, and increase safety awareness.

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,

Paul Murphy
Empire Southwest
Sales Account Manager
Paul.Murphy@empire-cat.com
(775) 842-3890 cell

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. By purchasing goods or services from Empire, you agree to Empire's Terms (www.empire-cat.com/sales serviceterms), which are incorporated into this quote. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

Exhibit B

TiLT Industrial Services
4629 Skyway Drive
P.O. Box 987
Olivehurst, CA 95961



COUNTY OF MONO
74 NO SCHOOL ST
BRIDGEPORT, CA 93517

Proposal No.

S1581

Date: 1/15/2025

PO#

Model	Description	List Price
PRONAR EQUIPMENT	MRW 2.75g MOBILE SLOW-SPEED SHREDDER VOLVO PENTA 7.7L 285HP STAGE V/TIER 4 FINAL TRACKED CHASSIS MACHINE REMOTE CONTROL ON-BOARD TELEMATICS CROSS BELT MAGNET MAGNETIC SEPARATOR W/HYDRAULIC REGULATION & STEERING - UPGRADED EQUIPMENT 4-POINT LED LIGHTING - UPGRADED EQUIPMENT INCLUDES TWO (2) SET OF SHAFTS - MUNICIPAL AND CONCRETE STANDARD WARRANTY - 24 MONTH OR 1500 HRS.	506,461.30
	FOB: TILT INDUSTRIAL SERVICES, OLIVEHURST, CA	
	Sales Tax	0.00
SHIPPING TO FINAL DESTINATION NOT INCLUDED **SALES TAX NOT INCLUDED**		Total \$506,461.30

Pricing proposal is valid for 30 days from the date of the Sales Proposal. Payment in full due prior to shipping.
Subject to TiLT's Terms and Conditions of Sale, and warranty documentation. **Intention to purchase and receive Final Sales Agreement**
UPON APPROVAL, THE ABOVE PRICES, SPECIFICATIONS, AND ATTACHED TERMS AND CONDITIONS ARE HEREBY ACCEPTED.

Signature: _____ Title: _____
Date: _____

TiLT Industrial Services - Sales & Service - 888-274-5705
tiltindustrial.com

SLOW SPEED SHREDDER

Pronar | MRW 2.75g

- Tracked chassis
- Easy-to-access service areas
- Remote operation
- Class leading fuel-efficiency and capacity
- On-board telematics—standard!
- Incredible material throughput
- Cross belt magnet
- Volvo Penta 5.1l, 240HP (175 kW) Stage V/Tier 4 Final



VERSATILE SHREDDING

The Pronar MRW 2.75g slow-speed two-shaft shredder is an industrial machine tailored to companies that need compact equipment. There are multiple easy to replace shafts available for this shredder, specializing it for a array of materials. This compact beast specializes in concrete reduction and has a high discharge feeder making it the ideal addition to your workforce.



CONTACT YOUR TILT INDUSTRIAL SERVICES SALES REP TODAY

www.tiltindustrial.com



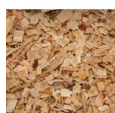
4629 Skyway Drive
Olivehurst, CA 95961
(888) 274-5705

ADDITIONAL PRODUCT DETAILS

TECHNICAL SPECIFICATIONS	MRW 2.65g	MRW 2.75g
Dimensions (L x W x H)	274" x 90" x 104"	261" x 98" x 118"
Fuel Tank Size	105 gallon (400L)	105 gallon (400L)
Loading Height	98"	108"
Working Shaft	61" x 27"	63" x 92"
Engine	Volvo Penta 5.1l, 240HP (175 kW) Stage V/Tier 4 Final	Volvo Penta 7.7l, 285HP (210 kW) Stage V/Tier 4 Final

APPLICATIONS

- Concrete & Asphalt
- Waste wood & railway ties
- Green waste
- Tires
- Construction waste
- Demolition material
- Paper rolls
- Mattresses
- Plastics
- Films
- All kinds of domestic, industrial, or bulky waste



SERVICE & SUPPORT



TiLT Industrial Services is committed to providing exceptional service and support to our customers to ensure they have all the tools and resources needed to be successful in their industry. From genuine OEM parts with expedited shipping to technician training, certifications, service escalation, and marketing, TiLT Industrial Services provides hands-on support you can count on when you need it all backed by a robust warranty.

All Pronar machinery comes with a robust, class-leading warranty. The MRW 2.65g has a **24-month or 1500 hour limited warranty**.

MRW 2.75g Performance Specs

Max. Shaft Speed	37/42 RPM
Hopper Volume	88 Cu/Ft
Throughput	Up to 40 t/hr
Shred Size	6" to >24"
Machine Weight	36,383 lbs

CALL TO BOOK A DEMO TODAY • 1-888-274-5705



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE February 11, 2025

Departments: Public Works

TIME REQUIRED 5 minutes

SUBJECT Mono County Jail Update

**PERSONS
APPEARING
BEFORE THE
BOARD**

Paul Roten, Public Works Director

AGENDA DESCRIPTION:

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

Mono County Jail update.

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Paul Roten

PHONE/EMAIL: 760-709-0427 / proten@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

☐ YES ☒ NO

ATTACHMENTS:

Click to download

[Jail Presentation](#)

History

Time	Who	Approval
1/27/2025 4:58 PM	County Counsel	Yes
2/3/2025 10:44 AM	Finance	Yes
2/3/2025 4:01 PM	County Administrative Office	Yes

Mono County Jail Update

February 11th, 2025

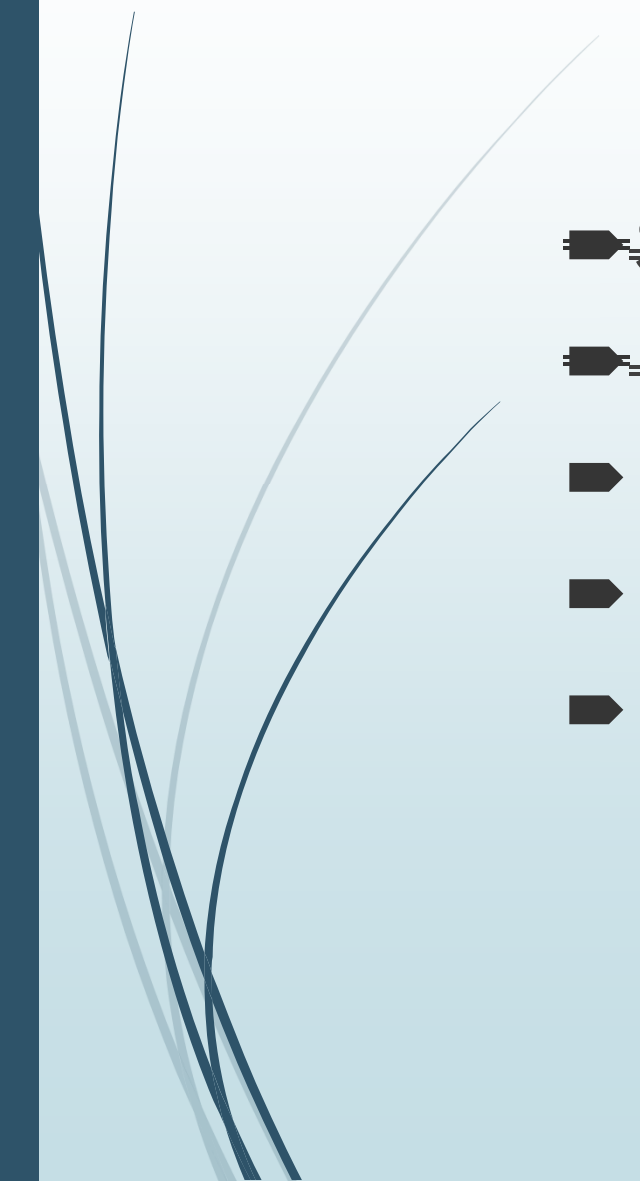


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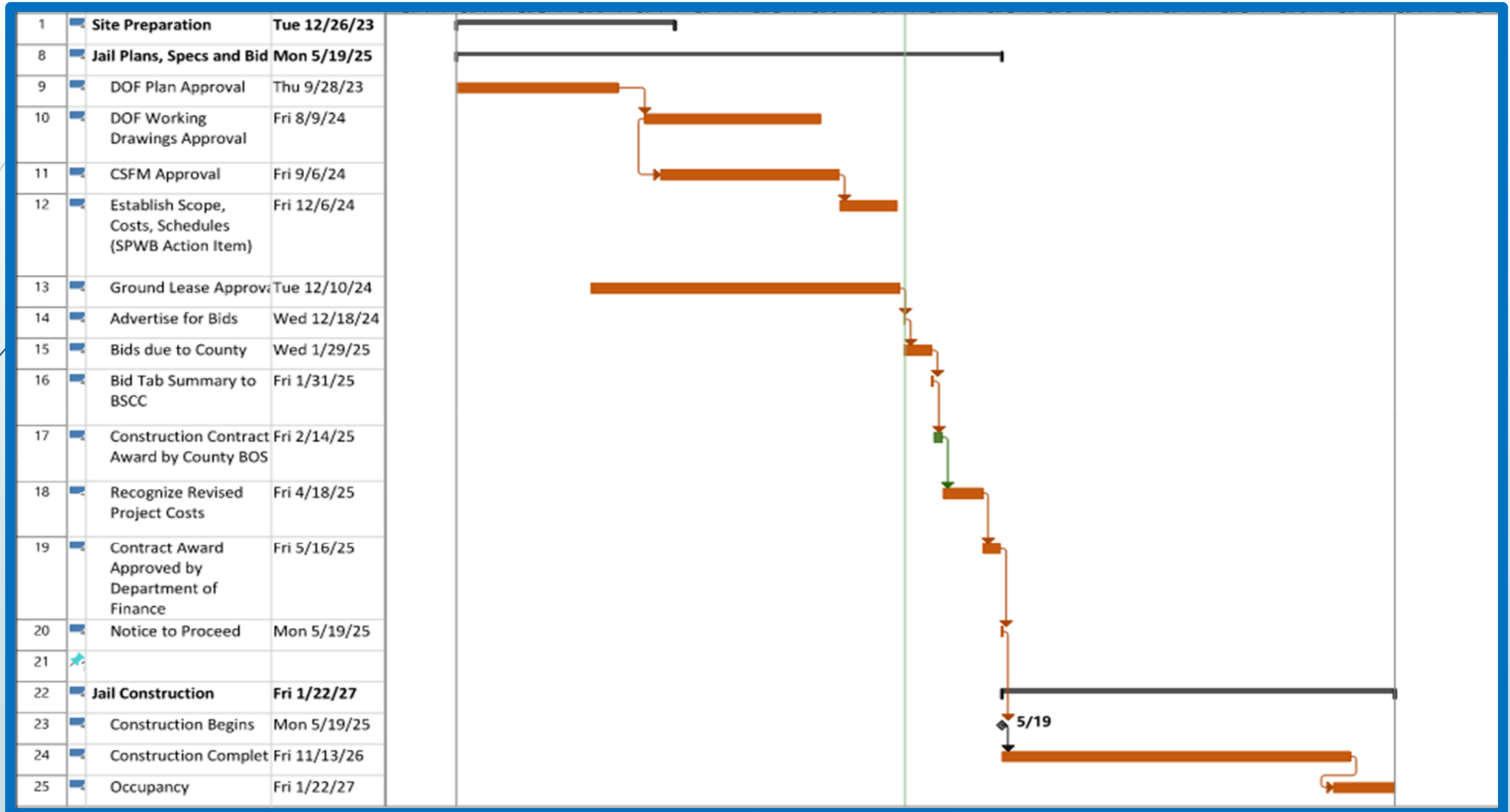




Mono County Jail Update

- ~~■ Site Preparation (Done)~~
 - ~~■ Design Complete~~
 - Project Schedule
 - Present work tasks
 - Next steps - Challenges
- 

Mono County Jail Schedule





Present Work Task Process

State Agencies Involved in Process:

- ~~■ Office of the State Fire Marshal (Complete)~~
- Board of State and Community Corrections (BSCC) – Helping us through the process
- State Department of General Services (DGS Real Estate Services Branch)
- Department of Finance (DOF) and State Public Works Board (SPWB)



State Department of General Services – Real Estate Services Branch

- **Department of General Services Lease Agreement under review with the DGS and BSCC as well as County Counsel**
- Board action to adopt above resolution once approved.
- The documents are presently under review, and we expect to be bringing those forward for signature in early December.



Department of Finance (DOF)

- **Match fund assurances resolution under review with County Counsel, Department of Finance and BSCC**
- We have worked with the BSCC to verify that funds will be available.
- Board item to adopt above resolution
 - This will be done after we receive bids and know exactly the amount to be approved.

Funding Commitment

	R22-21 (3-1-2022)	R22-124 (11-8-2022)	Anticipated (March 2025)	Anticipated Funding Gap
Total Project Cost	\$31,717,355	\$33,708,998	\$40,504,344	\$6,795,346
SB 844	\$25,000,000	\$25,000,000	\$25,000,000	--
Local Match	\$6,717,355	\$9,508,998	\$15,828,344	\$6,795,346
	\$31,717,355	\$33,708,998	\$40,504,344	\$6,795,346



Bid Award Process

- **Finalize Bid Package**
- **Working with County Counsel and BSCC on Award Board Resolution language**
- Board action requesting Authorization to bid – expected Early December, immediately after ground lease signatures.
- Bid Process
- Board action accepting the above Resolution for Authorization to Award with Signatory authority
- BSCC and DOF Authorization to AWARD (now estimated at 90 days)
- Issuance of Notice to Proceed
- Construction begins - Likely in May or June of 2025

A dark grey arrow points right from the left edge. Several thin, curved lines in shades of blue and grey sweep across the left side of the slide.

Questions?

A 3D architectural rendering of a baseball field. In the foreground is a green grassy area. A chain-link fence runs across the middle ground, separating the grass from the field. Behind the fence is a baseball diamond with a light-colored infield. In the background is a long, low building with a grey facade and dark roof, likely a school or community center. The sky is blue with wispy clouds. The entire scene is framed within a rounded rectangle.