



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Teleconference Only - No Physical Location

Regular Meeting August 18, 2020

TELECONFERENCE INFORMATION

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

Important Notice to the Public Regarding COVID-19

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

1. Joining via Zoom

There is no physical location of the meeting open to the public. You may participate in the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/97481426341>

Or visit <https://www.zoom.us/> click on "Join A Meeting" and use the Zoom Meeting ID 974 8142 6341.

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

To join the meeting by telephone:

Dial (669) 900-6833, then enter Webinar ID 974 8142 6341.

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

2. Viewing the Live Stream

If you are unable to join the Zoom Webinar of the Board meeting you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=759e238f-a489-40a3-ac0e-a4e4ae90735d

NOTE: In compliance with the Americans with Disabilities Act if you need special assistance to participate in this meeting, please contact Shannon Kendall, Clerk of the Board, at (760) 932-5533. Notification 48 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility to this meeting (See 42 USCS 12132, 28CFR 35.130).

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

UNLESS OTHERWISE SPECIFIED BY TIME, ITEMS SCHEDULED FOR EITHER THE MORNING OR AFTERNOON SESSIONS WILL BE HEARD ACCORDING TO AVAILABLE TIME AND PRESENCE OF

INTERESTED PERSONS. PUBLIC MAY COMMENT ON AGENDA ITEMS AT THE TIME THE ITEM IS HEARD.

9:00 AM Call meeting to Order

Pledge of Allegiance

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

2. RECOGNITIONS

A. Recognition of Antelope Valley Fire Chief and Regional Planning Advisory Committee Chair Mike Curti

Departments: Board of Supervisors

10 minutes

(Supervisor Peters) - Proposed resolution in appreciation and recognition of Mike Curti, Antelope Valley Fire Chief and Regional Planning Advisory Committee Chair, who will be retiring.

Recommended Action: Adopt resolution in appreciation and recognition of Mike Curti.

Fiscal Impact: None.

3. COUNTY ADMINISTRATIVE OFFICE

CAO Report regarding Board Assignments

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

4. DEPARTMENT/COMMISSION REPORTS

5. CONSENT AGENDA

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

A. Reappointment of Richard Liebersbach to Assessment Appeals Board

Departments: Clerk of the Board

Richard Liebersbach has been a member of the Assessment Appeals Board since 2005. His current term expires on August 31, 2020.

Recommended Action: Reappoint Richard Liebersbach to the Assessment Appeals Board for a three-year term, effective September 1, 2020 through August 31, 2023.

Fiscal Impact: None.

B. Contract with Tarzana Treatment Centers for the Provision of Substance Use Disorder Treatment Services

Departments: Behavioral Health

Proposed contract with Tarzana Treatment Centers for the Provision of Substance Use Disorder Treatment Services.

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

Fiscal Impact: Total payments to the contractor by the County will not exceed \$100,000 in any 12 month period. This service is paid for by the Substance Abuse Block Grant.

C. Reappointment to First 5 Mono County Children and Families Commission

Departments: First 5

Request for Board of Supervisors to reappoint Patricia Robertson to the First 5 Mono County Children and Families Commission.

Recommended Action: Reappoint Patricia Robertson to the Mono County Children and Families Commission to serve a second three-year term expiring May 1, 2023. In accordance with Chapter 7.90 of the Mono County Code, Ms. Robertson, as the Director of Mammoth Lakes Housing, wishes to serve under the membership category: representative of a community-based organization that has the goal of promoting or nurturing early childhood development.

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. Federal Energy Regulatory Commission Letter re: Request for an Extension of Time to Submit Part 12 Recommendations 9-12 for the Tioga Project

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, granting a request for an extension of time to submit Part 12 Recommendations 9-12 for the Tioga Project, FERC No. 1388.

B. Statewide COVID-19 Racial Disparity Task Force Letter

A letter from ACLU of Northern California urging each county across the state to create a task force which will be designated to addressing the racial/ethnic disparities in COVID-19 data collection, impacts, and outcomes and includes membership from Black, Indigenous, and Latinx led community organizations.

7. REGULAR AGENDA - MORNING

A. Eastern Sierra Climate and Communities Resilience Project

Departments: Board of Supervisors

30 minutes

(Stacy Corless) - Presentation by Janet Hatfield of Plumas Corporation on the Eastern Sierra Climate and Communities Resilience Project. This fuels reduction and wildfire prevention project, currently in the planning stage, will treat 55,000 acres of land on the Inyo National Forest around Mammoth Lakes in Mono County.

Recommended Action: None, discussion only.

Fiscal Impact: None.

B. Appeal of Planning Commission's Approval of Use Permit 20-001/Barter for a Short-Term Rental in Swall Meadows

Departments: Community Development - Planning

15 minutes

(Kelly Karl) - Appeal by Amy Motroni & Pete Peterson of the Planning Commission's approval of Use Permit 20-001/Barter for an owner-occupied short-term rental in Swall Meadows.

Recommended Action: Adopt Resolution 20-____ granting the appeal and denying Use Permit 20-001/Barter and reversing the Planning Commission's May 21, 2020 decision.

Fiscal Impact: None.

C. Ordinance Prohibiting Short-Term Rentals in the Community of Swall Meadows

Departments: Community Development - Planning

10 minutes

(Kelly Karl) - Proposed Ordinance of the Mono County Board of Supervisors prohibiting Short-Term Rentals in Swall Meadows.

Recommended Action: Introduce, read title and waive further reading of proposed Ordinance 20-____, prohibiting owner-occupied short-term rentals in Swall Meadows, direct staff to make any desired modifications.

Fiscal Impact: None.

D. Appointment to Mono County Economic Development, Tourism and Film Commission

Departments: Economic Development

5 minutes

(Alicia Vennos) - Appointment of Scott Burkhard to the Economic Development, Tourism and Film Commission for a 4-year term from August 18, 2020 through June 30, 2024.

Recommended Action: Appoint Scott Burkhard to the Economic Development, Tourism and Film Commission for a 4-year term from August 18 through June 30, 2024.

Fiscal Impact: None.

E. COVID-19 (Coronavirus) Update

Departments: CAO

Item will start at approximately 10:30 AM

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

Recommended Action: None, informational only.

Fiscal Impact: None.

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

9. CLOSED SESSION

A. Closed Session - Public Employee Evaluation

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

B. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local

39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO).
Unrepresented employees: All.

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

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

11. REGULAR AGENDA - AFTERNOON

A. Application for Community Development Block Grant (CDBG) CARES Act Funds

Departments: Economic Development
20 minutes

(Jeff Simpson) - Public hearing regarding request to approve by resolution an application for Community Development Block Grant (CDBG) Cares Act Funds in the amount of \$64,484 for a Microenterprise Financial and Technical Assistance Program.

Recommended Action: Conduct public hearing. Consider and approve an application for Community Development Block Grant (CDBG) Cares Act Funds in the amount of \$64,484 for a Microenterprise Financial and Technical Assistance Program. Provide any desired direction to staff.

Fiscal Impact: Up to and not to exceed \$2,500 for a consultant to assist with the application and documents. The grant funds, if awarded, are not included in the FY 2020-21 recommended budget at this time.

12. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: Board of Supervisors

TIME REQUIRED 10 minutes

PERSONS APPEARING BEFORE THE BOARD Supervisor Peters

SUBJECT Recognition of Antelope Valley Fire Chief and Regional Planning Advisory Committee Chair Mike Curti

AGENDA DESCRIPTION:

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

Proposed resolution in appreciation and recognition of Mike Curti, Antelope Valley Fire Chief and Regional Planning Advisory Committee Chair, who will be retiring.

RECOMMENDED ACTION:

Adopt resolution in appreciation and recognition of Mike Curti.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: x5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> Mike Curti Proclamation</p>
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History

Time	Who	Approval
8/14/2020 9:17 AM	County Administrative Office	Yes
8/13/2020 1:17 PM	County Counsel	Yes
8/13/2020 4:07 PM	Finance	Yes



MONO COUNTY BOARD OF SUPERVISORS PROCLAMATION OF APPRECIATION FOR MIKE CURTI

WHEREAS, Mike Curti moved with his family, wife Judy and children Kym and Nico to the Antelope Valley and began ranching on his family's properties in 1992; and

WHEREAS, Mike began to get involved in community civic groups and volunteered his time with the local schools and groups such as the Antelope Valley Lions Club and the Antelope Valley Regional Planning Advisory Committee; and

WHEREAS, Mike and his family's ranch and residence became the staging area for the 2002 Cannon Fire and hosted the Incident Command and the many firefighters for close to one month; and

WHEREAS, having a piqued interest in firefighting and the Volunteer Antelope Valley Fire Protection District after the Cannon Fire, Mike became a Fire Commissioner in 2005; and

WHEREAS, Mike then joined the Antelope Valley Fire Protection District as a volunteer firefighter in 2006; and

WHEREAS, the following year in 2007 Mike was appointed Assistant Fire Chief; and

WHEREAS, in 2010 Mike was named Fire Chief and was instrumental in a multitude of improvements to public safety and fire protection in Antelope Valley and Mono County, including the moving of the fire department to the current station on Larson Lane, which is central to protecting the valley, as well as the providing of upgrades in equipment, facilities, and training; and

WHEREAS, in 2020 Chief Mike Curti resigned from the Fire Department and Antelope Valley Regional Planning Advisory Committee (RPAC) to spend more time with his family and to continue to work on the family ranch; and

NOW, THEREFORE, the Mono County Board of Supervisors recognizes Chief Curti for his years of dedication and service to the people of Antelope Valley and Mono County.

APPROVED AND ADOPTED this 18th day of August, 2020, by the Mono County Board of Supervisors.

Jennifer Kreitz, Supervisor District #1

Fred Stump, Supervisor District #2

Bob Gardner, Supervisor District #3

John Peters, Supervisor District #4

Stacy Corless, Supervisor District #5



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Reappointment of Richard
Liebersbach to Assessment Appeals
Board

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Richard Liebersbach has been a member of the Assessment Appeals Board since 2005. His current term expires on August 31, 2020.

RECOMMENDED ACTION:

Reappoint Richard Liebersbach to the Assessment Appeals Board for a three-year term, effective September 1, 2020 through August 31, 2023.

FISCAL IMPACT:

None.

CONTACT NAME: Queenie Barnard

PHONE/EMAIL: 5534 / qbarnard@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/14/2020 9:17 AM	County Administrative Office	Yes
8/7/2020 8:51 AM	County Counsel	Yes

8/6/2020 4:47 PM

Finance

Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: Behavioral Health

TIME REQUIRED

SUBJECT Contract with Tarzana Treatment Centers for the Provision of Substance Use Disorder Treatment Services

PERSONS APPEARING BEFORE THE BOARD

AGENDA DESCRIPTION:

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

Proposed contract with Tarzana Treatment Centers for the Provision of Substance Use Disorder Treatment Services.

RECOMMENDED ACTION:

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

FISCAL IMPACT:

Total payments to the contractor by the County will not exceed \$100,000 in any 12 month period. This service is paid for by the Substance Abuse Block Grant.

CONTACT NAME: Robin Roberts

PHONE/EMAIL: 760-924-1740 / rroberts@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Contract

History

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes

8/11/2020 4:53 PM

County Counsel

Yes

8/6/2020 4:48 PM

Finance

Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Robin Roberts, Mono County Behavioral Health, Director

DATE: June 22, 2020

SUBJECT:

Contract with Tarzana Treatment Centers for the Provision of Substance Use Disorder Treatment Services

RECOMMENDED ACTION:

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

DISCUSSION:

Tarzana Treatment Centers is a full-service behavioral healthcare organization that provides high quality, cost-effective substance abuse and mental health treatment to adults and youth. Mono County Behavioral Health uses Tarzana Treatment Centers for their residential, in-patient alcohol and drug treatment, including treatment for adolescents, women with children, and adults. Mono County Behavioral Health has successfully contracted with Tarzana Treatment Centers since 2016.

FISCAL IMPACT:

Total payments to the contractor by the County will not exceed \$100,000 in any 12 month period. This service is paid for by the Substance Abuse Block Grant.

SUBMITTED BY:

Robin Roberts, Mono County Behavioral Health Director, Contact: 760.924.1740

**AGREEMENT BETWEEN COUNTY OF MONO
AND TARZANA TREATMENT CENTERS, INC.
FOR THE PROVISION OF RESIDENTIAL SERVICES**

INTRODUCTION

WHEREAS, the County of Mono (hereinafter referred to as "County") may have the need for the residential services of Tarzana Treatment Centers, Inc. (TTC), of Tarzana, California (hereinafter referred to as "Contractor"), and in consideration of the mutual promises, covenants, terms and conditions hereinafter contained, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. SCOPE OF WORK

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

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

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

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

2. TERM

The term of this Agreement shall be from July 1, 2020, to June 30, 2021, unless sooner terminated as provided below.

3. CONSIDERATION

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

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

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

D. Limit upon amount payable under Agreement. **The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed one hundred thousand dollars (\$100,000.00) (hereinafter referred to as "Contract Limit").** County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

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

F. Federal and State Taxes.

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

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

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

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

4. WORK SCHEDULE

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

5. REQUIRED LICENSES, CERTIFICATES, AND PERMITS

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

6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC

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

7. COUNTY PROPERTY

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

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

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

8. WORKERS' COMPENSATION

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

9. INSURANCE

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

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

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

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

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

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

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

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

10. STATUS OF CONTRACTOR

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

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

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

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

11. DEFENSE AND INDEMNIFICATION

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

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

12. RECORDS AND AUDIT

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

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

13. NONDISCRIMINATION

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

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

14. TERMINATION

This Agreement may be terminated by County without cause, and at will, for any reason by giving to Contractor thirty (30) calendar days written notice of such intent to terminate. Contractor may terminate this Agreement without cause, and at will, for any reason whatsoever by giving to County thirty (30) calendar days written notice of such intent to terminate.

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

15. ASSIGNMENT

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

16. DEFAULT

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

17. WAIVER OF DEFAULT

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

18. CONFIDENTIALITY

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

19. CONFLICTS

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

20. POST-AGREEMENT COVENANT

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

21. SEVERABILITY

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

22. FUNDING LIMITATION

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

23. AMENDMENT

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

24. NOTICE

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

County of Mono:
Robin K. Roberts, Director
Mono County Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546
760-924-1740

Contractor:
Tarzana Treatment Centers, Inc.
18646 Oxnard Street
Tarzana, CA 90356
818-996-1051
818-654-3815 Administration

25. COUNTERPARTS

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

26. ENTIRE AGREEMENT

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

IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS THIS ____ DAY OF _____, _____.

COUNTY OF MONO

CONTRACTOR

By: _____

By: _____

Title: _____

Title: _____

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

APPROVED BY RISK MANAGEMENT:

Risk Manager

ATTACHMENT A

AGREEMENT BETWEEN COUNTY OF MONO AND TARZANA TREATMENT CENTERS, INC. FOR THE PROVISION OF RESIDENTIAL SERVICES

TERM:

FROM: July 1, 2020 TO: June 30, 2021

SCOPE OF WORK:

Tarzana Treatment Centers, Inc. (TTC) provides the full continuum of substance use disorder (SUD) treatment services to adults and adolescents, including inpatient medical detoxification, residential detoxification, psychiatric stabilization, residential and outpatient rehabilitation. TTC also provides Medications for Addiction Treatment (MAT) services and has two sites that are licensed as Narcotic Treatment Programs (NTP)/ Opioid Treatment Programs (OTP). Additionally, TTC offers mental health services to adults and adolescents and other supportive services including housing, benefits assistance and transportation. Guided by population-health metrics and patient-centered care standards, TTC delivers integrated services that are coordinated, comprehensive and team based. All patients are screened and assessed for medical and behavioral health conditions and receive whole-person care guided by an integrated treatment plan.

1. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this Contract in any manner.

2. Hatch Act

County agrees to comply with the provisions of the Hatch Act (USC, Title 5, Part III, Subpart F., Chapter 73, Subchapter III), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

3. No Unlawful Use or Unlawful Use Messages Regarding Drugs

County agrees that information produced through these funds, and which pertains to drugs and alcohol-related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol-related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC, Division 10.7, Chapter 1429, Sections 11999-11999.3). By signing this Enclosure, County agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

4. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

5. Debarment and Suspension

County shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The County shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a County subcontracts or employs an excluded party, DHCS has the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

6. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

7. Health Insurance Portability and Accountability Act (HIPAA) of 1996

All work performed under this Contract is subject to HIPAA, County shall perform the work in compliance with all applicable provisions of HIPAA. As identified in

Exhibit 8, DHCS and County shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit 8 for additional information.

A. Trading Partner Requirements

1. No Changes. County hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 162.915 (a)).
2. No Additions. County hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 CFR 162.915 (b)).
3. No Unauthorized Uses. County hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications (45 CFR 162.915 (c)).
4. No Changes to Meaning or Intent. County hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard’s implementation specification (45 CFR 162.915 (d)).

B. Concurrence for Test Modifications to HHS Transaction Standards

County agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, County agrees that it will participate in such test modifications.

C. Adequate Testing

County is responsible to adequately test all business rules appropriate to their types and specialties. If the County is acting as a clearinghouse for enrolled providers, County has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

D. Deficiencies

County agrees to correct transactions, errors, or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled

provider if the County is acting as a clearinghouse for that provider. When County is a clearinghouse, County agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

E. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Contract for at least the current billing period or any appeal period, whichever is longer.

F. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Contract. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

8. Nondiscrimination and Institutional Safeguards for Religious Providers

County shall establish such processes and procedures as necessary to comply with the provisions of USC, Title 42, Section 300x-65 and CFR, Title 42, Part 54.

9. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR, Title 9, Division 4, Chapter 8.

10. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Contract shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards as outlined online at:

<https://minorityhealth.hhs.gov/omh/browse.aspx?lvl=2&lvlid=53>

11. Intravenous Drug Use (IVDU) Treatment

County shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment (42 USC 300x-23 (45 CFR 96.126(e))).

12. Tuberculosis Treatment

County shall ensure the following related to Tuberculosis (TB):

- A. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
- B. Reduce barriers to patients' accepting TB treatment.
- C. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

13. Trafficking Victims Protection Act of 2000

County and its subcontractors that provide services covered by this Contract shall comply with the Trafficking Victims Protection Act of 2000 (USC, Title 22, Chapter 78, Section 7104) as amended by section 1702 of Pub. L. 112-239.

14. Tribal Communities and Organizations

County shall regularly review population information available through Census, compare to information obtained in the California Outcome Measurement System for Treatment (CalOMS-Tx) to determine whether the population is being reached, and survey Tribal representatives for insight in potential barriers to the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area. Contractor shall also engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness, and accessibility of services available to AI/NA communities within the County.

15. Participation of County Behavioral Health Director's Association of California

The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

The County AOD Program Administrator shall attend any special meetings called by the Director of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.

16. Youth Treatment Guidelines

County must comply with DHCS guidelines in developing and implementing youth treatment programs funded under this Enclosure, until new Youth Treatment Guidelines are established and adopted. Youth Treatment Guidelines are posted online at:

<https://www.dhcs.ca.gov/individuals/Pages/youthsudservices.aspx>

17. Byrd Anti-Lobbying Amendment (31 USC 1352)

County certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer 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. County shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

18. Nondiscrimination in Employment and Services

County certifies that under the laws of the United States and the State of California, County will not unlawfully discriminate against any person.

19. Federal Law Requirements:

- A. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally-funded programs.
- B. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
- C. Age Discrimination Act of 1975 (45 CFR Part 90), as amended 42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
- D. Age Discrimination in Employment Act (29 CFR Part 1625).
- E. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

- F. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
- G. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
- H. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of individuals with disabilities.
- I. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
- J. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
- K. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
- L. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

20. State Law Requirements:

- A. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 7285.0 et seq.).
- B. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
- C. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 13000.
- D. No federal funds shall be used by the County or its subcontractors for sectarian worship, instruction, or proselytization. No federal funds shall be used by the County or its subcontractors to provide direct, immediate, or substantial support to any religious activity.
- E. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

21. Additional Contract Restrictions

This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments that affect the provisions, terms, or funding of this Contract in any manner.

22. Information Access for Individuals with Limited English Proficiency

- A. County shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
- B. County shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, or (d) video remote language interpreting services.

23. Subcontract Provisions

County shall include all of the foregoing Part II general provisions in all of its subcontracts.

Documents Incorporated By Reference

All SABG documents incorporated by reference into this contract may not be physically attached to the contract, but can be found at DHCS' website:

<https://www.dhcs.ca.gov/provgovpart/Pages/SAPT-Block-Grant-Contracts.aspx>

1. Reporting Requirement Matrix - County Submission Requirements for the Department of Health Care Services
2. Minimum Quality Drug Treatment Standards for SABG
3. Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix
4. SAPT Authorized and Restricted Expenditures Information (April 2017)

ATTACHMENT B

**AGREEMENT BETWEEN COUNTY OF MONO
AND TARZANA TREATMENT CENTERS, INC.
FOR THE PROVISION OF RESIDENTIAL SERVICES**

TERM:

FROM: July 1, 2020 TO: June 30, 2021

**SCHEDULE OF FEES:
Tarzana Treatment Centers, Inc.**

Level of Care	Clinical Day Rate	Room & Board (Day Rate)	Case Management Rate 15-Minute Increment
Low Intensity Residential Adult (ASAM 3.1)	\$174.69	\$25.00	\$35.75
High Intensity Residential Adult – Population Specific (ASAM 3.3)	\$219.24	\$25.00	\$35.75
High Intensity Residential Adult- Non-Population Specific (ASAM 3.5)	\$198.84	\$25.00	\$35.75
High Intensity Residential – Youth (ASAM 3.5)	\$203.09	\$25.00	\$36.52
Residential Withdrawal Management –Clinically Managed (ASAM 3.2- WM)	\$338.01	\$25.00	\$35.75
Inpatient Withdrawal Management-Medically Monitored (ASAM 3.7)	\$739.23	\$25.00	\$35.75
Inpatient Withdrawal Management- Medically Managed (ASAM 4.0)	\$785.43	\$25.00	\$35.75

Proposed rates include room and board. All case management services are up to a maximum of 10 hours per month based on patient need.

Tarzana Treatment Centers, Inc. is accredited by the Joint Commission. Our inpatient unit is licensed as an Acute Psychiatric Hospital and is Medicare certified. Our residential facilities are Medi-Cal certified.

SCHEDULE OF FEES:

ASAM 1-OTP: Opioid Treatment Program (OTP)

Patients being referred to an inpatient or residential SUD treatment episode who also need access to Medications for Addiction Treatment (MAT) services would be concurrently enrolled in an ASAM 1.0 OTP while in TTC's care. As part of our discharge planning, TTC will ensure that patients are referred and linked to MAT services back in the county of origin.

ASAM 1-OTP/ Medications for Addiction Treatment	Rate
Screening	\$15.00/ 10-minute increment
Assessment/ Intake	\$16.65/ 10-minute increment
Treatment Plan	\$16.65/ 10-minute increment
Patient Education	\$3.80/ 10-minute increment
Individual Counseling	\$16.65/ 10-minute increment
Crisis Intervention	\$16.65/ 10-minute increment
Collateral Services	\$16.65/ 10-minute increment
Medication Services (MAT)	\$16.65/ 10-minute increment
Methadone	\$14.20/ Daily
Naltrexone	\$19.06/ per Face-to-Face Visit
Buprenorphine	\$29.06/ Daily
Naloxone	\$144.66/ per two (2) units

See Attachment B1, incorporated herein by this reference (optional).

EXHIBIT 8

AGREEMENT BETWEEN COUNTY OF MONO AND TARZANA TREATMENT CENTERS, INC. FOR THE PROVISION OF RESIDENTIAL SERVICES

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Attachment shall constitute the Business Associate Agreement (the "Agreement") between TARZANA TREATMENT CENTERS, INC., (the "Business Associate") and the County of Mono (the "Covered Entity"), and applies to the functions Business Associate will perform on behalf of Covered Entity (collectively, "Services"), that are identified in the Master Agreement (as defined below).

- 1. Purpose.** This Agreement is intended to ensure that the Business Associate will establish and implement appropriate privacy and security safeguards with respect to "Protected Health Information" (as defined below) that the Business Associate may create, receive, use, or disclose in connection with the Services to be provided by the Business Associate to the Covered Entity, and that such safeguards will be consistent with the standards set forth in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA") as amended by the Health Information Technology for Economic and Clinical Health Act as set forth in Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 ("HITECH Act").
- 2. Regulatory References.** All references to regulatory Sections, Parts and Subparts in this Agreement are to Title 45 of the Code of Federal Regulations as in effect or as amended, and for which compliance is required, unless otherwise specified.
- 3. Definitions.** Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms defined in Sections 160.103, 164.304 and 164.501.

 - (a) Business Associate. "Business Associate" shall mean the party identified above as the "Business Associate".
 - (b) Breach. "Breach" shall have the same meaning as the term "breach" in Section 164.402.
 - (c) Covered Entity. "Covered Entity" shall mean the County of Mono, a hybrid entity, and its designated covered components, which are subject to the Standards for Privacy and Security of Individually Identifiable Health Information set forth in Parts 160 and 164.
 - (d) Designated Record Set. "Designated Record Set" shall have the same meaning as the term "designated record set" in Section 164.501.
 - (e) Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") is a subset of Protected Health Information and means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
 - (f) Individual. "Individual" shall have the same meaning as the term "Individual" in Section 160.103 and shall include a person who qualifies as a personal representative in

accordance with Section 164.502(g).

(g) Master Agreement. "Master Agreement" shall mean the contract or other agreement to which this Attachment is attached and made a part of.

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

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

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

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

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

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

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

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

4. Compliance with the HIPAA Privacy and Security Rules.

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

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

5. Permitted Uses and Disclosures.

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

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

(c) Except as otherwise limited in this Agreement, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

6. Appropriate Safeguards.

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

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

7. Reporting Unauthorized Uses and Disclosures.

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

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

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

subcontractor, agent or other representative of the Business Associate.

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

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

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

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

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

9. Indemnification.

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

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

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

10. Individuals' Rights.

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

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

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

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

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

11. Obligations of Covered Entity.

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

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

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

12. Agents and Subcontractors of Business Associate.

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

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

13. Audit, Inspection, and Enforcement.

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

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

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

15. Term and Termination.

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

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

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

16. Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity and Business Associate to comply with the requirements of the HIPAA Privacy and Security Rules and the HITECH Act.

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

18. Notices.

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

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

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

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

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

19. Lost Revenues; Penalties/Fines.

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

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

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



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: First 5

TIME REQUIRED

SUBJECT Reappointment to First 5 Mono
County Children and Families
Commission

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Request for Board of Supervisors to reappoint Patricia Robertson to the First 5 Mono County Children and Families Commission.

RECOMMENDED ACTION:

Reappoint Patricia Robertson to the Mono County Children and Families Commission to serve a second three-year term expiring May 1, 2023. In accordance with Chapter 7.90 of the Mono County Code, Ms. Robertson, as the Director of Mammoth Lakes Housing, wishes to serve under the membership category: representative of a community-based organization that has the goal of promoting or nurturing early childhood development.

FISCAL IMPACT:

None.

CONTACT NAME: Molly DesBaillets, First 5 Executive Director

PHONE/EMAIL: 760-924-7626 / mdesbaillets@monocoe.org

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[Reappointment Request](#)

History

Time

8/14/2020 9:17 AM

Who

County Administrative Office

Approval

Yes

8/11/2020 4:52 PM

County Counsel

Yes

8/6/2020 4:50 PM

Finance

Yes



Bob Gardner
Commission Chair
Mono County Board of
Supervisors

Stacey Adler, PhD
Commission Vice-Chair
Mono County Superintendent
of Schools

Jeanne Sassin
Commission Secretary
Teacher
Lee Vining Elementary School

Dr. Tom Boo
Mono County Health Officer

Dr. Kristin Collins
Pediatrician
Mammoth Hospital

Michelle Raust
Program Manager, Child and
Adult Services
Mono County Department of
Social Services

Patricia Robertson
Executive Director
Mammoth Lakes Housing

Date: August 18th, 2020

To: Honorable Board of Supervisors

From: Molly DesBaillets, Executive Director First 5 Mono County

Subject: Reappointment of Patricia Robertson to the First 5 Mono County
Children and Families Commission

Recommended Action:

Reappoint Patricia Robertson to the Mono County Children and Families
Commission to serve a second three-year term expiring May 1, 2023.

Discussion:

On behalf of the Mono County Children and Families Commission, I respectfully
request the Board of Supervisors to appoint Patricia Robertson to the First 5
Mono County Children and Families Commission.

In accordance with Mono County Code, Ms. Robertson as the Director of
Mammoth Lakes Housing wishes to serve under the membership category:
*representative of a community-based organization that has the goal of promoting or
nurturing early childhood development.*

Fiscal Impact:

None

*Providing leadership in sustaining a network of support for all children, ages 0 through 5 years, and their families. Partnering with the
community to improve outcomes in children's health, safety and learning.*

P.O. Box 130 ♦ Mammoth Lakes, CA 93546
760-924-7626 ♦ mdesbaillets@monocoe.org monokids.org



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

TIME REQUIRED

SUBJECT

Federal Energy Regulatory
Commission Letter re: Request for an
Extension of Time to Submit Part 12
Recommendations 9-12 for the Tioga
Project

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from Frank L. Blackett, P.E., Federal Energy Regulatory Commission Regional Engineer, to James A. Buerkle, Southern California Edison Company Director of Generation, granting a request for an extension of time to submit Part 12 Recommendations 9-12 for the Tioga Project, FERC No. 1388.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
FERC Letter

History

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes
8/13/2020 1:16 PM	County Counsel	Yes
8/13/2020 4:11 PM	Finance	Yes

RECEIVED

AUG 11 2020

FEDERAL ENERGY REGULATORY COMMISSION
Office of Energy Projects
Division of Dam Safety and Inspections – San Francisco Regional Office
100 First Street, Suite 2300
San Francisco, CA 94105-3084
(415) 369-3300 Office – (415) 369-3322 Facsimile

OFFICE OF THE CLERK

July 27, 2020

In reply refer to:
Project No. 1388-CA

Mr. James A. Buerkle
Director of Generation
Southern California Edison Company
1515 Walnut Grove Ave
Rosemead, CA 91770-3710

Re: Plan and Schedule for 2018 Part 12D Report Recommendations Follow-up
Tioga Lake Dam - Request for Extension of Time

Dear Mr. Buerkle:

This is in response to a letter dated June 2, 2020 from Mr. Wayne Allen that submitted a request for an extension of time to submit the Part 12 Recommendations 9-12 for the Tioga Project, FERC No. 1388. We have reviewed your proposed request for an extension of time and grant your request to address the recommendations in a combined report by December 31, 2021.

We appreciate your continued efforts in this aspect of the Commission's dam safety program. If you have any questions, please contact Mr. Chris Wang at (415) 369-3366.

Sincerely,



Frank L. Blackett, P.E.
Regional Engineer



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

TIME REQUIRED

SUBJECT Statewide COVID-19 Racial Disparity
Task Force Letter

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

A letter from ACLU of Northern California urging each county across the state to create a task force which will be designated to addressing the racial/ethnic disparities in COVID-19 data collection, impacts, and outcomes and includes membership from Black, Indigenous, and Latinx led community organizations.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

<p>Click to download</p> <p> ACLU Letter</p>
--

History

Time	Who	Approval
8/14/2020 9:17 AM	County Administrative Office	Yes
8/13/2020 1:21 PM	County Counsel	Yes
8/13/2020 4:11 PM	Finance	Yes

Attachments:

2020.08.12 Statewide COVID-19 Racial Disparity Task Force Letter final.pdf

From: Tara Coughlin <TCoughlin@aclunc.org>**Sent:** Wednesday, August 12, 2020 10:01 AM**Cc:** Abre' Conner <aconner@aclunc.org>; Clarissa Woo Hermosillo <CWoo@aclusocal.org>**Subject:** Statewide COVID-19 Racial Disparity Task Force Letter

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning,

We hope this message finds you well. Please ensure that this message reaches all Board members and others who are necessary for this planning. We continue to have concerns regarding data collection and racial and ethnic disparities taskforces across the state. We are more than happy to discuss the letter, and implore you to take next steps to prioritize the suggestions in this letter. Please contact us if you would like to set up a call regarding any of the points outlined here.

Best regards,



Tara Coughlin
Litigation Assistant
ACLU of Northern California
39 Drumm Street, San Francisco, CA 94111
office +1 (415) 293-6387 | mobile +1 (310) 990-3932
tcoughlin@aclunc.org | www.aclunc.org
pronouns: she/her/hers



VIA ELECTRONIC MAIL

August 12, 2020

Dear Board of Supervisors:

We wish you and your family health and wellness as you grapple with the COVID-19 virus in your community. We write to lift-up key concerns pertaining to issues of equity as the coronavirus (COVID-19) pandemic continues to devastate communities throughout California. We commend public officials for working tirelessly throughout the last four months to keep their constituencies safe while supporting those impacted by this virus. We additionally recognize the need to address the disproportionate and often devastating impacts of COVID-19 on communities of color. The creation of a task force dedicated to addressing the racial and ethnic disparities in the impact and outcomes of the coronavirus pandemic is a crucial step in the effort to mitigate the disproportionate harm that this pandemic has created among Black, Indigenous, and Latinx communities and People of Color. Although it is important for the state to fix issues with its data collection and standardization, given the recent issues with data glitches, it is more important than ever for counties and localities to ensure their reporting reflect standardization and community input.¹ It is also important for counties to have record of data to help stop the spread of COVID-19, track disparities, and ensure that marginalized communities are not left out of important data conversations. The ACLU of California urges each county across the state to create a task force which will be designated to addressing the racial/ethnic disparities in COVID-19 data collection, impacts, and outcomes and includes membership from Black, Indigenous, and Latinx led community organizations.

Background on & Importance of the Creation of a COVID-19 Racial and Ethnic Disparity Task Force:

In California, over four months after the emergence of COVID-19, racial and ethnic data remains unknown for more than 35% of cases and 124 deaths from the coronavirus.² The racial and ethnic disparities in those affected by COVID-19 are staggering and indisputable – the Atlantic and the Antiracist Research and Policy Center’s COVID Racial Data Tracker has found that Black deaths are nearly two times greater than would be expected based on their share of the population nationally, Native Americans and Alaska Natives are dying at a rate 25% higher than that of white

¹ “California sorts through coronavirus data as glitch stymies policy decisions.” Politico, 7 August 2020, available at <https://www.politico.com/states/california/story/2020/08/07/california-sorts-through-coronavirus-data-as-glitch-stymies-policy-decisions-1305972>; “CA’s coronavirus ‘data reporting errors were completely preventable,’ expert says.” ABC News 7, 10 August 2020, available at <https://abc7news.com/california-data-glitch-venafi-coronavirus-covid-date/6364752/>; “California’s top public health official resigns after massive coronavirus data glitch.” CBS News, 11 August 2020, available at <https://www.cbsnews.com/news/dr-sonia-angell-california-top-public-health-official-resigns-coronavirus-data-glitch/>.

² “Racial Data Dashboard.” The COVID Tracking Project, covidtracking.com/race/dashboard.

ACLU of Northern California

Abdi Soltani, Executive Director
39 Drumm Street
San Francisco, CA 94111
(415) 621-2493

ACLU of Southern California

Hector Villagra, Executive Director
1313 West Eighth Street
Los Angeles, CA 90017
(213) 977-9500

ACLU of San Diego & Imperial Counties

Norma Chavez-Peterson, Executive Director
P.O. Box 87131
San Diego, CA 92138
(619) 232-2121

people, Latinx populations make up a greater share of COVID-19 cases in 42 states, and white deaths from COVID-19 are lower than their share of the population in 37 states.

These disparities result from a variety of factors, ranging from living conditions to work circumstances or underlying health conditions and lower access to care. People in ethnic and racial minority groups are more likely to live in neighborhoods with residential segregation, farther from medical facilities, and are over-represented in jails, prisons, and detention centers.³ Black, Indigenous, and People of Color (BIPOC) also hold a disproportionate number of positions in essential industries, increasing their risk of exposure, and are often denied paid sick leave. Additionally, members of Black and Brown communities are less often insured in comparison to their white counterparts – Latinx individuals are three times as likely to be uninsured and Black people twice as likely to be uninsured.⁴

California is home to more Indigenous people than any other state. Indigenous communities face well-documented inequities as is, ranging from access to public health, education, and housing which have only been exacerbated by the coronavirus pandemic.⁵ Native people additionally – and often consequentially – face disproportionately high risk factors that increase vulnerability to COVID-19, which include high levels of chronic, underlying medical conditions coupled with a lack of infrastructure and organizational structure to support relief and provide crucial public health information to protect Native peoples from the COVID-19 pandemic.⁶ With such prevalent, complex, and wide-ranging causes of the devastating impact of COVID-19 on BIPOC communities, it is crucial that task forces exist to better understand the unique as well as generalized causes and means to address these disparities in each county. Those most familiar with these disparities, and particularly Black, Latinx, and Indigenous led organizations, should be the organizations and individuals leading the effort to understand, collect data on, and work to alleviate these conditions.

A task force that holds expertise in the intersection of race, ethnicity, and health will ensure that resources to address COVID-19 make it to the communities that most need it as well as help

3 “COVID-19 in Racial and Ethnic Minority Groups.” Centers for Disease Control and Prevention, 4 June 2020, available at https://www.cdc.gov/coronavirus/2019-ncov/community/health-equity/race-ethnicity.html?CDC_AA_refVal=https%3A%2F%2Fwww.cdc.gov%2Fcoronavirus%2F2019-ncov%2Fneed-extra-precautions%2Fracial-ethnic-minorities.html.

4 Bartel AP, Kim S, Nam J, Rossin-Slater M, Ruhm C, and Waldfogel J. “Racial and ethnic disparities in access to and use of paid family and medical leave: evidence from four nationally representative datasets.” Monthly Labor Review, U.S. Bureau of Labor Statistics, January 2019, available at <https://www.bls.gov/opub/mlr/2019/article/racial-and-ethnic-disparities-in-access-to-and-use-of-paid-family-and-medical-leave.htm>

5 “UN/DESA Policy Brief #70: The Impact of COVID-19 on Indigenous Peoples.” United Nations, 8 May 2020, available at <https://www.un.org/development/desa/dpad/publication/un-desa-policy-brief-70-the-impact-of-covid-19-on-indigenous-peoples/>.

6 “For California Native Americans, COVID-19 is yet another existential threat to survive.” Sacramento Bee, 7 May 2020, available at <https://www.sacbee.com/opinion/article242555401.html>.

us better understand who those communities those are. Marcella Nunez-Smith, the Director of Yale School of Medicine’s Equity Research and Innovation Center, states that race and ethnicity data collection are also necessary for officials to craft tailored public health responses.⁷ For example, current national data show that rates of COVID-19 cases and deaths among Asian Americans are similar to rates of cases and deaths for white Americans. However, the aggregation of data for all Asian subgroups masks the often stark socioeconomic and health inequities within the community that place some groups of Asian Americans at higher risk for COVID-19 than others.⁸ Developing sustainable and effective policies to address racial and ethnic disparities requires data and strategies that are specific to the needs of specific communities.

Creating a task force designed to address racial and ethnic disparities in COVID-19 impacts will ensure that the most impacted communities receive an appropriate public health response, ultimately benefiting all Californians. Other cities and counties, including the City of Oakland⁹, San Jose¹⁰, San Diego¹¹, as well as Santa Clara County¹², have already begun the process of creating such task forces. While each task force will undoubtedly have slightly different organizational structure, strategies, and goals, we believe that these task forces can serve as prototypes for the format and goals of new task forces as they are created.

Disparities in Data Collection Across California

Having dedicated racial and ethnicity data collection taskforces can help provide accountability and mitigate disparities in data collection. Indeed, public health groups across the country are calling for data standardization to adequately track COVID-19 cases.¹³ Many of the reasons they are calling for data standardization are outlined in the challenges we faced here in California. For purposes of our analysis, disparity is defined as the ratio between the percentage

7 Godoy, Maria, and Daniel Wood. “What Do Coronavirus Racial Disparities Look Like State By State?” NPR, 30 May 2020, available at <http://www.npr.org/sections/health-shots/2020/05/30/865413079/what-do-coronavirus-racial-disparities-look-like-state-by-state>.

8 “Asian Americans invisible in COVID-19 data and in public health response.” The Chicago Reporter, 16 June 2020, available at <https://www.chicagoreporter.com/asian-americans-invisible-in-covid-19-data-and-in-public-health-response/>.

9 “Local Leaders Announce Covid-19 Radical Disparities Task Force.” City of Oakland, 17 April 2020, available at <https://www.oaklandca.gov/news/2020/local-leaders-announce-covid-19-racial-disparities-task-force>.

10 Lopez, Nadia. “San Jose leader unveils task force to tackle COVID-19 racial disparities.” San Jose Spotlight, 28 May 2020, available at <https://sanjosespotlight.com/san-jose-leader-unveils-task-force-to-tackle-covid-19-racial-disparities/>.

11 Bravo, Christina. “Task Force Created to Ensure Equity in SD County’s COVID-19 Response as Reports Showing Disparities Released.” 7 San Diego, 17 June 2020, available at <https://www.nbcsandiego.com/news/local/task-force-created-to-ensure-equity-in-san-diego-countys-covid-19-response/2348888/>.

12 Lopez. “San Jose leader unveils task force to tackle COVID-19 racial disparities.”

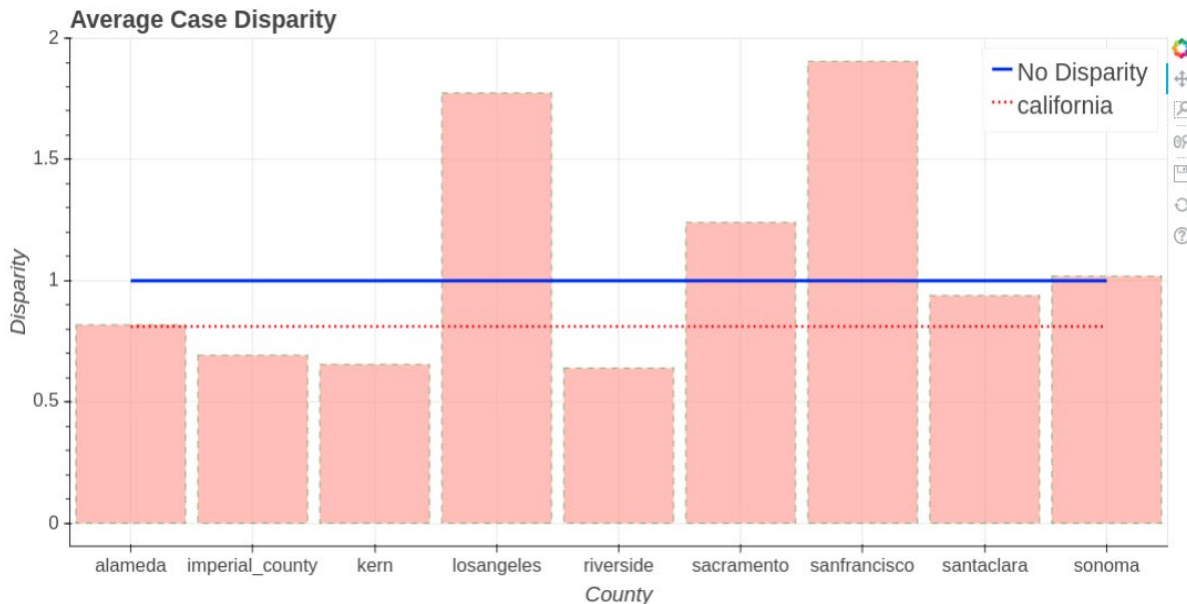
13 “Public health group calls for standardized data collection to more clearly track Covid-19.” Stat News, 21 July 2020, available at <https://www.statnews.com/2020/07/21/group-calls-for-standardized-data-collection-to-track-covid19/>.

of racial or ethnic cases/deaths and their demographics in the county. For example, a disparity of 2 means that a population is represented twice as much in COVID-19 cases/deaths as would be expected if there were no underlying socioeconomic issues. The average and max disparity where calculated as follows:

Average Disparity: Average disparity seen in county defined ethnic groups both over time and across ethnic groups

Max Disparity: Average disparity over time for different ethnic groups, and the maximum of each ethnic group

Average (in time and ethnicity) Discrepancy by County and California (Cases and Deaths)



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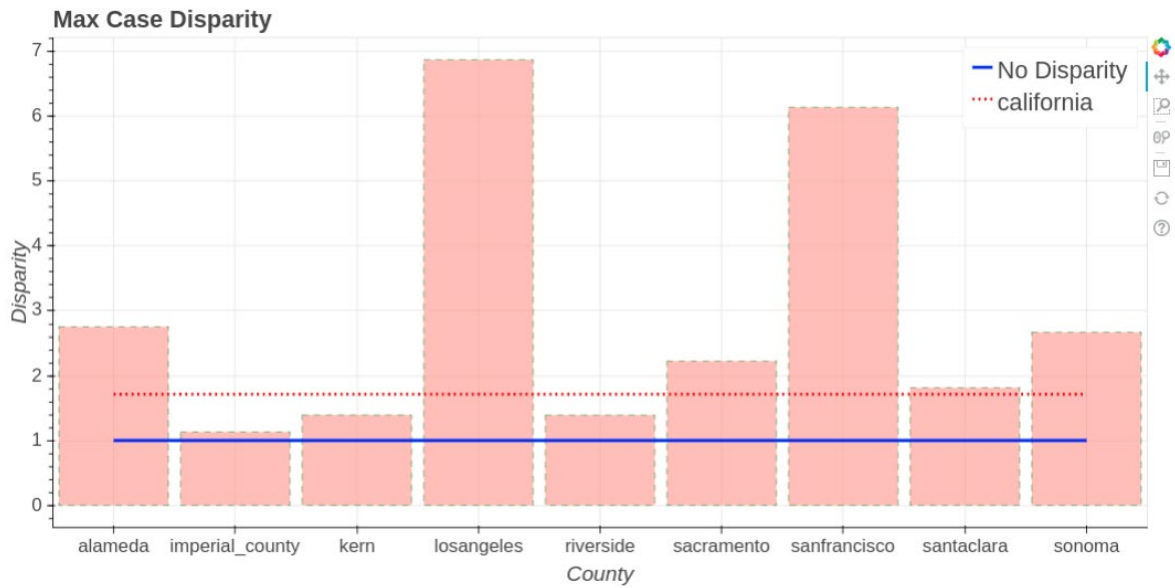
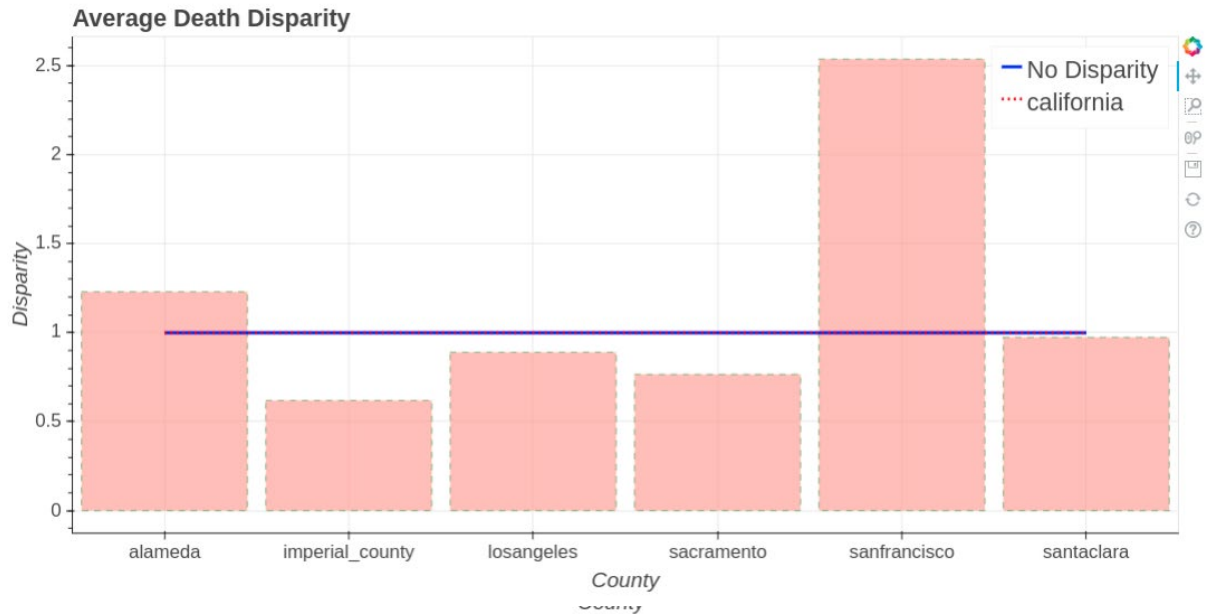
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ACLU of Northern California

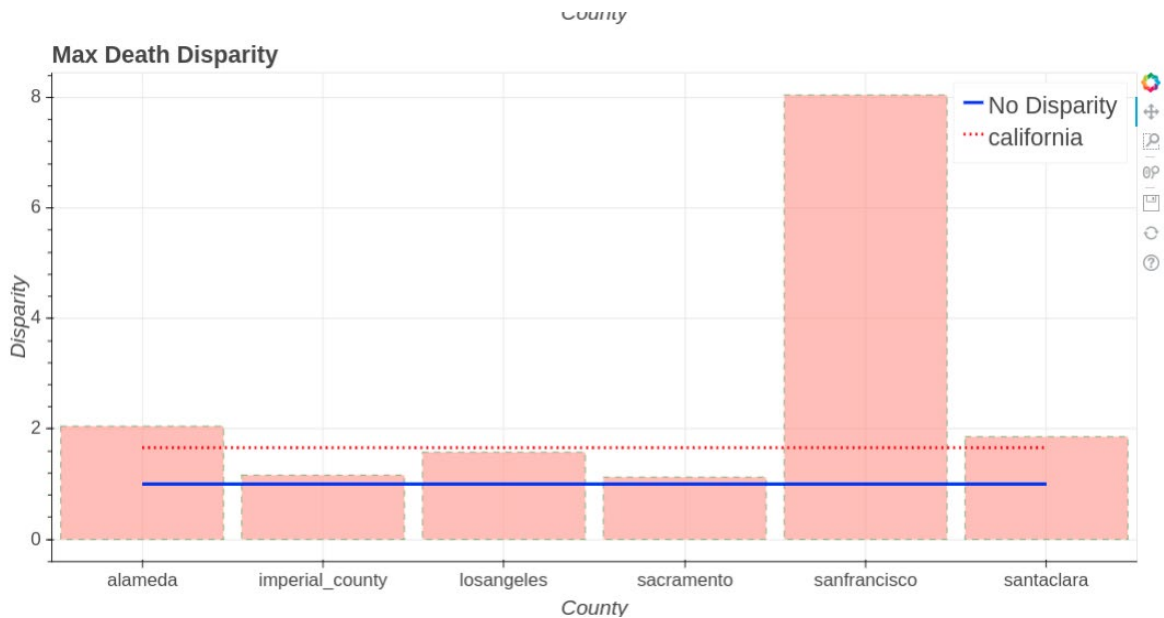
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As seen by the illustrations above, these are just a snapshot of disparities in different counties across the state. Every single county had a max case and max death disparity. And those max disparity numbers report the worst disparity number for each county. Based on these plots, for each county, there is at least one racial and/or ethnic group that is disproportionately being impacted by COVID-19. It is additionally clear that the level of disparity of disparity in both cases and deaths are higher in counties containing densely populated cities (i.e. Los Angeles and San Francisco). This makes it clear that racial and ethnic disparities continue to persist, and counties must ensure to prioritize voices of marginalized communities in a dedicated taskforce space. Quality reporting of the above data can act as a driver for policy as well as understanding what we need to do to help communities, both in the present and future.¹⁴ Even trying to analyze and obtain this data was difficult as a result of a variety of issues in the recording of COVID-19 cases/deaths across California. These issues can be summarized as (1) inconsistency in definition of race and ethnicities in different counties and (2) inconsistency in the way data is stored. Local taskforces can provide critical insight into standardizing data.

Examples of issues with data collection

1. Inconsistency in definition of race and ethnicities:

While the state of California reports 7 identifiable ethnicities, others report different numbers of identifiable ethnicities, some of which have changed over time. Imperial County, for example, reports only two (Hispanic and non-Hispanic). Additionally, places like Sacramento

¹⁴ “Public health group calls for standardized data collection to more clearly track Covid-19.” Stat News, 21 July 2020, available at <https://www.statnews.com/2020/07/21/group-calls-for-standardized-data-collection-to-track-covid19/>.

County began reporting 5 groups, then added American Indian/Alaskan Native, which skewed the data reported. While we have also called on the state to create better data accountability and continue to request guidelines of the Governor, having a local COVID-19 Racial/Ethnicity Disparity Task Force can ensure that this is a priority across the state and provide accountability for these inconsistencies.

2. Inconsistency in the way data is stored:

Moreover, different counties store data on different websites that are all formatted in a variety of ways. County data collection websites formats for storing data change not just between counties, but over time. For example, the ACLU had to parse raw data gathered from Sacramento’s website in three different ways over the course of a single month. For Riverside, the number of different data gathering methods accounted to six ways in one month.

Importance of Including Black, Indigenous, and Latinx led organizations in COVID Task Forces:

A COVID-19 Racial/Ethnicity Disparity Task Force takes important strides in creating more equitable outcomes for marginalized communities. These task forces will not effectively close the racial and ethnic gap in impacts and outcomes of the coronavirus pandemic, however Black, Indigenous and Latinx leaders and organizations must lead the work that involves and affects their communities. The inclusion and centering of marginalized voices goes beyond creating the appearance of diversity in a task force, but rather is imperative in developing policies and initiatives that are supported by those they are designed to serve.¹⁵ PolicyLink’s Leadership for Policy Change 2003 Report found that leaders of color who are grounded in the communities they represent are needed to impact policies that affect their quality of life. This report also determined that this arena needs people who can “broaden the discourse, minimize harmful decisions, and increase the likelihood that policies will have a positive impact.”¹⁶ By including and centering Brown and Black led organizations in this work, COVID-19 Racial/Ethnicity Disparity Task Forces are more likely to succeed.

Our Letter to Governor Newsom:

The ACLU of California has already sent a letter to Governor Newsom, which can be found [here](#), detailing the importance of creating and streamlining a COVID-19 Racial/Ethnicity Disparity Task Force that includes leadership from Black, Latinx, and Indigenous led community organizations. Local level COVID-19 Racial/Ethnicity Disparity Task Forces should coordinate

15 Vega, Dennis. “We Need to Increase Diversity in Policymaking.” Center for American Progress, 21 May 2013, available at <http://www.americanprogress.org/issues/race/news/2013/05/21/64024/we-need-to-increase-diversity-in-policy-making/>.

16 Marsh, Dwayne S., et al. Leadership for Policy Change: Strengthening Communities of Color through Leadership Development. PolicyLink, 2003, pp. 1–43, available at https://hewlett.org/wp-content/uploads/2016/08/Leadership_for_Policy_Change.pdf.

with the state level COVID-19 task force to fill gaps in data and encourage statewide racial/ethnic justice responses to this public health crisis. Though such a statewide and streamlined Racial/Ethnicity Disparity Task Force does not yet exist, we urge each county to create such a team to begin to understand and alleviate the unique ways in which their communities of color are affected and harmed by this pandemic. The importance of localized public health responses in partnership with vulnerable populations within communities is well-documented,¹⁷ and further demonstrates the need for localized task forces in addition to a streamlined statewide response.

The Importance of Transparency for a Racial and Ethnically Equitable COVID-19 Response:

We also urge this committee to be transparent in its efforts to address racial and ethnic disparities in COVID-19 by providing the names and affiliations of *all* task force members once such a force is created. Transparency has a proven impact on trust in governance and levels of accountability.¹⁸ A commitment to transparency in a COVID-19 racial/ethnic justice task force will demonstrate a partnership between state and society to citizens, which will go beyond the apparent “good intention” of creating such a task force and lead to a more legitimate, sustained commitment to creating change. Creating transparency in task force membership will also make task forces more accessible to the communities they serve, rather than continuing to alienate community members from the figures responsible for representing them.

The Racial and Ethnically Disproportionate Impact of Contact Tracing Technology:

Steps are already being taken throughout California to attempt to track and stop the spread of coronavirus that could have disproportionate harm on communities of color. One of the most prominent examples of this effort is the increasing use of contact tracing technology. This solution to tracking the spread of the coronavirus presents several concerns for communities that have been disproportionately impacted by this virus that have been largely overlooked by largely non-Black and Brown companies and officials.

These concerns include the possibility of false-positives for people who live in more densely populated housing, as Bluetooth-based contact tracing apps can travel through walls and floors. Black, Indigenous, and People of Color are more likely to live in apartment complexes and multi-family units and could result in more false-positives that result in mandatory quarantine that cost individuals two weeks of income, or even their job. Other concerns about contact tracing include that adoption and use rates in communities of color are likely to be lower due to lack of

17 Bevc, Christine A et al. “Institutional facilitators and barriers to local public health preparedness planning for vulnerable and at-risk populations.” Public health reports (Washington, D.C. : 1974), vol. 129 Suppl 4 (2014): 35-41, available at doi:10.1177/00333549141296S406.

18 Michael Johnston, “Good governance: Rule of law, Transparency and accountability,” Colgate University New York, 2004, available at <https://etico.iiep.unesco.org/en/resource/good-governance-rule-law-transparency-and-accountability>.

access to Bluetooth technology, misinformation or understanding of the app’s capabilities for non-English speakers, or its potential tie to law enforcement. The use of Bluetooth contact tracing, as other apps have done, could also later be repurposed or used by organizations such as Immigration and Customs Enforcement.¹⁹

Contact tracing technology is just *one* example of the essentiality of any COVID-19 task force and *particularly* a Racial and Ethnic Disparity Task Force to both exist and include the leadership of community organizations that are most familiar with the communities that they serve. In order to equitably address the spread and impact of the coronavirus, it is *essential* that Black, Indigenous, and Latinx led organizations are leading these conversations and initiatives. These organizations are familiar with and able to anticipate problems with potential COVID-19 mitigation efforts in ways that many historically unequal and exclusionary entities cannot do on their own.

Localized responses to addressing the disproportionate affects of this pandemic on communities of color are a crucial step in mitigating the harm of COVID-19. We would like to thank any county that has already created or begun to create a task force to address the racial and ethnic disparities in COVID-19 infection rates, impacts, and outcomes, and encourage any county that has not yet done so to take this critical step in addressing the larger and systemic public health crisis of racism in our communities, state, and country. We understand that many counties are in different stages of this process and may already be working with local organizations to create county or city level solutions that best fit their needs. Our broad requests for each county across the state, which may supplement local efforts, include:

- **Create a task force designed to address the racial and ethnic disparities in COVID-19 impacts, responses, and outcomes.** Task forces to address the racial and ethnically disparate impacts and outcomes of the coronavirus are an essential part of addressing this public health crisis. A task force will provide expertise and localized community responses in ways that less intentional, organized, or coordinated responses to public health disparities are not. Upon creation, each task force should include local healthcare providers, elected officials, community members, city officials, as well as Black, Indigenous, and People of Color (BIPOC) led organizational representation. These teams should work to collect and review data about the racial and ethnic disparities in coronavirus impact within communities, identify and mitigate risk factors and barriers to services for at-risk populations, and create community-based solutions to mitigate the harm of the coronavirus pandemic on BIPOC.
- **Each task force should include at least one leader of a Black, Indigenous, or Latinx led organization.** Research has indisputably demonstrated the importance of including a variety of individuals who have been impacted by issues to create effective policies

¹⁹ “The Importance of Equity in Contact Tracing.” Lawfare, 5 May 2020, available at <http://www.lawfareblog.com/importance-equity-contact-tracing>.



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and mitigate potential harm to the communities that these task forces aim to serve. We encourage you to consult local Black or Latinx-led organizations in this work, and encourage you to contact the CA Consortium for Urban Indian Health, a network of urban Indian health centers who have done a great deal of work around COVID-19 response and are deeply connected to the communities they work with.²⁰ We also encourage each county to develop relationships with area Tribes and native-led organizations in your communities.

- **Upon creation of the task force, the county should release the names and affiliations of all members.** This will increase transparency and accessibility to services and task force efforts for community members who the task force aims to serve. Providing task force member name and affiliations will protect privacy while ensuring Task Force accountability and public access to the work of these organizations.
- **Create a centralized platform on which different counties are encouraged to report data.** As seen by glitches at the state level, now is the time to ensure that data platforms are centralized, standardized, and can accurately report what is happening. Having a centralized platform at a county level, and at a state level, will help communities, health experts, and others get a clearer picture of what is happening.
- **Have a person, or small group of people, whose job is to reconcile disparate sources of data and keep up with any local changes.** As seen by our review, the changes that are happening at a local level vary drastically. If your county has dedicated COVID-19 data staff, this can help to fix these issues.

If you have questions or seek to discuss these matters, please contact Abre' Conner at aconner@aclunc.org. Thank you for your tireless work to respond to this crisis and address the impacts of the coronavirus on your communities. We look forward to your response.

Sincerely,

Abre' Conner, Staff Attorney
Ohi Dibua, Volunteer Data Analyst
ACLU Foundation of Northern California

Clarissa Woo Hermosillo, Director of Economic Justice and Deputy Director of Advocacy
ACLU of Southern California

Ariana Apostol-Dooley, Intern
ACLU of California Center for Advocacy and Policy

20 "California Consortium for Urban Indian Health." Last checked 11 August 2020, <https://ccuih.org/>.



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: Board of Supervisors

TIME REQUIRED 30 minutes

PERSONS Stacy Corless

SUBJECT Eastern Sierra Climate and
Communities Resilience Project

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Presentation by Janet Hatfield of Plumas Corporation on the Eastern Sierra Climate and Communities Resilience Project. This fuels reduction and wildfire prevention project, currently in the planning stage, will treat 55,000 acres of land on the Inyo National Forest around Mammoth Lakes in Mono County.

RECOMMENDED ACTION:

None, discussion only.

FISCAL IMPACT:

None.

CONTACT NAME: Stacy Corless

PHONE/EMAIL: 760-920-0190 / scorless@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Letter of Support
Grant Application
Plumas Corporation Information

History

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes

8/11/2020 3:48 PM

County Counsel

Yes

8/6/2020 4:50 PM

Finance

Yes



Jennifer Kreitz ~ District One Fred Stump ~ District Two Bob Gardner ~ District Three
John Peters ~ District Four Stacy Corless ~ District Five

BOARD OF SUPERVISORS COUNTY OF MONO

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

Governing Board Chair Terence O'Brien
Sierra Nevada Conservancy
11521 Blocker Drive, Suite 205
Auburn, CA 95603

RE: Support for the *Eastern Sierra Climate and Communities Resilience Project*

Dear Chair O'Brien,

On behalf of the Mono County Board of Supervisors, I'm writing to express support for Plumas Corporation's *Eastern Sierra Climate and Communities Resilience Project* With Directed Grant Program funds from the Sierra Nevada Conservancy, The *Eastern Sierra Climate and Communities Resilience Project* will secure initial funding for key leadership roles for the Inyo National Forest and strategic collaborative partners to begin planning for forest health and community protection initiatives on 55,000 acres of National Forest lands in Mono County surrounding the Town of Mammoth Lakes. The project will initiate planning efforts to address long overdue forest health concerns in and around the community at an effective scale.

Escalating severity of fire seasons in California have clearly demonstrated the need for proactive forest health treatments in and around at-risk communities across the State. While loss to community infrastructure would be absolutely devastating, equally at risk in the Eastern Sierra are the valuable view-sheds that attract millions of annual visitors and support our regional economy. The project will work to mitigate risk to the local community and its recreation-based economy from the imminent risk of high severity wildfire, while also restoring forests, wildlife habitat and the watershed to a healthier state.

Ancillary benefits of the project will be to catalyze parallel planning efforts toward Sustainable Recreation and Fire and Fuels Capacity programs in the region and emphasize education of policy makers, partners and the public to better understand forest health needs and valuable ecosystem services at risk. The Project will work to build stakeholder support to work to implement the National Cohesive Wildland Fire Management Strategy (2014), a plan aimed to "Promote resilient landscapes, build fire adapted communities and provide for safe and effective wildfire response."

Mono County appreciates the Sierra Nevada Conservancy's support and consideration of funding for this project that is vital to the health and well-being of Mono County.

Sincerely,

Stacy Corless
Chair, Mono County Board of Supervisors



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Date	January 3, 2020
Program	<input type="checkbox"/> Proposition 84 – Remainder Funds <input checked="" type="checkbox"/> Proposition 68 – Resilient Communities <input type="checkbox"/> Proposition 68 – Vibrant Recreation and Tourism <input type="checkbox"/> Timber Regulation and Forest Restoration Fund <input type="checkbox"/> Other: Description: Click here to enter text.
Project Title	Mammoth Lakes Resilient Community and Forests Project
Applicant	Plumas Corporation
Applicant Authorized Representative Name Phone Email	Jim Wilcox (530) 283-3729 jim@plumascorporation.org
Applicant Day-to-Day Contact Name Phone Email	Janet Hatfield (760) 914-3131 janet@plumascorporation.org
Subregion(s)	Eastern Sierra
County(ies)	Mono
SNC Representative	Matt Driscoll
Funding Amount Requested	\$339,533.78



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Project Summary & Location

Summarize the project, including purpose, acreage (if applicable), and detailed location information. From this narrative, a reader should easily understand what the project is and where it is located.

The *Eastern Sierra Climate and Communities Resilience Project* (ESCCRP), herein referred to as “The Project”, encompasses an approximately 55,000-acre planning area of Inyo National Forest lands surrounding the Town of Mammoth Lakes in Mono County, California. The project is designed to return Inyo National Forest (INF) lands surrounding Mammoth Lakes to fire adapted, climate resilient forests, within their natural range of variation, which provide for safe and effective fire response. Resilient forest landscapes greatly reduce the likelihood of catastrophic fire, prepare us for future changes in climate, and empower communities to coexist with natural processes into the future.

Surrounded by decadent Red Fir and the world’s largest Jeffrey Pine forest (USFS, 2019), the forests adjacent to Mammoth Lakes have long been deprived of ecological restoration by fire. Consequently, continually accumulating fuel loads have resulted in dangerous and unnaturally overstocked forest stands primed to support high severity wildfire. The rugged terrain of the Sierra’s eastern escarpment influences local weather patterns, adding slope and wind complexities that work in tandem to increase the probability of calamitous fires at current forest stocking levels.

Economic impacts from a conflagration in the Mammoth Lakes vicinity would have long lasting adverse economic repercussions, as Mammoth Lakes serves as the recreation hub and key economic driver of the region.

Background & Need

Concisely describe the background and need for project.

The Inyo National Forest is the most visited National Forest in California, attracting an estimated 4 million visitors annually (USFS, 2019). Nearly half the forest is located within Mono County, which hosts approximately half those forest visitors each year (1.7M). A large portion of those visitors (500,000+) rely on services provided in the County’s only incorporated town, Mammoth Lakes. In 2018, consumer spending in Mono County was estimated at \$601 million, up 63% from 2008 (Schlau, 2019), demonstrating the economic impact of a growing regional recreation tourism industry.

Over the past few decades, it has become evident that there is an imperative need to increase the pace and scale of vegetation management across public lands. However, shifting budgets of federal resources toward fire suppression in conjunction with budget reductions have curtailed the ability of Federal agencies to respond effectively to the need for preventative



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



treatments. In response to these limitations, numerous partners within the Eastern Sierra have come forward to provide support and assistance to INF staff to address capacity deficits. Within the past three years, in great part due to these collaborative efforts, the Inyo National Forest and its' partners have increased the fuels reduction acreage treated by five times. Even so, critical vegetation management needs remain when compared to natural capital, infrastructure and livelihoods at risk.

This Project would provide vital seed funding to begin planning efforts for a collaborative effort to join the national collective effort of implementing the National Cohesive Wildland Fire Management Strategy, to promote Resilient Landscapes, build fire adapted communities, and provide for safe and effective wildfire response (USDA, DOI, 2014).

The Project would focus on achieving vegetation management goals and facilitate recreation planning efforts surrounding Mammoth Lakes as directed by the INF's new Land Management Plan (2019) at a meaningful scale. This important effort would work to promote forest and ecosystem health by returning forest stand densities to within their historic natural range of variation. The reduction of hazardous fuel loads would build resilience to inevitable future fires, protect and enhance ecosystem service benefits, augment and safeguard recreation opportunities and allow emergency responders safer tactical options when working to protect values at risk in and around Mammoth Lakes.

Under current and predicted climatic conditions and forest stocking densities, a decision of no action risks devastating consequences from large scale high severity fire and jeopardizes the economic viability of the region.

Project Description

Describe what the project will accomplish and how it will be accomplished. Include specific information about the project, such as tangible deliverables, expected outcomes, comparing existing vs. expected conditions, etc. Identify long-term benefits that will result from this project.

The Project would foster stakeholder involvement and build support for a landscape scale planning effort that would result in forest fuels reduction efforts at a scale commensurate with values at risk, and in alignment with National, State, and Regional planning efforts. As envisioned, the Project would help preserve the environmental and economic health of the region, and serve as a proof-of-concept to address critical fuels work needed while solving for institutional capacity shortages in the Eastern Sierra.

The preplanning funds would directly address Inyo National Forest staffing shortages within the vegetation management program to facilitate a fuels planning effort at this scale. The added support funding for Forest Service staff, assemblage of complimentary partners, and support funding would catapult the planning effort and help build momentum through stakeholder participation.



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Achievable outcomes from awarded funds would work to collaboratively refine project extent, articulate proposed actions and collaborate with concurrent regional SNC planning investments (RFFCP, ESSRP) already underway in the region. The final outcome from these planning funds would be the completion of collaboratively agreed upon proposed actions and a request for proposals for NEPA assistance to conduct needed environmental surveys and analysis for the project.

The preplanning work would prove as an essential first step toward identifying any political, technical and financial challenges to undertaking this landscape-scale work. This product will equip the community with the knowledge and support necessary to prepare a competitive proposal to launch the more comprehensive planning effort required for a project of this scope and scale.

Key tasks and deliverables of the Project are briefly described below.

- 1) Convene Stakeholders:** Solidify the coalition of stakeholders to serve as the primary group for the planning project. This coalition will work with concurrent regional planning efforts to promote sustainable recreation planning, (Eastern Sierra Sustainable Recreation Partnership-ESSRP) and, address local capacity needs for forestry fuels and fire efforts through Regional Forest and Fuels Capacity Programs (RFFCP). From this group a Steering Committee will be identified to help guide the planning process and facilitate stakeholder meetings.

Deliverable: Stakeholder attendance records from planning meetings.

- 2) Staff Support to INF Veg Management Team:** Provide critical funding to support a vegetation management team staff position to assure USFS representation is achievable due to increased workload with a planning effort of this scale.

Deliverable: Supplemental Project Agreement with INF to compliment Plumas Corporation's Regional Master Stewardship Agreement.

- 3) Define Project Goals & Objectives:** Clearly articulate goals and objectives to ensure project remains on a clear and direct path to success.

Deliverable: Goals and Objectives Document

- 4) Perform Needs Assessment:** Identify focal areas, tasks, data, partners and leadership roles needed to accomplish goals and objectives of the project.

Deliverable: Report summarizing clearly articulated project needs as identified by the Stakeholder group.

- 5) Assemble Topical Focused Ad Hoc Teams:** Convene specialized Ad Hoc teams, as identified by an initial needs assessment, to address regional needs as well as project opportunities and challenges. Ad Hoc teams may include but are not limited to; biomass utilization, education



Sierra Nevada Watershed Improvement Program
**DIRECTED GRANT PROGRAMS
PROPOSAL**



and outreach, marketing, sustainable funding, interdisciplinary collaboration, research and monitoring, and project planning and operations.

Deliverable: Ad Hoc team member lists to accompany Planning Organizational Chart.

- 6) Refine Project Extent:** Evaluate existing planning documents in the project area and implement analytical tools to fine tune project boundaries to include/exclude areas found to improve the efficacy of the project. This would include evaluating private inholdings for inclusion in the project treatment area.

Deliverable: Revised project boundary shapefile and maps.

- 7) Inform Full Planning Needs for Project Success:** Develop Budget, Schedule and Work plans for each of the Ad Hoc focal teams. These documents collectively inform the complete planning proposal needs for the first available opportunity to secure full funding to accomplish the planning effort for the Project. Work plans also provide clearly laid out tasks and analytical tools needed to accomplish goals and objectives at a topical level. Work plans will be presented and vetted with the larger stakeholder group to improve a comprehensive understanding of the project by stakeholders.

Deliverable: Workplans, Budgets and Schedules for each Ad Hoc team.

- 8) Draft Proposed Actions:** Lead by the project operations team, draft well-vetted proposed actions to inform environmental document needs for review and approval by the broader stakeholder group. Identify additional analysis needs in order to present logical and data driven proposed actions and to aid in public education.

Deliverable: Proposed Actions Document from USFS

- 9) Draft RFP for Environmental Document:** Using proposed actions, complete RFP for circulation for next phase of planning. The RFP will include definition of evaluation criteria from which a contract will be awarded.

Deliverable: RFP Document

- 10) Collaboration:** Work with parallel planning efforts (RFFCP, ESSRP, Biomass Utilization Team) to leverage financial resources, lessons learned, and identify opportunities and challenges as we move through the planning process.

- 11) Host Planning Meetings:** Work with Steering Committee to facilitate planning meetings at a reasonable pace to ensure momentum is harnessed and work is documented and completed in a timely manner.

Deliverable: *Meeting Notes and Agendas*



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Project Partners

Describe other partners involved in the project. Describe who was engaged in project planning and who will be responsible for implementation. Highlight local agencies, citizen groups, or tribal organizations engaged with the project. Identify if other partners are contributing in-kind or financial resources to the project.

Awarded funds would be used to catalyze a coalition of partners to guide the planning process, bring added expertise and local knowledge to the table, and ensure the planning opportunity maximizes community benefit as well as probability of success. Collaborative planning efforts allow for an interdisciplinary approach to resource management issues, ensuring the best possible outcome.

In recognition of the impact of a landscape scale planning project in this iconic area, preliminary meetings with the key partners (See ESCCRP Stakeholder supplemental document for list of key partners) have introduced the project concept and sought assurance that collaboration will be a top priority if funding is secured. This funding would work to fortify public, private and partner interest and will highlight current capacity and education needs of the region. Plumas Corporation will work alongside the concurrent RFFCP and ESSRP efforts to build and broaden the coalition needed to successfully complete a project at this scale and solve the unmet capacity shortages in the region.

Because of the unique water management issues of the Eastern Sierra Nevada, and the sole reliance of the local economy on recreation revenue, the project affords an unparalleled opportunity to engage major downstream beneficiaries water utilities (LADWP, So. Cal Edison). In addition to the watershed providing significant water exports to Los Angeles, the Town of Mammoth Lakes relies on surface water from Mammoth Creek for an average of 63% of its water supply, making environmental stewardship of Mammoth Creek a top local priority. In addition, Alterra Mountain Company (MMSA Owner), and other public/private corporate partnerships will be a focus of early stakeholder development. The inclusion of these water suppliers and corporate entities would aid in strengthening the effort and securing critical match funding for the project.



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



SNC and Funding Source Priorities

Describe how the project supports the SNC Strategic and Action Plans, as well as the goals and priorities of the funding source. Include reference to specific sections of the Plans or funding guidance.

A main reason cited for people visiting Mono County, and specifically Mammoth Lakes, is the unparalleled scenic beauty of alpine snowcapped peaks, crystal blue lakes, clear rivers and streams, and vast desert vistas. Focal recreational activities are first and foremost hiking (57%) and fishing (40%), mainly in the summer months, followed by a wide variety of snow sports in the winter season. Photography, camping, rock climbing, boating and off-highway-vehicle recreation also scored notable marks for bringing visitors to the Eastern Sierra during all times of year (Schur, 2019). Significant visitation is also a factor of geography as the Hwy 395 Corridor is the principal route between Death Valley and Yosemite National Parks.

Vibrant Recreation and Tourism

Recreation is the primary economic driver in the Eastern Sierra Nevada. According to the 2019 Mono County Visitor & Economic Impact Report, recreation visitation brought \$601 million in spending to the County last year, up 63% since 2008 (Schur, 2019). Southern California contributes the majority of this 1.7 million annual visitors. Robust recreation and tourism departments are part of local governments. In addition, several regionally based non-profits have germinated and risen to fill the growing recreation demands.

Mammoth Lakes provides the bulk of visitor services to tourists visiting from outside the area, with numerous hotels, restaurants, campgrounds, resorts, trails, events and interpretive centers to accommodate visitor needs. Smoke impacts from fires have demonstrated temporary depressions to the local economy due to negative response by recreationists. However, a catastrophic fire event could halt recreation vitality by blemishing currently pristine view sheds and inflicting loss of community infrastructure, delivering a damaging blow with lasting impacts on local economies.

Healthy Watersheds and Forests

The project directly supports the SNC's Strategic Plan in addressing watershed health in forests at a landscape scale surrounding the vacation destination Town of Mammoth Lakes. Though this project, fuel treatments planning will occur in six of the HUC 12 watersheds in the Mammoth Lakes vicinity, including headwaters of the Owens and Middle Fork San Juan rivers, both which serve as critical water sources to major metropolitan areas in the State. The proactive planning of fuels work in these watersheds will work synergistically to protect the natural capital (ecosystem services), on which the community depends for its local livelihoods.

Residents and downstream users alike rely on healthy forests and clean and abundant water supplies. By decreasing the probability of catastrophic high severity fire through restoration of forest health, forest stands will return back to the natural range of variability; able to withstand low to moderate intensity fires with little to no negative impacts. As a result of these treatments, these forests become healthier, more vigorous, and more resilient to pest and pathogen outbreaks fostered by stressors like drought and climate change.

Mechanical treatments proposed will also pave the way for complimentary usage of prescribe fire to further restore balance and resilience to local forests and work as a long term management strategy for forest health into the future. The INF is currently working toward a forest-wide prescribed fire NEPA in mixed conifer to allow for use of natural and planned ignitions to treat fuels in more cost productive



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



manner.

Reduced forest densities will promote increased water availability for uptake by remaining trees resulting in larger tree diameters over time. Better spaced, large diameter trees work to increase carbon sequestration, and reduce probability of irreversible stochastic black carbon emission events from high severity mega fires.

The current forest conditions surrounding Mammoth Lakes leave few options for fire emergency personnel to protect values at risk without risking human lives. These uncharacteristically dense forests, coupled with prevailing winds, topographic derived frontal winds, and thunderstorm downdrafts leave Mammoth virtually indefensible in many common weather scenarios. Revisiting the Rainbow Fire that ignited August 20, 1992 six miles southwest of Devils Postpile National Monument, and consumed 6,000 acres in the first 24 hours, provides a sobering reminder of the realities of over-stocked forests combined with terrain and weather in the local area.

The Rainbow Fire aftermath resulted in large areas of high severity fire, stunting tree regeneration and changing the forest architecture dramatically; leaving moonscapes and whitethorn brush fields where beautiful, yet unbalanced, forests once stood. If the Rainbow Fire footprint were moved a few miles east, the impacts to Mono County would still sting. Fortunately, the Rainbow Fire serves as a warning of the risks we accept if no action is taken.

This project aims to take a strong step in the right direction to remedy our past mistakes, and work to proactively avoid future catastrophic fire scenarios to preserve local economic vitality.

Resilient Sierra Nevada Communities

The Project works to protect valuable natural capital which is the sole basis for economic sustenance in the region. By working to restore forest landscapes to a more resilient state, we can insure Mammoth Lakes will be positioned to better adapt to increased climate variability. This adaptation will allow forests to thrive with inevitable and repeated visitation by fire while maintaining the forest's aesthetic value to locals and visitors alike.

The proposed Project provides a tangible example to work alongside concurrent planning and capacity building efforts with both the Eastern Sierra Sustainable Recreation Partnership (ESSRP) as well as the Regional Forest and Fuels Capacity Programs (RFFCP) already underway in the region. The project ensures residents and millions of annual visitors will have a place to recreate in the natural beauty of the Eastern Sierra, supporting the economic vitality of the region.

Impactful Regional Identity

The Project offers a unique opportunity to build Urban-Rural alliances while working to protect shared natural capital, and lead the way with 21st Century forest management practices. The rural Eastern Sierra Nevada currently provides Los Angeles with an estimated 36% of its water supply (USC, 2019), down from previous decades as water imports from other sources increase and environmental regulations revolving around export from the region hold firm. The Eastern Sierra Nevada region's long and colorful history revolving around contentious water issues with Los Angeles is well known. In more modern times, the "us against them" mentality has been slowly waning with the ultimate realization that complex resource challenges can only be met with collaborative solutions.

We are optimistic that a project of this scale will invite the opportunity to reform our regional identity from an adversarial one with Los Angeles to a progressive and cooperative partnership that benefits us all as Californians. Beyond the major Southern California utilities, the opportunity lies latent to engage numerous other downstream water users and policy makers who benefit from water quality and security as well as a steady stream of recreationists who are passionate about the Eastern Sierra.



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Project Schedule

Complete the chart below. Please include all tasks and deliverables, including SNC reporting requirements.

Task	Project Tasks & Deliverables	Timeline
1	Execute Contracts	June 2020
2	Convene Collaborative Stakeholder Group	July 2020
3	Define Project Goals & Objectives	September 2020
4	Needs Assessment	November 2020
5	Assemble Ad Hoc Focal Groups	December 2020
6	Refine Project Extent	January 2021
7	Ad Hoc Teams Draft: Budget, Schedule, Workplans	March 2021
8	Draft Proposed Actions	August 2021
9	Draft RFP for Environmental Document	December 2021
10	Collaborate with Parallel Planning Efforts	Continuous
11	Coordinated Stakeholder Meetings	Continuous
	Estimated Project Completion Date:	December, 2021



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Project Costs

Complete the charts below.

Administrative Costs must not exceed 15% of Direct Project costs, or an alternate limitation imposed by the program and funding source.

For Additional Project Costs, include in-kind or funding from sources **other** than SNC used within the scope and timeline of the project described here.

Direct Project Costs	SNC Funding
Personnel-Plumas Corp	\$126,925.00
USFS Direct Staff Support	\$143,210.30
Sub-Contracts	\$23,075.00
Travel	\$6,098.00
Materials & Supplies	\$2,500.00
Total Direct Project Costs	\$301,807.80
Administrative Cost	\$37,725.98
TOTAL SNC REQUEST	\$339,533.78



Sierra Nevada Watershed Improvement Program DIRECTED GRANT PROGRAMS PROPOSAL



Resolution or Authorization to Apply

Applicants are required to provide a copy of documentation authorizing them to apply for grant funding to the Sierra Nevada Conservancy (SNC). A project-specific governing board resolution is required for nonprofit organizations, tribes, and local government agencies. However, if the organization's governing board has delegated authority to a specific officer to act on behalf of that organization, the officer may, in lieu of a resolution, submit a letter of authorization along with documentation of delegated authority. The documentation of delegated authority must include the language granting such authority and the date of the delegation. Follow these links for sample resolutions for [nonprofit organizations](#) and [local government agencies](#).

In the space below, briefly describe the authorization to apply, if it has been authorized or is scheduled for future consideration, and include documentation with proposal submission.

A signed Plumas Corporation board resolution is included in supplemental information of this proposal.

Supplemental Information

Please provide any documents that will enhance the project information including maps (topo, ownership, or site), landowner support, evidence of community support, etc. Additional information may be requested by SNC staff.

List additional documentation included in the space below.

-
- Plumas Corp. Board Resolution
 - Stakeholder List w/ Org Chart
 - Maps
 - References

Established in 1985, Plumas Corporation, a small non-profit based in Quincy, CA, has worked tirelessly over recent decades to promote the benefits of good land stewardship through education and restoration activities that result in healthy forests, resilient watersheds, and prosperous communities.

Over the years the Sierra Nevada Conservancy has worked as a key partner to help us realize our mission by funding numerous watershed restoration projects. Collectively over the last decade our partnership has resulted in 2,000 critical acres of forest fuel reduction, 5 acres of bank stabilization and fish passage, and a watershed stewardship and education project focused in Plumas County.

Plumas-SNC Project Summary

Program	Project Title	Project Year	Project Outcome (acres restored, etc)	Project Funding Total	SNC's Role
Watershed	Integrated Greenhorn Creek Restoration Project	2013-2016	4.7 acres bank stabilization; 2 acres of fish passage/stream bed stabilization	\$370,756 grant \$11,457 match \$382,213 Total	Funder
Watershed	Feather River Watershed Stewardship and Education Project	2009-2013	Several outcomes involving watershed education and stewardship with local schools and communities in Plumas County.	\$99,544 grant \$177,841 match \$277,385 Total	Funder
Fire Safe	Wolf and Grizzly Creek Municipal Watershed Protection	2016-2019	521.8 acres treated (forest fuel reduction)	\$465,500 grant	Funder
Fire Safe	Bucks Lake Project	2017-2019	480.9 acres treated (forest fuel reduction)	\$464,025 grant	Funder
Fire Safe	Butterfly Twain Fuels and Forest Health Project	2019-2021	454.9 acres to be treated (forest fuel reduction)	\$500,000 grant	Funder
Fire Safe	Little Grass Valley Reservoir Watershed Protection	2019-2021	480 acres to be treated (forest fuel reduction)	\$500,000 grant	Funder



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: Community Development - Planning

TIME REQUIRED 15 minutes

PERSONS APPEARING BEFORE THE BOARD Kelly Karl

SUBJECT Appeal of Planning Commission's Approval of Use Permit 20-001/Barter for a Short-Term Rental in Swall Meadows

AGENDA DESCRIPTION:

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

Appeal by Amy Motroni & Pete Peterson of the Planning Commission's approval of Use Permit 20-001/Barter for an owner-occupied short-term rental in Swall Meadows.

RECOMMENDED ACTION:

Adopt Resolution 20-___ granting the appeal and denying Use Permit 20-001/Barter and reversing the Planning Commission's May 21, 2020 decision.

FISCAL IMPACT:

None.

CONTACT NAME: Kelly Karl

PHONE/EMAIL: 7609241809 / kkarl@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution 20-___ Granting Appeal 20-001/Motroni & Peterson

History

Time	Who	Approval
8/14/2020 9:15 AM	County Administrative Office	Yes

8/12/2020 1:39 PM

County Counsel

Yes

8/12/2020 1:35 PM

Finance

Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

August 18, 2020

To: Honorable Mono County Board of Supervisors

From: Kelly Karl, Associate Planner

Re: Granting Appeal 20-001/Motroni & Peterson and reversing the Planning Commission's approval of Use Permit 20-001/Barter for a short-term rental in Swall Meadows

RECOMMENDATION

It is recommended the Board of Supervisors take the following actions:

1. Adopt Resolution 20 - ___ granting the appeal and denying Use Permit 20-001/Barter and reversing the Planning Commission's May 21, 2020, decision.

FISCAL IMPACT

None.

BACKGROUND

At the May 21, 2020, meeting, the Planning Commission approved Use Permit 20-001/Barter for an owner-occupied short-term rental use at 320 Mountain View Drive in Swall Meadows. On May 29, 2020, Amy Motroni and Peter Peterson filed an appeal of the Planning Commission's action, and the Board of Supervisors held a duly noticed appeal hearing on July 21, 2020.

The Appellants' submitted, as part of the July 21, 2020 Board packet, a petition opposing the approval of Use Permit 20-001//Barter and all future short-term rentals in Swall Meadows signed by approximately 40% of property owners in Swall Meadows. At the public hearing held on July 21, 2020, the Mono County Board of Supervisors, received testimony from various community members who opposed this proposed use due to the potential detrimental impacts of short-term rentals to the public welfare and community character of Swall Meadows.

Based on the community opposition expressed in the Appellants' submitted materials and individual comments made during the public hearing, the Board of Supervisors determined that short-term rentals are incompatible with Swall Meadows' community character and detrimental to public welfare (finding "C" in §32.010 of the Mono County Land Use Element). Since the required use permit findings cannot be made, the Board of Supervisors tentatively granted the appeal and directed staff to return with written findings within 30 days of July 21, 2020.

MONO COUNTY LAND USE ELEMENT, CHAPTER 32 – USE PERMIT

32.010. Required Findings: Use permits may be granted by the Planning Commission only when all of the following findings can be made in the affirmative:

- A. All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.*
- B. The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.*
- C. The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.*
- D. The proposed use is consistent with the map and text of this General Plan and any applicable area plan.*

DISCUSSION

Per the direction of the Board, a resolution granting the appeal of Use Permit 20-001/Barter for an owner-occupied short-term rental in Swall Meadows and reversing the Mono County Planning Commission's May 21, 2020, approval is attached for Board consideration and action. The resolution contains the findings that must be made by the Board to take this action.

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

ATTACHMENTS:

1. Resolution 20-___ Granting Appeal 20-001/Motroni & Peterson



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS GRANTING THE APPEAL OF USE PERMIT 20-
001/BARTER FOR AN OWNER-OCCUPIED SHORT-TERM RENTAL IN SWALL
MEADOWS AND REVERSING THE MONO COUNTY PLANNING COMMISSION'S
MAY 21, 2020, APPROVAL**

WHEREAS, General Plan Amendment 12-04 was adopted in August 2012 establishing a tool to allow for the transient rental of single-family homes within compatible residential neighborhoods that support such use to increase tourism opportunities and provide additional economic support to homeowners; and

WHEREAS, General Plan Amendments 17-01B, 18-01, and 19-01 further refined transient and short-term rental regulations and area plan policies; and

WHEREAS, General Plan Amendment 19-01 was adopted in February 2019 modifying Chapter 25, Short-Term Rentals, and establishing short-term rental policies for unincorporated Mono County communities, including policy language in the Wheeler Crest Area Plan; and

WHEREAS, the Estate Residential (ER) land use designation permits both owner-occupied and not-owner occupied short-term rentals subject to use permit, Chapter 25 and Mono County Code §5.65; and Chapter 25 permits both types of short-term rentals in ER designations subject to use permit and area plan policies; and Wheeler Crest Area Plan Action 24.A.3.f. prohibits not-owner occupied short-term rentals only which therefore leaves owner-occupied short-term rentals eligible to apply for use permit approval; and

WHEREAS, on December 12, 2019, Brandon Barter applied for a Use Permit for an owner-occupied short-term rental use at 320 Mountain View Drive in Swall Meadows (the "Proposed Use"); and

WHEREAS, on May 21, 2020, the Mono County Planning Commission held a duly noticed and advertised public hearing to hear all testimony and consider all evidence relevant to the Use Permit Request, and

WHEREAS, following the public hearing, the Planning Commission made the use permit findings and found the Proposed Use to be categorically exempt under the California Environmental Quality Act (CEQA), and approved Use Permit 20-001/Barter; and

WHEREAS, on May 29, 2020, Amy Motroni and Pete Peterson filed an appeal of the Planning Commission's action; and

WHEREAS, on July 6, 2020, the Appellants' submitted materials for inclusion in the July 21, 2020 Board of Supervisors packet, including a petition opposed to Use Permit 20-

1 001/Barter and all future short-term rental projects in Swall Meadows with signatures from
2 approximately 40% of the Swall Meadows property owners; and

3 **WHEREAS**, having considered the appeal filed by Amy Motroni and Pete Peterson
4 during a duly noticed and advertised public hearing on July 21, 2020, where various members of
5 the Swall Meadows community continued to express opposition to Use Permit 20-001/Barter and
6 all future short-term rentals, citing concerns about the potential negative impacts to the public
7 welfare and community character of Swall Meadows; and

8 **WHEREAS**, based on the information provided by the Appellants, the public, and staff,
9 the Board of Supervisors determined that the proposed use would be detrimental to the public
10 welfare and injurious to property in the area due to community opposition and incompatibility of
11 short-term rentals with the community character of Swall Meadows; and

12 **WHEREAS**, the Board of Supervisors determined the use permit findings specified in
13 §32.010 of the Mono County Land Use Element cannot be made and desires to reverse the
14 Planning Commission's actions, thereby denying and reversing the issuance of Use Permit 20-
15 001/Barter and granting the appeal;

16 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF
17 MONO REVERSES AND OVERTURNS** the findings of the Mono County Planning
18 Commission pursuant to Use Permit 20-001/Barter and based on the evidence before it,
19 independently **FINDS** and **DETERMINES**, for the reasons set forth below and elsewhere in the
20 record as follows:

21 **SECTION ONE:** The recitals set forth above are hereby adopted as findings of the
22 Board.

23 **SECTION TWO:** The Board of Supervisors finds the proposed owner-occupied short-
24 term rental use described in UP 20-001/Barter cannot make the required use permit findings,
25 specifically finding C "the proposed use will not be detrimental to the public welfare or injurious
26 to property or improvements in the area in which the property is located" for the following
27 reasons:

- 28 A. Swall Meadows is a quiet, rural residential community with no services or
29 infrastructure to support tourism, and no commercial uses other than those
30 authorized as home occupations or long-term rentals. The establishment of owner-
31 occupied short-term rentals and the increased tourism encouraged by this type of
32 lodging would be detrimental to and incompatible with the rural residential
character of Swall Meadows.
- B. A significant amount of opposition to owner-occupied short-term rentals has been
documented by the Appellants' petition representing 40% of Swall Meadows
property owners as well as the written and verbal comments submitted to the
Board of Supervisors by various individual property owners in the community.
Community members have expressed concerns about the potential negative
impacts to their sense of well-being, the public welfare, and community character,
including concerns about privacy, the presence of strangers within a tight-knit
residential community, past experiences with visitors stopping at the wrong house
and unloading luggage or driving slowly by residential homes and peering inside,
safety concerns, and other issues and concerns associated with introducing short-

1 term visitors to a residential area of the County where the community desires to
2 limit their community area to longer-term residential uses.

3 **SECTION THREE:** The Mono County Board of Supervisors hereby grants the appeal
4 and reverses and independently denies the issuance UP 20-001/Barter.

5 **SECTION FOUR:** The time within which judicial review of this decision must be
6 sought is governed by California Code of Civil Procedure section 1094.6.

7 **PASSED, APPROVED and ADOPTED** this 18 day of August, 2020, by the following
8 vote, to wit:

9 **AYES:**

10 **NOES:**

11 **ABSENT:**

12 **ABSTAIN:**

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

18 **ATTEST:**

19 **APPROVED AS TO FORM:**

20
21
22 Clerk of the Board

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31
32 County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: Community Development - Planning

TIME REQUIRED 10 minutes

PERSONS Kelly Karl

SUBJECT Ordinance Prohibiting Short-Term
Rentals in the Community of Swall
Meadows

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Ordinance of the Mono County Board of Supervisors prohibiting Short-Term Rentals in Swall Meadows.

RECOMMENDED ACTION:

Introduce, read title and waive further reading of proposed Ordinance 20-____, prohibiting owner-occupied short-term rentals in Swall Meadows, direct staff to make any desired modifications.

FISCAL IMPACT:

None.

CONTACT NAME: Kelly Karl

PHONE/EMAIL: 7609241809 / kkarl@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Proposed Ordinance

History

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes
8/12/2020 3:43 PM	County Counsel	Yes

8/13/2020 4:11 PM

Finance

Yes

Mono County Community Development Department

P.O. Box 347
Mammoth Lakes, CA 93546
(760) 924-1800, fax 924-1801
commdev@mono.ca.gov

Planning Division

P.O. Box 8
Bridgeport, CA 93517
(760) 932-5420, fax 932-5431
www.monocounty.ca.gov

August 18, 2020

To: Honorable Mono County Board of Supervisors

From: Kelly Karl, Associate Planner

Re: Proposed Ordinance Prohibiting Owner-Occupied Short-Term Rentals in Swall Meadows

RECOMMENDATION

1. Introduce, read title and waive further reading of proposed ordinance 20-____, prohibiting owner-occupied short-term rentals in Swall Meadows, direct staff to make any desired modifications, and
2. Provide any other direction to staff.

FISCAL IMPACT

None.

BACKGROUND

At the May 21, 2020, meeting, the Planning Commission approved Use Permit 20-001/Barter for an owner-occupied short-term rental (STR) use at 320 Mountain View Drive in Swall Meadows. On May 29, 2020, Amy Motroni and Peter Peterson filed an appeal of the Planning Commission's action, and the Board of Supervisors held a duly noticed appeal hearing on July 21, 2020. The Board tentatively granted Appeal 20-001/Motroni & Peterson, thereby denying Use Permit 20-001/Barter (a proposal for the first owner-occupied short-term rental (STR) in Swall Meadows) and reversing the Planning Commission's May 21, 2020, action. The Board also directed staff to return with an ordinance prohibiting owner-occupied STRs in Swall Meadows and to begin processing a General Plan Amendment to modify the Wheeler Crest Area Plan policies to prohibit both owner-occupied and not owner-occupied STRs.

DISCUSSION

Pursuant to Government Code section 25123, the ordinance will become effective 30 days from the date of the final passage and shall remain in effect, unless earlier terminated, until December 31, 2021.

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

ATTACHMENTS:

Ordinance ORD 20-____ Prohibiting Owner-Occupied STRs in Swall Meadows



ORDINANCE NO. ORD20-__

**AN ORDINANCE OF THE MONO COUNTY BOARD OF SUPERVISORS
PROHIBITING OWNER-OCCUPIED SHORT-TERM RENTALS
IN THE SWALL MEADOWS COMMUNITY**

WHEREAS, General Plan Amendment 12-04 was adopted in August 2012 establishing a tool to allow for the transient rental of single-family homes within compatible residential neighborhoods that support such use to increase tourism opportunities and provide additional economic support to homeowners; and

WHEREAS, General Plan Amendments 17-01B, 18-01, and 19-01 further refined transient and short-term rental regulations and area plan policies; and

WHEREAS, General Plan Amendment 19-01 was adopted in February 2019 modifying Chapter 25, Short-Term Rentals, of the Mono County General Plan (Chapter 25) and establishing short-term rental policies for unincorporated Mono County communities, including policies applicable to the Wheeler Crest Area Plan; and

WHEREAS, the Estate Residential (ER) land use designation permits both owner-occupied and not-owner occupied short-term rentals subject to use permit, Chapter 25, and Mono County Code Chapter 5.65; and Chapter 25 permits both types of short-term rentals in ER designations subject to use permit and area plan policies; and Wheeler Crest Area Plan Action 24.A.3.f. prohibits not-owner occupied short-term rentals only, which therefore exclusively leaves owner-occupied short-term rentals eligible to apply for use permit approval; and

WHEREAS, at a duly-noticed public hearing held on July 21, 2020, the Board of Supervisors received a significant number of both oral and written comments, including a petition opposing the establishment of owner-occupied short-term rentals in Swall Meadows signed by approximately 40% of property owners, who expressed concerns about the negative impacts of short-term rentals on the public welfare and community character of Swall Meadows; and

WHEREAS, the Board determined that owner-occupied short-term rentals would be detrimental to the public welfare, interruptive of the community character and injurious to property in the area due to community opposition and incompatibility of short-term rentals with the community character of Swall Meadows; and

WHEREAS, in order to preserve the public welfare and community character of Swall Meadows, the Board of Supervisors desires to prohibit owner-occupied rentals in Swall Meadows until such time as the language of the Wheeler Crest Area Plan can be updated to include a prohibition of owner-occupied short-term rentals;

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

3 **SECTION ONE:** For the reasons set forth above, and hereby adopted, the establishment
4 of owner-occupied short-term rentals is incompatible with the community character of the Swall
5 Meadows and would be detrimental to the public welfare, interruptive of the community
6 character and injurious to property in the area.

7 **SECTION TWO:** During the prohibition on the establishment of owner-occupied short-
8 term rentals created by this ordinance, staff shall process a General Plan Amendment to add
9 language prohibiting owner-occupied short-term rentals to the text of the Wheeler Crest Area
10 Plan.

11 **SECTION THREE:** If any section, subsection, sentence, clause, or phrase of this
12 ordinance is for any reason held to be invalid or unconstitutional by a decision of any court of
13 competent jurisdiction, such a decision shall not affect the validity of the remaining portions of
14 this ordinance. The Board of Supervisors hereby declares that it would have passed this ordinance,
15 and each and every section, subsection, sentence, clause, or phrase not declared invalid or
16 unconstitutional without regard to whether any portion of this ordinance would be subsequently
17 declared invalid or unconstitutional.

18 **SECTION FOUR:** This ordinance shall become effective 30 days from the date of final
19 passage pursuant to Government Code section 25123 and shall remain in effect, unless earlier
20 terminated, until December 31, 2021. The Clerk of the Board of Supervisors shall post this
21 ordinance and also publish it or a summary thereof in the manner prescribed by Government
22 Code section 25124 no later than 15 days after the date of its adoption.

23 **PASSED, APPROVED** and **ADOPTED** this 1st day of September 2020, by the
24 following vote, to wit:

25 **AYES:**

26 **NOES:**

27 **ABSENT:**

28 **ABSTAIN:**

29 _____
30 Stacy Corless, Chair
31 Mono County Board of Supervisors

32 **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 August 18, 2020

Departments: Economic Development

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Alicia Vennos

SUBJECT Appointment to Mono County
Economic Development, Tourism and
Film Commission

AGENDA DESCRIPTION:

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

Appointment of Scott Burkhard to the Economic Development, Tourism and Film Commission for a 4-year term from August 18, 2020 through June 30, 2024.

RECOMMENDED ACTION:

Appoint Scott Burkhard to the Economic Development, Tourism and Film Commission for a 4-year term from August 18 through June 30, 2024.

FISCAL IMPACT:

None.

CONTACT NAME: Alicia Vennos

PHONE/EMAIL: 760-924-1743 / avennos@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report - Appointment of Scott Burkard to EDTFC
EDTFC Application

History

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes
8/11/2020 3:49 PM	County Counsel	Yes

8/4/2020 4:14 PM

Finance

Yes



STAFF REPORT

Mono County Board of Supervisors Regular Meeting – August 18, 2020

SUBJECT: Appointment of Scott Burkard to the Mono County Economic Development, Tourism & Film Commission (EDTFC)

RECOMMENDATION: That the Board consider appointing Mr. Burkard to the Mono County Economic Development, Tourism & Film Commission for a 4-year term beginning August 18, 2020 – June 30, 2024 to fill the vacancy left by the resignation of Christine Long, District 4.

BACKGROUND: Mr. Burkard is co-owner of the Coleville Walker KOA and Meadowcliff Lodge and is an active part of the Antelope Valley community. He is involved with the Northern Mono Chamber of Commerce and is also a member of the Economic Recovery Branch of the COVID-19 Emergency Operations Center. Mr. Burkard has hands-on experience operating a small business in Mono County, as well as a solid understanding of the tourism industry and its impacts on the local economy. The Commission looks forward to the contributions that Mr. Burkard will bring to our advisory group and thank him in advance for his volunteerism and service.

FISCAL IMPACT: None.

MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

DATE	July 20, 2020
NAME	Scot Burkard
POSITION APPLIED FOR:	
Mono County Economic Development, Tourism and Film Commission	

RESIDENCE ADDRESS	110437 US Hwy 395 Coleville CA 96107
PHONE	925-788-1898
BUSINESS ADDRESS	110437 US Hwy 395 Coleville CA 96107
PHONE	530-495-2255
OCCUPATION	Co-Owner Coleville Walker KOA and Meadowcliff Lodge

How did you learn of the opening? Deb Bush _____

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: As co-owner of RV Park and Hotel rooms, I have gained much knowledge of tourism and what tourist are looking to experience in Mono County. In 2019, roughly 30% of our clientele was International, and another 30% was from 250 miles or greater. The remaining 40% were from the local area (Reno, South Lake Tahoe, Carson City, Minden/Gardnerville. We utilize and leverage marketing and google targeting via our franchise Kampgrounds of America.

Other information may be submitted by resume if desired.

Summary of background and skills: Have taken classes and webinars to help leverage use of social media, google searches, etc from my last employer, Genworth Financial and our current Franchise KOA. _____

Professional experience: 30 years of extensive travel, via plane, hotels etc. in the western US for my employers. I was a wholesaler of financial and insurance products/solutions for Fortune 500 companies _____

Education: B.A from University of Minnesota – Minneapolis

Professional and/or community organizations: Northern Mono County Chamber of Commerce _____

Personal interests and hobbies: Motorcycle riding, fishing

Have you ever been convicted of a felony, which would disqualify you from appointment? If you are appointed and cannot be bonded as required, your appointment will be revoked. = No

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5533.

Please return application to:

Clerk of the Board
County of Mono
P. O. Box 715
Bridgeport, CA 93517



Signature

7/20/20

Date



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: CAO

TIME REQUIRED Item will start at approximately 10:30 AM **PERSONS APPEARING BEFORE THE BOARD** Bob Lawton, CAO

SUBJECT COVID-19 (Coronavirus) Update

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

None, informational only.

FISCAL IMPACT:

None.

CONTACT NAME: Scheereen Dedman

PHONE/EMAIL: 7609325538 / sdedman@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)
No Attachments Available

History

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes
8/13/2020 1:23 PM	County Counsel	Yes
8/13/2020 4:01 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

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 EVALUATIONS. Government Code section 54957. Title: County Administrative Officer.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes
8/11/2020 4:43 PM	County Counsel	Yes
8/12/2020 1:35 PM	Finance	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

TIME REQUIRED

SUBJECT Closed Session - Labor Negotiations

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Dave Butters, Janet Dutcher, and Anne Frievalt. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Public Safety Officers Association (PSO). Unrepresented employees: All.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

Time	Who	Approval
8/14/2020 9:16 AM	County Administrative Office	Yes
8/12/2020 1:38 PM	County Counsel	Yes
8/12/2020 1:36 PM	Finance	Yes



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE August 18, 2020

Departments: Economic Development

TIME REQUIRED 20 minutes

PERSONS Jeff Simpson

SUBJECT Application for Community
Development Block Grant (CDBG)
CARES Act Funds

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Public hearing regarding request to approve by resolution an application for Community Development Block Grant (CDBG) CARES Act Funds in the amount of \$64,484 for a Microenterprise Financial and Technical Assistance Program.

RECOMMENDED ACTION:

Conduct public hearing. Consider and approve an application for Community Development Block Grant (CDBG) CARES Act Funds in the amount of \$64,484 for a Microenterprise Financial and Technical Assistance Program. Provide any desired direction to staff.

FISCAL IMPACT:

Up to and not to exceed \$2,500 for a consultant to assist with the application and documents. The grant funds, if awarded, are not included in the FY 2020-21 recommended budget at this time.

CONTACT NAME: Jeff Simpson

PHONE/EMAIL: 760-924-4634 / jsimpson@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff Report
<input type="checkbox"/> CDBG CARES ACT Presentation
<input type="checkbox"/> Proposed Resolution

History

Time	Who	Approval
8/14/2020 9:15 AM	County Administrative Office	Yes
8/14/2020 8:20 AM	County Counsel	Yes
8/13/2020 4:11 PM	Finance	Yes



MONO COUNTY ECONOMIC DEVELOPMENT

P.O. BOX 603, MAMMOTH LAKES, CALIFORNIA 93546
(760) 924-1743 • (800) 845-7922

Alicia Vennos
Economic Development Director
Avennos@mono.ca.gov
760-924-1743

Jeff Simpson
Economic Development Manager
Jsimpson@mono.ca.gov
760-924-4634

STAFF REPORT

SUBJECT: Request to Approve by Resolution an Application for Community Development Block Grant (CDBG) Cares Act Funds in the Amount of \$64,484 for a Microenterprise Financial and Technical Assistance Program

RECOMMENDATION: Approve resolution to submit application for CDBG Cares Act Response Round 1 funds to provide financial and technical assistance to local small businesses (microenterprise).

BACKGROUND: The California Department of Housing and Community Development announced the availability of the Community Development Block Grant Coronavirus Round 1 funding for local assistance in June 2020. Mono County has been allocated \$64,484. In order to access this allocation, the County must submit a funding request for a specific use of the funds. All applications for CDBG funds must be approved for submittal to the HCD by resolution. Projects and programs under this funding source must benefit low and moderate-income households and provide assistance to mitigate the impacts of the COVID-19 pandemic.

DISCUSSION: Due to the impacts of the COVID-19 Shelter in Place order, many local small businesses (Microenterprise) are in need of small grants up to \$5,000 and technical assistance to retain employees and stay in business. This CDBG program is designed to encourage businesses to retain existing employees and, in time, to provide capital to help create new jobs.

The Economic Development Department intends to arrange a contract with an experienced consultant to help set up the program and assist in the implementation of it by County Economic Development staff.

Approval by resolution authorizing the County of Mono to submit for funding in the amount of \$64,484 for the 2020/21 funding cycle of Community Development Block Grant (CDBG) CARES Act funding. Said application will include submission of the following activities:

Microenterprise Financial Assistance \$56,484

Administration \$8,000

FISCAL IMPACT: Up to and not to exceed \$2,500 for a consultant to assist with the application and documents.

Community Development Block Grant (CDBG) CARES ACT Business Grant Program



From the State of California
Department of Housing and Community Development
Community Development Block Grants



CDBG Cares Act Notice of Funding Availability (NOFA)

- NOFA Came Out June 2020
- Separate From Annual CDBG Application Cycle
- \$64,484 Available for Mono County
- We Must Apply by Resolution and use eCivis (online) Application
- Programs or Projects Must Meet CDBG Purpose **and** Mitigate Impacts of COVID-19



Three National Objectives

- All program/project activities must meet **one** of the following National Objectives:
 - Principally Benefit Low-income Households (housing) or Persons. These are beneficiaries with incomes at or below 80% of county median income
 - Mitigate Slums and Blight (spot basis) primarily eligible in Economic Development program and projects
 - Meet an Urgent Need – used only for disasters



Eligible Activities

- State CDBG categories of eligible activities:
 - Community Development (CD):
 - Housing Rehabilitation
 - Housing Acquisition
 - Public Improvements
 - Public Facilities
 - Public Services
 - **Economic Development (ED):**
 - **Microenterprise Assistance**
 - **Business Assistance**
 - **Over-the-Counter (OTC)**
 - **Planning and Technical Assistance (ED & CD)**



Economic Development (ED)

- We Recommend Applying For The CDBG CARES Act Fund for \$64,484 for a Microenterprise (Small Business) Financial and Technical Assistance Program
- Financial Assistance Means Mini Grants Up To \$5,000 per Business
- Business Must Show Need and How Funds Will be Used

Questions?



R20-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS APPROVING AN APPLICATION FOR FUNDING
AND THE EXECUTION OF A GRANT AGREEMENT AND ANY
AND ALL AMENDMENTS THERETO FROM THE
2020 COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM-
CORONAVIRUS RESPONSE ROUND 1 (CDBG-CV1)
NOFA DATED JUNE 5, 2020**

WHEREAS, the State of California, Department of Housing and Community Development (hereinafter “HCD”), administers a federal program known as the Community Development Block Grant Program (hereinafter “CDBG”); and

WHEREAS, in addition to CDBG General Allocation funding, HCD administers federal funds authorized by the Coronavirus Aid, Relief, and Economic Security (CARES) Act to provide extra CDBG funds specifically targeted to prevent, prepare, and respond to the COVID-19 emergency; and

WHEREAS, pursuant to the CARES Act, HCD published a Notice of Funding Availability (NOFA) for the Coronavirus Response Round 1 (CDBG-CV1) funds on June 5, 2020, announcing the availability of approximately \$18,700,000 in funding statewide of which the County is eligible to apply to the State for up to \$64,484.00 in CDBG-CV1 funds; and

WHEREAS, the Board of Supervisors conducted a noticed public hearing on August 18, 2020 requesting public input on the CDBG-CV1 NOFA; and

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

SECTION ONE: The Board of Supervisors has reviewed and hereby approves the submission of an application for funding from the CDBG-CV1 Notice of Funding Availability for up to \$64,484.00 for the following activity(ies):

- Microenterprise Financial and Technical Assistance Program – Up to \$64,484.00.

SECTION TWO: The County hereby approves the use of Program Income in an amount not to exceed \$64,484.00 for the CDBG-CV1 activity(ies) described in

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Section 1.

SECTION THREE: The Board of Supervisors acknowledges compliance with all federal and state public participation requirements in the development of its application.

SECTION FOUR: The Board of Supervisors hereby authorizes and directs the County Administrative Officer, or designee, to sign this application and act on the County’s behalf in all matters pertaining to this application.

SECTION FIVE: If the application is approved, the County Administrative Officer, or designee, is authorized to enter into, execute and deliver the grant agreement (i.e., Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION SIX: If the application is approved, the County Administrative Officer, or designees, is authorized to sign Fund Requests and other required reporting forms.

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

- AYES:**
- NOES:**
- ABSENT:**
- ABSTAIN:**

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel