



AGENDA

BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

Regular Meeting June 14, 2022

TELECONFERENCE INFORMATION

This meeting will be held via teleconferencing with members of the Board attending from separate remote locations. As authorized by AB 361, dated September 16, 2021, a local agency may use teleconferencing without complying with the teleconferencing requirements imposed by the Ralph M. Brown Act when a legislative body of a local agency holds a meeting during a declared state of emergency and local officials have recommended or imposed measures to promote social distancing or the body cannot meet safely in person and the legislative body has made such findings. Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting http://monocounty.granicus.com/MediaPlayer.php?publish_id=e42e610c-7f06-4b97-b1d6-739b1ff28cf8 To join the meeting by computer: Visit <https://monocounty.zoom.us/j/82456054900> Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 824 5605 4900. To provide public comment, press the "Raise Hand" button on your screen. To join the meeting by telephone: Dial (669) 900-6833, then enter Zoom Webinar ID 824 5605 4900. To provide public comment, press *9 to raise your hand and *6 to mute/unmute.

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

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

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

9:00 AM Call meeting to Order

 Pledge of Allegiance

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

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

2. **RECOGNITIONS - NONE**

3. **COUNTY ADMINISTRATIVE OFFICER**

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

4. **DEPARTMENT/COMMISSION REPORTS**

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

5. **CONSENT AGENDA**

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

A. **Ordinance Adopting Sheriff's Policy Regarding Military Equipment**

Departments: Sheriff

Proposed Ordinance Adopting the Mono County Sheriff's Policy Regarding Military Equipment Pursuant to AB 481.

Recommended Action: Adopt proposed ordinance.

Fiscal Impact: None. The policy relates to existing equipment within the Sheriff's Department and is in response to new state law requiring a policy for acquisition, funding and use of such equipment.

B. **Megabyte Contract Renewal**

Departments: Finance

Proposed contract and contract addendum with Megabyte Systems, Inc. pertaining to software maintenance agreement

Recommended Action: Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system, for an amount not to exceed \$145,000 for the first year (FY 2022-23) and with automatic annual renewals through July 1, 2027, at amounts adjusted by the CPI in subsequent years.

Fiscal Impact: Not to exceed \$145,000 for FY 2022-23 with \$95,577 allocated

to Finance and \$49,423 allocated to the Assessor. A share of the cost is reimbursed by the Property Tax Admin Fee to be received from non-school taxing jurisdictions.

C. Appointment of Molly Desbaillets to the Mono Basin RPAC

Departments: Community Development

5 minutes

(Bentley Regehr) - Appoint Molly Desbaillets to the Mono Basin Regional Planning Advisory Committee.

Recommended Action: Appoint Molly Desbaillets to the Mono Basin Regional Planning Advisory Committee, for a term ending on December 31, 2025, as recommended by Supervisor Gardner.

Fiscal Impact: None.

D. Monthly Treasury Transaction Report

Departments: Finance

Treasury Transaction Report for the month ending 4/30/2022.

Recommended Action: Approve the Treasury Transaction Report for the month ending 4/30/2022.

Fiscal Impact: None.

E. MOU-Infrastructure Funding Agreement for Workforce Innovation and Opportunity Act

Departments: Social Services

Memorandum of Understanding - Infrastructure Funding Agreement (MOU - IFA) between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act.

Recommended Action: Approve the proposed Memorandum of Understanding - Infrastructure Funding Agreement (MOU - IFA) between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act, for a term commencing on July 1, 2022 and terminating on June 30, 2025. Authorize Social Services Director, Kathy Peterson, to sign.

Fiscal Impact: None. Funding is provided by the Workforce Innovation and Opportunity Act.

F. Establishment of Ad Hoc Subcommittee for Development at 71 Davison Street, Mammoth

Departments: County Counsel

Creation of Ad Hoc Subcommittee regarding development of property at 71 Davison Street in Mammoth Lakes.

Recommended Action: Appoint Supervisor Kreitz and Chair Gardner to Ad Hoc Subcommittee, with direction to return to the Board with information and recommendations as needed but no less than quarterly for up to one year.

Fiscal Impact: None.

G. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from the March 8, 2022 and March 15, 2022 meetings of the Board of Supervisors. Approval of the Board Minutes from March 15, 2022 from the Board Minutes - Special Meeting.

Recommended Action: Approve the Board Minutes from the March 8, 2022 Regular Meeting. Approve the Board Minutes from March 15, 2022 Regular Meeting. Approve the Board Minutes from March 15, 2022 Special Meeting.

Fiscal Impact: None.

H. Resolution Making Findings under AB 361 Related to Remote Meetings

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of June 14, 2022 through July 14, 2022.

Recommended Action: Adopt proposed resolution.

Fiscal Impact: None.

6. CORRESPONDENCE RECEIVED - NONE

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

7. REGULAR AGENDA - MORNING

A. PUBLIC HEARING: Extension of Moratorium on Permitting New Short-term Rentals of Single-Family Residential Units

Departments: Community Development

PUBLIC HEARING: 9:00 AM (20 minutes)

(Bentley Regehr, Planning Analyst) - Public hearing to consider proposed ordinance to extend moratorium on short-term and transient rentals in single-family residences.

Recommended Action: (1) Adopt ORD22-___, an ordinance of the Mono County Board of Supervisors temporarily suspending approval of new short-term and transient rentals of single-family residential units in all land use designations; and (2) Find that the project is exempt from CEQA under CEQA Guidelines sections 15061(b)(3) and 15301, and instruct staff to file a Notice of Exemption.

Fiscal Impact: No impact to current revenues. Unknown amount of forgone revenue from new business licenses, transient occupancy taxes and Housing Mitigation Ordinance fees.

B. Mountain View Fire - Termination of Emergency Declarations

Departments: Mountain View Fire EOC

10 minutes

(Louis Molina, Operations Section Chief) - Declarations of Local Emergency and Local Health Emergency for the Mountain View Fire.

Recommended Action: Find that there is no longer a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020) and terminate such declarations.

Fiscal Impact: Now that debris removal efforts on properties which are potentially eligible for reimbursement and/or within the ability of the County to address, are complete, there is no longer a need to seek state or federal disaster assistance, and no longer a need to retain the emergency declarations.

C. Mental Health Services Act FY 22-23 Annual Update

Departments: Behavioral Health

40 minutes (20 minute presentation, 20 minute discussion)

(Amanda Greenberg and Robin Roberts) - Presentation by Amanda Greenberg and Robin Roberts regarding the Mental Health Services Act FY 22-23 Annual Update.

Recommended Action: (1) Receive staff presentation on Annual Update; (2) review and approve Annual Update; and (3) provide any other direction to staff.

Fiscal Impact: The MHSA 2022-2023 Annual Update outlines the planned expenditure of approximately \$3,200,000 of funding from the Mental Health Services Act, plus a one-time expenditure of approximately \$1,500,000 housing project funds. MCBH anticipates that it will realize increased Medi-Cal revenues by FY 2022-2023 that will also help offset some MHSA costs. There is no impact to the General Fund.

D. Memorandum of Understanding with the Paramedic Fire Rescue Association

Departments: CAO, HR, County Counsel, Finance

15 minutes

(Janet Dutcher, Finance and John Craig, CAO) - Proposed resolution adopting and approving a Memorandum of Understanding between the County and the Paramedic Fire Rescue Association (PFRA) for January 1, 2022 to December 31, 2024.

Recommended Action: Adopt proposed resolution #R22-____, Adopting and Approving a Memorandum of Understanding between the County and the PFRA.

Fiscal Impact: Approximately \$52,384 for 2022, \$119,195 for 2023, and \$188,958 for 2024. Total impact is approximately \$359,537.

E. Memorandum of Understanding with Deputy Sheriffs' Association

Departments: CAO, HR, County Counsel, Finance

15 minutes

(Janet Dutcher, Finance and John Craig, CAO) - Proposed resolution adopting and approving a Memorandum of Understanding between the Count and the Deputy Sheriffs' Association (DSA) for January 1, 2022 to December 31, 2024.

Recommended Action: Adopt proposed resolution #R22-____, Adopting and Approving a Memorandum of Understanding between the County and the DSA.

Fiscal Impact: Approximately \$170,521 for 2022, \$127,062 in 2023, and \$182,196 in 2024. Total impact is approximately \$479,779.

8. CLOSED SESSION

A. Closed Session - Exposure to Litigation

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

B. Closed Session - Existing Litigation

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Silver State Investors, LLC, (U.S. District Court, Eastern District Case No. 2:22-cv-00908-TLN).

C. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 12:00 P.M.

9. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

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

10. REGULAR AGENDA - AFTERNOON

A. Mono County Lease Financing (Replacement Jail Facility)

Departments: Finance

30 minutes

(Janet Dutcher) - Proposed resolution R22-____, authorizing the execution of certain financing documents with respect to the execution and delivery of tax-exempt lease financing documents in an aggregate principal amount not to exceed \$7,000,000 to finance a portion of the construction of a replacement jail facility. The anticipated total project cost is approximately \$32.9 million. The County anticipates receiving a SB-844 grant from the State of California in the amount of \$25 million.

Recommended Action: Adopt proposed resolution R22-____, authorizing the execution and delivery of a site and facilities lease and a property lease in an aggregate principal amount not to exceed \$7,000,000 to finance a portion of the construction of the Mono County Replacement Jail Facility and authorizing execution of necessary documents, certificates and related actions.

Fiscal Impact: This transaction will deposit at least \$6,450,000 of lease financing proceeds into the project fund for the Jail Replacement Facility project, after deduction for the cost of issuance. Average fiscal year debt service is estimated at \$465,851, with lease payments beginning October 1, 2022 through October 1, 2041.

11. BOARD MEMBER REPORTS

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

ADJOURN



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Sheriff

TIME REQUIRED

SUBJECT Ordinance Adopting Sheriff's Policy
Regarding Military Equipment

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed Ordinance Adopting the Mono County Sheriff's Policy Regarding Military Equipment Pursuant to AB 481.

RECOMMENDED ACTION:

Adopt proposed ordinance.

FISCAL IMPACT:

None. The policy relates to existing equipment within the Sheriff's Department and is in response to new state law requiring a policy for acquisition, funding and use of such equipment.

CONTACT NAME: Ingrid Braun or Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
6/7/2022 11:50 AM	County Counsel	Yes
6/3/2022 12:28 PM	Finance	Yes

6/10/2022 3:16 PM

County Administrative Office

Yes

MONO COUNTY
SHERIFF

A Commitment to Community Safety and Service



Ingrid Braun
Sheriff-Coroner

DATE: June 14, 2022
TO: The Honorable Board of Supervisors

Phillip West
Undersheriff

FROM: Ingrid Braun, Sheriff-Coroner

SUBJECT: County Ordinance Approving Sheriff's Office Military Equipment Policy

Recommended Action

Review and consider adopting the proposed County Ordinance authorizing the Sheriff's Office "Military Equipment Policy" as required by Government Code §§7070, et seq. The proposed County Ordinance was presented to the Board of Supervisors on June 7, 2022.

Background

On April 14, 2022, the Board of Supervisors was presented with information regarding the requirements of Assembly Bill (AB) 481. AB 481 requires each law enforcement agency to obtain approval of the applicable governing body, by adoption of a military equipment use policy, by ordinance at a regular meeting held pursuant to specified open meeting laws, for the continued use of military equipment acquired before January 1, 2022.

Discussion

As required, the Sheriff's Office proposed military equipment policy was submitted to the Board of Supervisors and available on our website for more than 30 days. The Sheriff's Office maintains and utilizes the listed equipment as tools necessary to maintain public safety.

Fiscal Impact

There is no impact to the General Fund.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "IB", written over a white background.

Ingrid Braun
Sheriff-Coroner

Attachment: Mono County Sheriff's Office Military Equipment Policy



ORDINANCE NO. ORD22-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING THE MONO COUNTY SHERIFF'S
POLICY REGARDING MILITARY EQUIPMENT PURSUANT TO AB 481**

WHEREAS, Governor Gavin Newsom signed AB 481 into law on September 30, 2021; and

WHEREAS, the legislative intent behind AB 481 is to increase the public transparency by which California law enforcement agencies fund, acquire, and/or use military equipment, as defined under AB 481; and

WHEREAS, AB 481 requires California law enforcement agencies to obtain approval of their applicable governing body, by adoption of a military equipment use policy, prior to taking certain actions relating to the funding, acquisition, and/or use of military equipment; and

WHEREAS, AB 481 requires California law enforcement agencies that receive approval for a military equipment use policy to submit to the applicable governing body an annual military equipment report for each type of military equipment approved by the governing body within one year of approval, and annually thereafter so long as the military equipment is available for use; and

WHEREAS, AB 481 requires the applicable governing body of the law enforcement agency to annually review the military equipment use policy to either disapprove a renewal of the authorization of a type of military equipment or amend the military equipment use policy; and

WHEREAS, the Sheriff's Department Policy Regarding Military Equipment, attached hereto as Exhibit A and incorporated herein by this reference, has been prepared by the Sheriff's Department as its proposed military equipment use policy; and

WHEREAS, a duly noticed public meeting was conducted by the Mono County Board of Supervisors at its regular meeting on April 19, 2022, to consider the policy.

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

SECTION ONE: Based on the above recitals, which are incorporated herein as findings, and the information provided at the public meeting, the Mono County Board of Supervisors determines that the Sheriff's Department Policy Regarding Military Equipment attached hereto as Exhibit A and

1 incorporated by this reference complies with the standards for approval under Government Code section
2 7070 and that:

- 3 1. The identified military equipment is necessary because there is no reasonable alternative that
4 can achieve the same objective of officer and civilian safety.
- 5 2. The Policy Regarding Military Equipment will safeguard the public's welfare, safety, civil
6 rights, and civil liberties.
- 7 3. The purchase and use of the identified military equipment is reasonably cost effective
8 compared to available alternatives that can achieve the same objective of officer and civilian
9 safety.
- 10 4. All military equipment used prior to the adoption of the above-mentioned policy complied
11 with applicable County and department policy in effect at that time, and adoption of the
12 policy will ensure future compliance.

13 **SECTION TWO:** The Sheriff's Department Policy Regarding Military Equipment (Exhibit A),
14 is hereby approved and adopted.

15 **SECTION THREE:** This ordinance shall become effective 30 days from the date of its
16 adoption and final passage, which appears immediately below. The Clerk of the Board of Supervisors
17 shall post this ordinance and also publish it in the manner prescribed by Government Code Section
18 25124 no later than 15 days after the date of its adoption and final passage. If the Clerk fails to publish
19 this ordinance within said 15-day period, then the ordinance shall not take effect until 30 days after the
20 date of publication.

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

23 **AYES:**

24 **NOES:**

25 **ABSENT:**

26 **ABSTAIN:**

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

30 **ATTEST:**

31 **APPROVED AS TO FORM:**

32 _____
Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Finance

TIME REQUIRED

SUBJECT Megabyte Contract Renewal

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed contract and contract addendum with Megabyte Systems, Inc. pertaining to software maintenance agreement

RECOMMENDED ACTION:

Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system, for an amount not to exceed \$145,000 for the first year (FY 2022-23) and with automatic annual renewals through July 1, 2027, at amounts adjusted by the CPI in subsequent years.

FISCAL IMPACT:

Not to exceed \$145,000 for FY 2022-23 with \$95,577 allocated to Finance and \$49,423 allocated to the Assessor. A share of the cost is reimbursed by the Property Tax Admin Fee to be received from non-school taxing jurisdictions.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Megabyte Contract

History

Time

Who

Approval

6/8/2022 1:56 PM	County Counsel	Yes
6/3/2022 12:28 PM	Finance	Yes
6/10/2022 3:16 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

COUNTY OF MONO

Gerald A. Frank, CGIP
Assistant Finance Director
Treasurer-Tax Collector

Janet Dutcher, CPA, CGFM, MPA
Finance Director

Kimberly Bunn
Assistant Finance Director
Auditor-Controller

P.O. Box 495
Bridgeport, California 93517
(760) 932-5480
Fax (760) 932-5481

P.O. Box 556
Bridgeport, California 93517
(760) 932-5490
Fax (760) 932-5491

Date: June 14, 2022
To: Honorable Board of Supervisors
From: Janet Dutcher, Finance Director
Subject: Property Tax Software Maintenance Contract

Recommended Action:

Approve and authorize board chair signature on proposed contract and addendum with Megabyte Systems, Inc. for software maintenance and web services pertaining to the County property tax system not to exceed \$145,000 for the first year, adjusted annually by CPI in subsequent years.

Discussion:

Megabyte is the County's property tax software that facilitates property valuation, calculation, billing, collection, and administration, including apportionments, roll maintenance, delinquent collections, installment plans, and tax sales. The annual maintenance support agreement and addendum for web services for the property tax software covers the period of July 1, 2022 to June 30, 2023 with our software provider, Megabyte Systems, Inc. This agreement also has an auto renewal clause which allows the contract to be renewed for up to 4 additional years. Maintenance support costs for the software are not to exceed \$136,640.32 and includes the Assessor online business property filing function. Web services total \$8,359.68 and include on-line payments and electronic access to tax information for the public. The total annual cost is shared by the Assessor and the Finance Department.

Fiscal Impact:

Not to exceed \$145,000 for FY 2022-23 with \$95,577 allocated to Finance and \$49,423 allocated to the Assessor. A share of the cost is reimbursed by the Property Tax Admin Fee to be received from non-school taxing jurisdictions.

**AGREEMENT
MPTS PROPERTY TAX SYSTEM
MAINTENANCE**

1 THIS SUPPORT AGREEMENT, is for the term beginning July 1, 2022 and terminating June 30, 2023
2 by and between the COUNTY OF MONO, hereinafter referred to as the "County" and MEGABYTE
3 SYSTEMS INC, whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin, California 95677,
4 hereinafter referred to as the "Contractor". Federal Id: 77-0547969.

- 5 1. The County hereby engages the services of the Contractor, and the Contractor agrees to
6 serve County in accordance with the terms and conditions set forth herein.
- 7 2. Work. Subject to the terms and conditions set forth in this Agreement, Contractor shall
8 provide the services described in Exhibit A.
- 9 3. Price. In consideration of Contractor's fulfillment of the promised work, County shall pay
10 Contractor the amount set forth in Exhibit B. Support to County in excess of the terms of
11 this Agreement, as deemed necessary by County, will be billable to County at Contractor's
12 standard hourly rate subject to advance written approval of County. If on-site support is
13 required, travel time and expenses will be charged in addition to the hourly rate for work
14 on-site.
- 15 4. Payments. County shall make payments of compensation hereunder monthly on submittal
16 of an invoice. Contract payments are due and payable to Megabyte Systems, Inc. 2630
17 Sunset Blvd, Suite 100, Rocklin, California 95677, within 15 working days of receipt of the
18 invoice. Invoices shall be submitted to:

19 Mono County Department of Finance
20 PO Box 556
21 Bridgeport, CA 93517

22 The total sum of all payments made by the County to Contractor for services and work
23 performed under this Agreement shall not exceed \$145,000.00 for FY-2022/23. This
24 amount will increase each Fiscal year this Agreement is in effect in conformity with the
25 autorenewal provisions in paragraph 18 of the Agreement.

- 26 5. Changes. Changes and modifications to this Agreement may only be made by prior
27 written change order of County, accepted in writing by the Contractor, specifying such
28 change(s) including adjustment(s) to price and delivery schedule (if any), as are agreed to

29 by the parties hereto. In no case shall County pay for any extra work or material furnished
30 except as previously agreed upon in such a written change order. The Contractor and the
31 County shall determine whether any change or modification will cause a delay in
32 Contractor completing all work and if so, the duration of such delay.

33 6. County's Responsibility to Provide. County will provide, at its own expense, access to
34 Megabyte via Megabyte's network or via the Internet as long as it is at acceptable speeds
35 (County minimum of T1 or business DSL speed).

36 7. No Waiver by County. Inspection of the work by the County, or the statement by any
37 officer, agent, or employee of the County, prior to written acceptance of the work or any
38 part thereof, indicating that the work or any part thereof complies with the requirements
39 of this Agreement, or the County's payment for the whole or any part of the work, or any
40 combination of these acts, shall not relieve the Contractor of obligation to fulfill this
41 Contract as prescribed. Waiver of any provision of this Agreement by the County in any
42 single instance shall not prejudice County's right to enforcement of all provisions of this
43 Agreement in any other instance.

44 8. Hold Harmless. Contractor agrees to defend, indemnify, save and hold harmless the
45 County, its officers, agents, and employees, from and against any and all claims and
46 losses whatsoever accruing or resulting to any and all persons, firms or corporations for
47 damage, injury or death as a result of negligence by Contractor in Contractor's
48 performance of this Agreement.

49 9. Patent or Copyright Infringement.

50 A. Contractor represents that the materials and products produced hereunder do not
51 violate others intellectual property rights (which include patent, copyright, trademark,
52 trade secret or other proprietary right.) In the event a claim, cause of action,
53 proceeding or other legal action should arise in which there are claims that the
54 materials and/or products infringe or violate another's intellectual property rights,
55 Contractor shall undertake to protect, defend, settle or resolve the proceeding at no
56 cost, whatsoever, to County, including, but not by way of limitation, legal fees,
57 disbursements, judgments, or the like. Contractor shall protect, defend and
58 indemnify and hold County harmless, subject only to County giving Contractor
59 prompt written notice of any such third party claim, cause of action or proceedings
60 and rendering to Contractor any reasonable information, assistance or access to
61 documents and materials required in the defense of any such cause of action.

- 62 B. Should the materials and/or products in Contractor's opinion, be likely or become the
63 subject of a claim of infringement of a patent, copyright or trademark, Contractor
64 may do any of the following: (1) obtain a legally binding right for County to use, at
65 no cost to County, the material and/or product; (2) replace or modify the material
66 and/or product so that it is non-infringing yet still complies with the RFP and the
67 Contract specifications; (3) repurchase the material and/or product by refunding all
68 moneys paid by County to Contractor for the material and/or product less
69 depreciation and reasonable costs for use and such other amounts as are mutually
70 agreeable to County and Contractor.
- 71 10. Title to Work. Upon termination of this Agreement for any reason title to, ownership of,
72 and all applicable patents, copyrights and trade secrets in the MPTS software, shall
73 remain with the contractor as owner/holder of such patents, copyrights, and trade
74 secrets, who shall retain complete rights to market such product, and no such rights shall
75 pass to County. However, County shall receive, at no additional cost, a perpetual license
76 to use such products for its own use.
- 77 11. Source Code. Contractor shall place source code for the licensed software and any
78 changes thereto, into a software escrow account. County shall have access to the source
79 code in the event Contractor fails to fulfill its maintenance and support obligations, or in
80 the event of bankruptcy, dissolution, or appointment of a receiver for Contractor. County
81 shall be able to use the source code according to the terms of this Agreement, and must
82 also be permitted to modify the code for its own use consistent with this Agreement.
- 83 12. Insurance. Contractor shall maintain, at Contractor's own expense during the term
84 hereof, insurance with respect to Contractor's performance of this Agreement of the
85 types and in the minimum amounts described generally as follows:
- 86 A. Full Workers' Compensation and Employer's Liability Insurance covering all
87 employees of Contractor as required by law in the State of California.
- 88 B. Comprehensive Public Liability Insurance or Comprehensive Liability Insurance
89 (Bodily Injury and Property Damage) of not less than One Million Dollars
90 (\$1,000,000) combined single limit per occurrence (claim made).
- 91 C. Comprehensive Automobile Liability Insurance (Bodily Injury and Property Damage)
92 on owned, hired, leased and non owned vehicles used in conjunction with
93 Contractor's business of not less than Three Hundred Thousand (\$300,000)
94 combined single limit per occurrence (claim made).

- 95 13. Proof of Insurance. Simultaneous with the execution of this Agreement, proof of the
96 aforementioned insurance shall be furnished by the Contractor to the County by
97 certificates of insurance. Such certificates shall specify that County must be given written
98 notice 30 days prior to the cancellation or modification of any such insurance.
- 99 14. Insurance in Force and Effect During Contract Period. The insurance specified above
100 shall be in a form and placed with an insurance company or companies satisfactory to
101 County, and shall be kept in force and effect until completion to the satisfaction and
102 acceptance by County of all work to be performed by the Contractor under this
103 Agreement.
- 104 15. Confidentiality. Confidential information is defined as all information disclosed to
105 Contractor which relates to the County's past, present, and future activities, as well as
106 activities under this Contract. Contractor will hold all such information in trust and
107 confidence. Upon cancellation or expiration of this Agreement, Contractor will return to
108 County all written and descriptive matter which contains any such confidential
109 information.
- 110 16. Independent Contractor. Contractor shall perform this contract as an independent
111 contractor for all purposes. Contractor is not, and shall not be deemed, a County
112 employee for any purpose, including worker's compensation. Contractor shall, at
113 Contractor's own risk and expense, determine the method and manner by which the
114 duties imposed on Contractor by this contract shall be performed; provided that County
115 may monitor the work performed by Contractor; and provided further that Contractor shall
116 observe and comply with all laws and rules applicable to County in performing the work.
117 Contractor, not County, shall be responsible for Contractor's negligence and that of
118 Contractor's agents and employees in performing the work. Contractor shall be entitled
119 to none of the benefits accorded to a County employee. County shall not deduct or
120 withhold any amounts whatsoever from the compensation paid to Contractor, including
121 but not limited to amounts required to be withheld for state and federal taxes. Contractor
122 alone shall be responsible for all such payments.
- 123 17. Termination. The County or Contractor may terminate this Agreement with 60 days
124 written notices.
- 125 18. Autorenewal. Between July 1, 2022 and July 1, 2026, this Agreement shall auto renew for
126 an additional term of one year term unless County notifies Contractor of its intent not to
127 renew by June 10TH of each year this Agreement is in effect. Accordingly, on July 1, 2027,
128 this Agreement shall terminate and not auto renew. The fees owed to Contractor each year

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this Agreement auto renews shall be adjusted annually each Fiscal year beginning on July 1, 2023 in accordance with the percentage increase in the Consumer Price Index for the Pacific Cities and U.S. Cities Average published for the previous December of each year.

18. Notices. All notices provided for by this Agreement shall be in writing and may be delivered by deposit in the First Class United States mail, by certified, or by registered mail, postage prepaid. All notices appertaining to the provisions of this Agreement, shall be addressed to Contractor's office, located at 2630 Sunset Blvd, Suite 100, Rocklin, California 95677. Notices to the County shall be addressed Mono County Finance Director. PO Box 556. Bridgeport, CA 93517. Effective date of all notices shall permit a minimum of five (5) days for transit in the mails.

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

By _____

Dated: _____

CONTRACTOR: Megabyte Systems, Inc

By N. Betts

Nicholas M. Betts, President
"CONTRACTOR"

Dated: 5.6.22

EXHIBIT A

SCOPE OF SERVICE

MPTS maintenance support services

Contractor will provide the following maintenance support services:

- Hot line phone support for County's Assessor, Tax Collector and Auditor user staff, as required, concerning the operation of the property tax system – MPTS.
- Diagnosis of application problems and suggested solutions.
- Application software corrections as needed by system failure to meet system requirements. This does NOT include any fixes for problems arising through alteration of the database by means other than Megabyte personnel.
- New State mandated change to the application of property and tax assessment statutes.
- Enhancements/Upgrades to the application software at the discretion of Megabyte Systems.
- Installation/Setup of application stored procedures/triggers/database-scheduled tasks when necessary.
- MPTS application training classes:
 - Web training classes
 - Training materials will be posted on the Megabyte website
 - Some sessions may be offered in house for detailed hands-on training at no cost for the session (County will be responsible for travel expenses)
- Roll turnover & roll over support to accommodate County off-hour support if desired:
 - Megabyte will optionally offer (based on County needs) roll turnover/rollover of scheduled jobs leaving reports out at the County (balancing/review is the responsibility of County).
 - Megabyte will review for consistency and set up – completion of jobs i.e. ascertain correctness of control records, job setup, scheduling, conflicts.
 - Backup: 2nd copy of 601 rolls and tax rolls for 12-year history retention to be held by Megabyte if requested by the County. Primary backup of the 601 roll and related system backups are County responsibilities.
 - Assistance with balancing property and tax assessment programs.
 - Assistance with producing fixes (i.e. mass roll changes) to correct erroneous assessment or tax roll results, whether due to County or Megabyte actions. However, County is responsible for meeting statutory requirements and proper updating of the Megabyte Systems with all current data, such as tax rates. Assistance to fix problems caused by County failure to update base assessment data will be a billable item to the County.

County will provide, at it's own expense, access to Megabyte via Megabyte network or via the Internet as long as it is at acceptable speeds (County minimum of T1 or business DSL speed).

County must grant Megabyte full administrator rights (SA).

SQL server database support services

Contractor will provide the following SQL sever database services:

- Necessary tuning/routine maintenance/notification of service pack upgrades needed. (These must be run by County personnel on the physical machine).
- General SQL maintenance.
- Monitoring of SQL logs for errors and corrective action.
- Daily batch job monitoring and fixes/notification of failures.
- Scheduling of overnight jobs.
- Installation upgrades to SQL versions when Megabyte upgrades the application software to a new version (Note: this does not include any cost associated with the purchase of SQL Server System Software – this cost is the responsibility of the County. Megabyte will install it and do any necessary property system upgrades). Megabyte determines the need to upgrade to a newer version of SQL.
- Rebuild database(s) if necessary due solely to SQL Server generated problems. (Exclusion: If the cause is failure by the user to detect operating system errors & take corrective action or notify Megabyte, then this activity will be billable to the County).
- SQL Support services are for the primary and inquiry (aka backup server) servers only.

County shall perform the following tasks:

- Ensuring the SQL Executive and SQL Server are running and restart if necessary.
- NT Server printer setup and documentation.
- Monitor disk space on NT Server.
- MPTS system backups.
- Network problems.
- Software/Hardware conflict issues.
- Install SQL Server service packs when notified to do so by Megabyte.
- Install MPTS service packs when notified to do so by Megabyte.

If on-site support is required travel time and expenses will be billable to County at the standard rate for Contractor.

Online Business Property Filing Maintenance/Support (Assessor Function)

Contractor shall provide the following MPTS Online Business Property Filing Maintenance & Support to this application as follows:

- Ability for business taxpayers to file their 571L, 571A and 571F personal property forms via the Internet.

Features Include:

- Previous year costs and net change
- View/Print of completed form(s)
- Extraction of data for web access
- Audit reports
- Import/merge of filed data to the personal property system
- Images/PDF retained of the filed statements with access via the personal property subsystem

EXHIBIT B

PAYMENT FOR SERVICES RENDERED

The monthly support cost for services described in Exhibit A – Scope of Service shall be as follows:

Term	Description	Amount
7/1/2022 – 6/30/2023	MPTS Property Tax System Maintenance/Support	\$10,787.09 per month
7/1/2022 – 6/30/2023	Assessor Function Online Business Property Filing Maintenance/Support	\$3,488.23 Annual charge

COMPENSATION FOR EXTRA SERVICES

COUNTY shall compensate CONTRACTOR for requested Extra Services and reimburse CONTRACTOR for expenses incurred in connection with the provision of such Extra Services as follows:

1. Emergency off-site support outside of the hours 8 AM to 5 PM or on weekends or holidays, with a four-hour minimum:
\$150.00 per hour
2. On-site support, with a four-hour minimum, including time in transit.
\$150.00 per hour
3. Travel expenses: At actual cost in accordance with County's current travel expense policy.

**ADDENDUM TO AGREEMENT FOR
MEGABYTE PROPERTY TAX SYSTEM
MAINTENANCE
DATED JULY 1, 2022**

**MEGABTYE SYSTEMS, INC
MPTS WEB SERVICES**

This MPTS Web Services Agreement is by and between the County of Mono, hereinafter referred to as the "County" and Megabyte Systems, Inc. whose mailing address is 2630 Sunset Blvd, Suite 100, Rocklin. California, 95677, hereinafter referred to as "Contractor". Federal ID #: 77-0547969.

1. This Agreement is considered to be an addendum to the existing Agreement for Property Tax System Maintenance dated July 1, 2022 in effect between County and Contractor.
2. **Grant of License.** Contractor hereby grants to County a personal, non-transferable and non-exclusive license to use the Tax Collector Public Version and the Assessor Public Version of the MPTS Web Services.

The License granted to the County is expressly limited to the executable form of the Software only. The program code and programming language in which Contractor writes the Software (the "Source Code"), as well as any relevant documentation, including the Source Code, and instructions to maintain, duplicate, and compile to Source Code (the "Source Materials"), remain the exclusive property of Contractor.

3. Upon termination of this Agreement for any reason title to, ownership of, and all applicable patents, copyrights and trade secrets in the MPTS Web software, shall remain with the contractor as owner/holder of such patents, copyrights, and trade secrets, who shall retain complete rights to market such product, and no such rights shall pass to County.
4. **Term.** The license granted shall commence upon the date of installation of the software and shall remain in force for as long as the annual maintenance fee is paid to Contractor by County.
5. **Services to be provided.** Contractor shall provide the following MPTS Web Services to the County.

Public Version for Assessor and Tax Collector Departments:

- Search capabilities limited to Parcel or Assessment numbers.
 - Assessor Inquiry – Current Assessment Roll information only.
 - Tax Collector – Current Tax Roll information only.
 - Cosmetic Customizations only i.e. color schemes, County logos, etc.
 - Note: this version does not have any Security features. Name only appears, not address.
 - Up to seven years (dependent on the number of historical years retained by County in MPTS) View/Print Taxbill Online (additional annual charge of \$2,500.00 included in price below)
6. **Price.** The annual charge for the MPTS Web Services described above is \$8,359.68. If on-site support is required travel time and expenses will be billable to County at the Contractor rate provided in the Agreement.
 7. County must provide communication access to Contractor via the Web at acceptable speeds (County minimum of 128K).
 8. **Termination.** County or Contractor may terminate this Addendum with 60 days written notice. This Agreement may be terminated without affecting the basic Property Tax Support Agreement.

**ADDENDUM TO AGREEMENT FOR
MEGABYTE PROPERTY TAX SYSTEM
MAINTENANCE
DATED JULY 1, 2022**

**MEGABTYE SYSTEMS, INC
MPTS WEB SERVICES**

County of Mono

Contractor: Megabyte Systems, Inc

N. Betts

Nicholas M. Betts, President

Dated: _____

Dated: 5.6.22



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Community Development

TIME REQUIRED 5 minutes

PERSONS APPEARING BEFORE THE BOARD Bentley Regehr

SUBJECT Appointment of Molly Desbaillets to the Mono Basin RPAC

AGENDA DESCRIPTION:

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

Appoint Molly Desbaillets to the Mono Basin Regional Planning Advisory Committee.

RECOMMENDED ACTION:

Appoint Molly Desbaillets to the Mono Basin Regional Planning Advisory Committee, for a term ending on December 31, 2025, as recommended by Supervisor Gardner.

FISCAL IMPACT:

None.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 7609244602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
staff report
Application

History

Time	Who	Approval
6/6/2022 2:05 PM	County Counsel	Yes
6/3/2022 12:28 PM	Finance	Yes

6/10/2022 3:09 PM

County Administrative Office

Yes

Mono County Community Development Department

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

Planning Division

PO Box 8
Bridgeport, CA 93517
760.932.5420, fax 932.5431
www.monocounty.ca.gov

June 7, 2022

TO: Honorable Mono County Board of Supervisors
FROM: Bentley Regehr, Planning Analyst, for Bob Gardner, District 3 Supervisor
RE: Mono Basin RPAC Appointment

RECOMMENDATION

1. Appoint Molly Desbaillets to the Mono Basin Regional Planning Advisory Committee, as recommended by Supervisor Gardner.

FISCAL IMPACT

No fiscal impacts are expected.

DISCUSSION

The Mono Basin Regional Advisory Committee (RPAC) may consist of up to fifteen members and nine seats are currently vacant. Supervisor Gardner recommends appointing Molly Desbaillets to her first term to fill one of the currently vacant seats through December 31, 2023, in order to retain staggered term expirations. Ms. Desbaillets will be eligible for appointment to a full four-year term at the end of 2023. The application for the proposed applicant is attached and includes a statement of community interests. With the seat filled, the Mono Basin RPAC will consist of seven members.

Existing members are listed below.

Existing members	Term Expires
Lisa Cutting	12.31.25
Bartshe Miller	12.31.25
Duncan King	12.31.25
Ronda Kauk	12.31.23
Elin Ljung	12.31.23
Jake Suppa	12.31.25

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

If you have questions regarding this matter, please contact Supervisor Gardner or Bentley Regehr at 760.924.4602.

Some information removed to protect privacy

Regional Planning Advisory Committees

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

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

MEMBERSHIP APPLICATION

This application is for membership in the following RPAC (choose one):

- | | |
|--|--|
| <input type="checkbox"/> Antelope Valley | <input type="checkbox"/> June Lake CAC (Citizens Advisory Committee) |
| <input type="checkbox"/> Benton/Hammil | <input type="checkbox"/> Long Valley |
| <input type="checkbox"/> Bridgeport Valley | <input checked="" type="checkbox"/> Mono Basin |
| <input type="checkbox"/> Chalfant Valley | <input type="checkbox"/> Swall Meadows |

Name _Molly DesBaillets


City/State/Zip REMOVED

_____ Phone (eve.) _____

Email REMOVED

_____ Occupation/Business Executive Director/ First 5 Mono

Special interests or concerns about the community: I seek to rejoin after a 10 year hiatus. My interests are as an ally to the Tribe, and to represent the perspective of someone who grew up in the Basin. A concern of mine is that input and representation on RPAC does not reflect the diversity of the community.

Signature  Date 4/27/2022



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Finance

TIME REQUIRED

SUBJECT Monthly Treasury Transaction Report

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Treasury Transaction Report for the month ending 4/30/2022.

RECOMMENDED ACTION:

Approve the Treasury Transaction Report for the month ending 4/30/2022.

FISCAL IMPACT:

None.

CONTACT NAME: Gerald Frank

PHONE/EMAIL: 7609325483 / gfrank@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Treasury Transaction Report for the month ending 4/30/2022

History

Time	Who	Approval
6/7/2022 11:45 AM	County Counsel	Yes
5/27/2022 1:54 PM	Finance	Yes
6/10/2022 3:10 PM	County Administrative Office	Yes



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2022, End Date: 4/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Buy Transactions									
Buy	4/6/2022	91282CBD2	1,000,000.00	T-Note 0.125 12/31/2022	99.01	990,100.00	331.49	1.48	990,431.49
Buy	4/7/2022	9128286Z8	1,000,000.00	T-Note 1.75 6/30/2024	98.19	981,875.00	4,689.23	2.59	986,564.23
Buy	4/12/2022	3133ENUH1	1,000,000.00	FFCB 3.33 4/12/2027-23	100.00	1,000,000.00	0.00	3.33	1,000,000.00
Buy	4/18/2022	3130AQ3F8	1,000,000.00	FHLB 1.15 12/10/2024-22	96.05	960,500.00	4,088.89	2.71	964,588.89
Buy	4/19/2022	912828W71	1,000,000.00	T-Note 2.125 3/31/2024	99.38	993,820.00	1,103.14	2.45	994,923.14
Buy	4/20/2022	14042RQS3	246,000.00	Capital One NA 2.8 4/20/2027	100.00	246,000.00	0.00	2.80	246,000.00
Buy	4/20/2022	90331HPL1	500,000.00	US Bank NA 2.05 1/21/2025	97.55	487,760.00	2,534.03	2.98	490,294.03
Buy	4/26/2022	3133ENV9D	1,000,000.00	FFCB 2.875 4/26/2027	99.29	992,900.00	0.00	3.03	992,900.00
Subtotal			6,746,000.00			6,652,955.00	12,746.78		6,665,701.78
Deposit	4/7/2022	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	4/8/2022	CAMP60481	3,000,000.00	California Asset Management Program LGIP	100.00	3,000,000.00	0.00	0.00	3,000,000.00
Deposit	4/12/2022	CAMP60481	2,000,000.00	California Asset Management Program LGIP	100.00	2,000,000.00	0.00	0.00	2,000,000.00
Deposit	4/15/2022	LAIF6000Q	37,853.28	Local Agency Investment Fund LGIP	100.00	37,853.28	0.00	0.00	37,853.28
Deposit	4/29/2022	CAMP60481	2,123.89	California Asset Management Program LGIP	100.00	2,123.89	0.00	0.00	2,123.89
Deposit	4/29/2022	OAKVALLEY0670	1,748.36	Oak Valley Bank Cash	100.00	1,748.36	0.00	0.00	1,748.36
Deposit	4/29/2022	OAKVALLEY0670	24,550,484.50	Oak Valley Bank Cash	100.00	24,550,484.50	0.00	0.00	24,550,484.50
Subtotal			31,592,210.03			31,592,210.03	0.00		31,592,210.03
Total Buy Transactions			38,338,210.03			38,245,165.03	12,746.78		38,257,911.81
Interest/Dividends									
Interest	4/1/2022	299547AQ2	0.00	Evansville Teachers Federal Credit Union 2.6 6/12/		0.00	549.85	0.00	549.85
Interest	4/1/2022	59161YAP1	0.00	Metro Credit Union 1.7 2/18/2027		0.00	359.52	0.00	359.52
Interest	4/1/2022	13063DAD0	0.00	California State GO UNLTD 2.367 4/1/2022		0.00	5,917.50	0.00	5,917.50
Interest	4/1/2022	538036HP2	0.00	Live Oak Banking Company 1.85 1/20/2025		0.00	391.24	0.00	391.24
Interest	4/1/2022	76124YAB2	0.00	Resource One Credit Union 1.9 11/27/2024		0.00	395.36	0.00	395.36
Interest	4/1/2022	91435LAB3	0.00	University of Iowa Community Credit Union 3 4/28/2		0.00	624.25	0.00	624.25



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2022, End Date: 4/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/1/2022	499724AD4	0.00	Knox TVA Employee Credit Union 3.25 8/30/2023		0.00	676.27	0.00	676.27
Interest	4/1/2022	911312BK1	0.00	United Parcel Service 2.5 4/1/2023-23		0.00	6,250.00	0.00	6,250.00
Interest	4/1/2022	13063DLZ9	0.00	State of California 3 4/1/2024		0.00	7,500.00	0.00	7,500.00
Interest	4/1/2022	052392AA5	0.00	Austin Telco FCU 1.8 2/28/2025		0.00	380.66	0.00	380.66
Interest	4/2/2022	15118RUR6	0.00	Celtic Bank 1.35 4/2/2025		0.00	285.50	0.00	285.50
Interest	4/2/2022	3133EJD48	0.00	FFCB 3.05 10/2/2023		0.00	15,250.00	0.00	15,250.00
Interest	4/5/2022	3135G0T78	0.00	FNMA 2 10/5/2022		0.00	10,000.00	0.00	10,000.00
Interest	4/5/2022	3133EMVD1	0.00	FFCB 0.33 4/5/2024-22		0.00	1,650.00	0.00	1,650.00
Interest	4/5/2022	32117BCX4	0.00	First National Bank Dama 2.8 5/5/2023		0.00	592.14	0.00	592.14
Interest	4/7/2022	90983WBT7	0.00	United Community Bank 1.65 2/7/2025		0.00	348.94	0.00	348.94
Interest	4/8/2022	29367SJK8	0.00	Enterprise Bank & Trust 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	4/8/2022	89579NCB7	0.00	Triad Bank/Frontenac MO 1.8 11/8/2024		0.00	380.66	0.00	380.66
Interest	4/8/2022	3134GWY26	0.00	FHLMC 0.57 10/8/2025-21		0.00	2,850.00	0.00	2,850.00
Interest	4/9/2022	59452WAE8	0.00	Michigan Legacy Credit Union 3.45 11/9/2023		0.00	729.60	0.00	729.60
Interest	4/10/2022	7954502D6	0.00	Sallie Mae Bank/Salt Lake 2.75 4/10/2024		0.00	3,359.52	0.00	3,359.52
Interest	4/10/2022	25460FCF1	0.00	Direct Federal Credit Union 3.5 9/11/2023		0.00	740.18	0.00	740.18
Interest	4/10/2022	59013JZP7	0.00	Merrick Bank 2.05 8/10/2022		0.00	426.57	0.00	426.57
Interest	4/10/2022	58404DAP6	0.00	MEDALLION BANK 2.15 10/11/2022		0.00	2,626.53	0.00	2,626.53
Interest	4/11/2022	3133EJKN8	0.00	FFCB 2.7 4/11/2023		0.00	13,500.00	0.00	13,500.00
Interest	4/11/2022	70320KAX9	0.00	Pathfinder Bank 0.7 3/11/2026		0.00	148.04	0.00	148.04
Interest	4/12/2022	856487AM5	0.00	State Bank of Reeseville 2.6 4/12/2024		0.00	549.85	0.00	549.85
Interest	4/13/2022	66736ABP3	0.00	Northwest Bank 2.95 2/13/2024		0.00	623.86	0.00	623.86
Interest	4/13/2022	69417ACG2	0.00	Pacific Crest Savings Bank 2.85 3/13/2024		0.00	602.72	0.00	602.72
Interest	4/13/2022	15721UDA4	0.00	CF Bank 2 8/13/2024		0.00	422.96	0.00	422.96
Interest	4/13/2022	25665QAX3	0.00	Dollar BK Fed Savings BK 2.9 4/13/2023		0.00	3,542.77	0.00	3,542.77
Interest	4/14/2022	32114VBT3	0.00	First National Bank of Michigan 1.65 2/14/2025		0.00	348.94	0.00	348.94
Interest	4/14/2022	17801GBX6	0.00	City National Bank of Metropolis 1.65 2/14/2025		0.00	348.94	0.00	348.94



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2022, End Date: 4/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/14/2022	3133EMCP5	0.00	FFCB 0.52 10/14/2025-21		0.00	2,600.00	0.00	2,600.00
Interest	4/14/2022	45581EAR2	0.00	Industrial and Commercial Bank of China USA, NA 2.		0.00	551.42	0.00	551.42
Interest	4/15/2022	20143PDV9	0.00	Commercial Bank Harrogate 3.4 11/15/2023		0.00	719.03	0.00	719.03
Interest	4/15/2022	061785DY4	0.00	Bank of Deerfield 2.85 2/15/2024		0.00	602.72	0.00	602.72
Interest	4/15/2022	30257JAM7	0.00	FNB Bank Inc/Romney 3 1/16/2024		0.00	634.44	0.00	634.44
Interest	4/15/2022	3130ALU51	0.00	FHLB 1.05 4/15/2026-21		0.00	5,250.00	0.00	5,250.00
Interest	4/15/2022	62384RAF3	0.00	Mountain America Federal Credit Union 3 3/27/2023		0.00	624.25	0.00	624.25
Interest	4/16/2022	3133EK3B0	0.00	FFCB 1.5 10/16/2024		0.00	7,500.00	0.00	7,500.00
Interest	4/16/2022	740367HP5	0.00	Preferred Bank LA Calif 2 8/16/2024		0.00	422.96	0.00	422.96
Interest	4/16/2022	33640VCF3	0.00	First Service Bank 3.3 5/16/2023		0.00	697.88	0.00	697.88
Interest	4/17/2022	87165FZD9	0.00	Synchrony Bank 1.45 4/17/2025		0.00	1,793.07	0.00	1,793.07
Interest	4/17/2022	219240BY3	0.00	Cornerstone Community Bank 2.6 5/17/2024		0.00	549.85	0.00	549.85
Interest	4/17/2022	50116CBE8	0.00	KS Statebank Manhattan KS 2.1 5/17/2022		0.00	436.97	0.00	436.97
Interest	4/18/2022	08173QBX3	0.00	BENEFICIAL BANK 2.15 10/18/2022		0.00	2,626.53	0.00	2,626.53
Interest	4/18/2022	457731AK3	0.00	Inspire Federal Credit Union 1.15 3/18/2025		0.00	243.20	0.00	243.20
Interest	4/18/2022	00257TBJ4	0.00	Abacus Federal Savings Bank 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	4/18/2022	22766ABN4	0.00	Crossfirst Bank 2.05 8/18/2022		0.00	426.57	0.00	426.57
Interest	4/18/2022	48836LAF9	0.00	Kemba Financial Credit Union 1.75 10/18/2024		0.00	370.09	0.00	370.09
Interest	4/18/2022	202291AG5	0.00	Commercial Savings Bank 1.8 10/18/2024		0.00	2,216.91	0.00	2,216.91
Interest	4/19/2022	560507AJ4	0.00	Maine Savings Federal Credit Union 3.3 5/19/2023		0.00	697.88	0.00	697.88
Interest	4/19/2022	404730DA8	0.00	Haddon Savings Bank 0.35 10/20/2025		0.00	434.56	0.00	434.56
Interest	4/19/2022	310567AB8	0.00	Farmers State Bank 2.35 9/19/2022		0.00	488.99	0.00	488.99
Interest	4/19/2022	474067AQ8	0.00	Jefferson Financial Credit Union 3.35 10/19/2023		0.00	4,092.51	0.00	4,092.51
Interest	4/20/2022	50625LAK9	0.00	Lafayette Federal Credit Union 3.5 11/20/2023		0.00	740.18	0.00	740.18
Interest	4/20/2022	32112UCW9	0.00	First National Bank of McGregor 2.85 2/21/2024		0.00	602.72	0.00	602.72



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2022, End Date: 4/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/22/2022	061803AH5	0.00	Bank of Delight 2.85 2/22/2024		0.00	602.72	0.00	602.72
Interest	4/22/2022	92535LCC6	0.00	Verus Bank of Commerce 2.8 2/22/2024		0.00	592.14	0.00	592.14
Interest	4/22/2022	89235MKY6	0.00	Toyota Financial Savings Bank 0.9 4/22/2026		0.00	1,112.94	0.00	1,112.94
Interest	4/22/2022	3133EMEC2	0.00	FFCB 0.53 10/22/2025-21		0.00	2,650.00	0.00	2,650.00
Interest	4/23/2022	938828BJ8	0.00	Washington Federal Bank 2.05 8/23/2024		0.00	433.53	0.00	433.53
Interest	4/23/2022	33766LAJ7	0.00	Firstier Bank 1.95 8/23/2024		0.00	412.38	0.00	412.38
Interest	4/24/2022	03753XBD1	0.00	Apex Bank 3.1 8/24/2023		0.00	645.05	0.00	645.05
Interest	4/24/2022	06406RAL1	0.00	Bank of New York Mellon 2.1 10/24/2024		0.00	5,250.00	0.00	5,250.00
Interest	4/24/2022	90348JEV8	0.00	UBS Bank USA 3.45 10/24/2023		0.00	729.60	0.00	729.60
Interest	4/25/2022	063907AA7	0.00	Bank of Botetourt 1.75 10/25/2024		0.00	370.09	0.00	370.09
Interest	4/25/2022	22230PBY5	0.00	Country Bank New York 3 1/25/2024		0.00	634.44	0.00	634.44
Interest	4/26/2022	208212AR1	0.00	Connex Credit Union 0.5 8/26/2024		0.00	105.74	0.00	105.74
Interest	4/26/2022	32065TAZ4	0.00	First Kentucky Bank Inc 2.55 4/26/2024		0.00	539.27	0.00	539.27
Interest	4/26/2022	05465DAE8	0.00	AXOS Bank 1.65 3/26/2025		0.00	348.94	0.00	348.94
Interest	4/26/2022	56065GAG3	0.00	Mainstreet Bank 2.6 4/26/2024		0.00	549.85	0.00	549.85
Interest	4/27/2022	39115UBE2	0.00	Great Plains Bank 2.8 2/27/2024		0.00	592.14	0.00	592.14
Interest	4/27/2022	32063KAV4	0.00	First Jackson Bank 1.05 3/27/2025		0.00	222.05	0.00	222.05
Interest	4/27/2022	79772FAF3	0.00	San Francisco FCU 1.1 3/27/2025		0.00	232.63	0.00	232.63
Interest	4/28/2022	080515CH0	0.00	Belmont Savings Bank 2.7 2/28/2023		0.00	561.82	0.00	561.82
Interest	4/28/2022	3130APL78	0.00	FHLB 1.375 10/28/2026-22		0.00	6,875.00	0.00	6,875.00
Interest	4/28/2022	06406RAG2	0.00	Bank of New York Mellon 3.5 4/28/2023		0.00	8,750.00	0.00	8,750.00
Interest	4/28/2022	3134GWYZ3	0.00	FHLMC 0.53 10/28/2025-22		0.00	2,650.00	0.00	2,650.00
Interest	4/28/2022	59828PCA6	0.00	Midwest Bank of West IL 3.3 8/29/2022		0.00	697.88	0.00	697.88
Interest	4/29/2022	CAMP60481	0.00	California Asset Management Program LGIP		0.00	2,123.89	0.00	2,123.89
Interest	4/29/2022	3130ALXJ8	0.00	FHLB 1.15 4/29/2026-21		0.00	5,750.00	0.00	5,750.00
Interest	4/29/2022	01748DAX4	0.00	ALLEGIANCE BK TEX HOUSTON 2.15 9/29/2022		0.00	447.38	0.00	447.38
Interest	4/29/2022	70962LAS1	0.00	Pentagon Federal Credit Union 0.9 9/29/2026		0.00	190.33	0.00	190.33



Mono County Transaction Summary by Action Investment Portfolio

Begin Date: 3/31/2022, End Date: 4/30/2022

Action	Settlement Date	CUSIP	Face Amount / Shares	Description	Purchase Price	Principal	Interest / Dividends	YTM @ Cost	Total
Interest	4/29/2022	45780PAX3	0.00	Institution for Savings in Newburyport 0.85 7/29/2		0.00	179.76	0.00	179.76
Interest	4/29/2022	OAKVALLEY0670	0.00	Oak Valley Bank Cash		0.00	1,748.36	0.00	1,748.36
Interest	4/30/2022	710571DS6	0.00	Peoples Bank Newton NC 2 7/31/2024		0.00	409.32	0.00	409.32
Interest	4/30/2022	694231AC5	0.00	Pacific Enterprise Bank 1.15 3/31/2025		0.00	235.36	0.00	235.36
Interest	4/30/2022	91282CDG3	0.00	T-Note 1.125 10/31/2026		0.00	11,250.00	0.00	11,250.00
Interest	4/30/2022	29278TCP3	0.00	Enerbank USA 3.2 8/30/2023		0.00	665.86	0.00	665.86
Interest	4/30/2022	67054NAM5	0.00	Numerica Credit Union 3.4 10/31/2023		0.00	695.84	0.00	695.84
Interest	4/30/2022	06426KAM0	0.00	Bank of New England 3.2 7/31/2023		0.00	649.64	0.00	649.64
Interest	4/30/2022	15201QDK0	0.00	Centerstate Bank 1 4/30/2025		0.00	1,236.60	0.00	1,236.60
Interest	4/30/2022	98138MAB6	0.00	Workers Credit Union 2.55 5/31/2022		0.00	513.49	0.00	513.49
Subtotal			0.00			0.00	180,099.89		180,099.89
Total Interest/Dividends			0.00			0.00	180,099.89		180,099.89
Sell Transactions									
Matured	4/1/2022	13063DAD0	250,000.00	California State GO UNLTD 2.367 4/1/2022	0.00	250,000.00	0.00	0.00	250,000.00
Matured	4/1/2022	13063DAD0	250,000.00	California State GO UNLTD 2.367 4/1/2022	0.00	250,000.00	0.00	0.00	250,000.00
Subtotal			500,000.00			500,000.00	0.00		500,000.00
Withdraw	4/26/2022	CAMP60481	1,000,000.00	California Asset Management Program LGIP	0.00	1,000,000.00	0.00	0.00	1,000,000.00
Withdraw	4/29/2022	OAKVALLEY0670	23,772,489.88	Oak Valley Bank Cash	0.00	23,772,489.88	0.00	0.00	23,772,489.88
Subtotal			24,772,489.88			24,772,489.88	0.00		24,772,489.88
Total Sell Transactions			25,272,489.88			25,272,489.88	0.00		25,272,489.88



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Social Services

TIME REQUIRED

SUBJECT MOU-Infrastructure Funding
Agreement for Workforce Innovation
and Opportunity Act

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Memorandum of Understanding - Infrastructure Funding Agreement (MOU - IFA) between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act.

RECOMMENDED ACTION:

Approve the proposed Memorandum of Understanding - Infrastructure Funding Agreement (MOU - IFA) between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act, for a term commencing on July 1, 2022 and terminating on June 30, 2025. Authorize Social Services Director, Kathy Peterson, to sign.

FISCAL IMPACT:

None. Funding is provided by the Workforce Innovation and Opportunity Act.

CONTACT NAME: Kathy Peterson

PHONE/EMAIL: 760/937-6518 / kpeterson@mono.ca.gov

SEND COPIES TO:

Kathy Peterson

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download

[staff report](#)

[Agreement](#)

History

Time	Who	Approval
6/9/2022 8:14 AM	County Counsel	Yes
6/6/2022 5:12 PM	Finance	Yes
6/10/2022 3:18 PM	County Administrative Office	Yes



KATHRYN PETERSON, MPH
Director

BRIDGEPORT OFFICE
(760) 932-5600
FAX (760) 932-5287

MAMMOTH LAKES OFFICE
(760) 924-1770
FAX (760) 924-5431



To: Mono County Board of Supervisors
From: Kathy Peterson, Social Services Director
Date: June 14, 2022
Re: Memorandum of Understanding - Infrastructure Funding Agreement (MOU - IFA)
between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop
Partners under the Workforce Innovation and Opportunity Act

Recommended Action:

Approve the proposed Memorandum of Understanding - Infrastructure Funding Agreement (MOU - IFA) between the Kern, Inyo and Mono Counties Workforce Development Board and the One-Stop Partners under the Workforce Innovation and Opportunity Act, for a term commencing on July 1, 2022 and terminating on June 30, 2025. Authorize Social Services Director, Kathy Peterson, to sign.

Fiscal Impact:

No general funds are involved. Funding is provided by the Workforce Innovation and Opportunity Act.

Discussion:

Under the Workforce Innovation and Opportunity Act (WIOA), each colocated and non-colocated America's Job Center of California (AJCC) partner that carries out a program or activity within each comprehensive, affiliate and specialized AJCC One-Stop Centers must use a portion of available funds for their program and/or activity to help maintain the One-Stop delivery system, including proportional payment of the infrastructure costs and other shared costs of the comprehensive AJCC One-Stop Centers.

The State of California issued a WIOA Memorandum of Understanding (MOU) Directive WSD18-12 on April 30, 2019. The directive defines the required content that must be contained in the MOU. Under the MOU, the colocated AJCC Partners have agreed to the sharing of infrastructure costs and other shared costs. Some shared services are provided by in-kind contributions. The non-colocated AJCC Partners (including Mono County Social Services) have provided assurances that they agree to pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.

Infrastructure Funding Agreement (MOU - IFA)

The MOU contains assurance that it will be reviewed and updated every three years with an annual review of the Infrastructure Funding Agreements (IFAs) for the comprehensive, affiliate and specialized AJCC One-Stop Centers. Colocated AJCC Partners have been meeting to develop the MOU since early 2022, in order to establish a high quality One-Stop delivery system and enhance collaboration amongst partner programs. Unlike in the past, the California Workforce Development Board (CWDB) chose to consolidate the MOU development process. The MOU addresses (i) service coordination and collaboration amongst the AJCC Partners; and (ii) how to sustain the unified system through the use of resource sharing and joint infrastructure cost funding.

A copy of the MOU is attached. The yet unsigned signature pages for the other JPA partners were omitted from the attached MOU to cut down on the size of the document.

Please don't hesitate to call me if you have questions.

Workforce Innovation and Opportunity Act
Kern, Inyo and Mono Counties Workforce Development Board
AJCC Memorandum of Understanding

This Agreement, entered into this ____ day of June, 2022, by and between the managers and directors of the Workforce Development One-Stop Partners (One-Stop Partners) serving the Kern, Inyo, and Mono Counties Workforce Development Area (the “KIM WDA”), as overseen by the Kern, Inyo, and Mono Counties Workforce Development Board (the “KIM WDB”).

WHEREAS, the Workforce Investment Act of 1998 (the “WIA”) created a workforce development system, replacing the Private Industry Council; and

WHEREAS, the Workforce Innovation and Opportunity Act of 2014, Public Law 113-128, 29 U.S.C. 3101, et seq., as amended (hereinafter referred to as “WIOA” or the “Act”) amended the WIA to strengthen the United States workforce development system through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes; and

WHEREAS, the parties to this Agreement recognize the many benefits to its customers in the collaboration and integration of the seamless service and have participated in the past in the development and operation of the one-stop career center system doing business as America’s Job Center of California (“AJCC”); and

WHEREAS, WIOA and its implementing regulations require that a Memorandum of Understanding (the “MOU”) be developed and executed between the AJCC partners (more fully defined below) and KIM WDB, with the agreement of the Chief Local Elected Official to establish an agreement concerning the operations of the AJCC delivery system and resource sharing and joint infrastructure cost funding for the one-stop delivery system in the KIM WDA; and

WHEREAS, the Chief Local Elected Official in the KIM WDA has delegated to the KIM WDB the ability to execute this MOU pursuant to that certain Joint Powers Agreement dated August 18, 2020; and

WHEREAS, certain provisions in this MOU are based on guidance issued to the Local Workforce Area (“LWA”) by the State of California, whose instructions are based on guidance from the federal agencies; and

WHEREAS, the administrators of the participating partners have been granted general authority from their governing boards to continue to work with other agencies in the community and to define their roles in the delivery of services; and

WHEREAS, on June 30, 2016, the AJCC Partners and the KIM WDB, with the agreement of the Chief Local Elected Official (“CLEO”) entered into an MOU (Kern County Agreement # 719-2016) (hereinafter, referred to as “MOU Phase I”), which established a cooperative working relationship between the AJCC partners and defined their respective roles and responsibilities for the operation of the local AJCC One-Stop System of service delivery in the KIM WDA as required by the WIOA; and

WHEREAS, on October 24, 2017, the KIM WDB, with the agreement of the CLEO and certain AJCC Partners, including and limited to, Employers' Training Resource ("ETR"), California Employment Development Department, California Department of Rehabilitation and Kern County Department of Human Services (collectively, "colocated AJCC Partners") entered into an MOU Phase II (Kern County Agreement # 652-2017)(hereinafter, referred to as "MOU Phase II"), consistent with WIOA and implementing regulations, which established a functional tool for how the KIM WDB and Core One-Stop Partners will share and allocate the infrastructure costs among Core One-Stop Partners for the Comprehensive AJCC One-Stop Centers in the KIM WDA through resource sharing and Infrastructure Funding Agreements; and

WHEREAS, on June 19, 2018, the KIM WDB, with the agreement of the CLEO and ETR, entered into an MOU Phase II – Affiliate and Specialized AJCC One-Stop Centers (Kern County Agreement # 407-2018)(hereinafter, referred to as "MOU Phase II - Affiliate and Specialized AJCCs"), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, on June 16, 2019, the KIM WDB, with the agreement of the CLEO and ETR, entered into a WIOA KIM WDB MOU (Kern County Agreement #446-2019)(hereinafter, referred to as "KIM WDB MOU), consistent with WIOA and implementing regulations, concerning the resource sharing and Infrastructure Funding Agreements for the Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the KIM WDA; and

WHEREAS, this MOU supersedes and replaces MOU Phase I, MOU Phase II, MOU Phase II - Affiliate and Specialized AJCCs, and KIM WDB MOU entered into by and between the above-named parties; and

WHEREAS, it is understood that full implementation of this MOU may require further approvals from governing boards and legal counsel, and is subject to change upon the consent of the KIM WDB.

NOW, THEREFORE, IT IS MUTUALLY AGREED BETWEEN ALL PARTIES AS FOLLOWS:

Definitions

- A. Affiliate AJCC: An AJCC location where job seekers and employers can access the programs, services, and activities of one or more AJCC partners. An Affiliate AJCC is not required to provide access to all partner programs pursuant to WIOA Joint Final Rule Section 678.310.
- B. AJCC Network which include and are limited to, any and all Comprehensive AJCC One-Stop Centers, Affiliated AJCC Centers, and/or Specialized AJCC Centers.
- C. AJCC Partners: Includes mandated partners as outlined in WIOA.
- D. America's Job Center of California (AJCC): AJCC is the common identifier used within California to designate One-Stop centers and the One-Stop System.

- E. Chief Local Elected Official: Identified in WIOA Section 3, Definitions (9) as the chief local elected officer of a unit of general local government in a local area or the individual(s) designed under the local agreement pursuant to Section 107(c)(1)(B).
- F. Career Services: The services which shall be available, at a minimum, to individuals who are adults or dislocated workers through the KIM delivery system by the AJCC required Partners as authorized under their programs. The services consist of three categories: basic career services, individual career services, and follow-up services. The career services that must be provided as part of the KIM delivery system are listed in WIOA Section 134(c)(2).
- G. Cash Contributions: Cash funds used to cover a Partner's proportionate share of the AJCC. The funds can be paid either directly from the Partner or through an interagency transfer on behalf of the Partner pursuant to WIOA Joint Final Rule Section 678.720.
- H. Colocated Partners: AJCC Partners who have a physical presence within the Comprehensive AJCC One-Stop Centers, either full-time, part-time, intermittent, or virtually.
- I. Comprehensive AJCC One-Stop Centers: Identifies each of the three comprehensive AJCC One-Stop Centers in the KIM WDA where job seekers and employers can access the programs, services, and activities of all required AJCC partners with at least one Title I staff person physically present pursuant to WIOA Joint Final Rule Section 678.720.
- J. Cost Allocation: Pursuant to 66 Federal Register 29639, cost allocation is the measurement of actual costs in relation to the benefit received in order to determine each partner's fair share of the KIM AJCC operating costs.
- K. Fair Share: The portion of KIM AJCC operating costs allocated to each partner in proportion to the benefits the partner receives from participation in the AJCC Network.
- L. Infrastructure Costs: Infrastructure costs of any one-stop center are non-personnel costs necessary for the general operation of the one-stop center, including, (i) rental of the facilities; (ii) utilities and maintenance; (iii) equipment (including assessment-related products and assistive technology for individuals with disabilities); (iv) technology to facilitate access to the one-stop center, including technology used for the center's planning and outreach activities, and virtual access when face-to-face interaction may endanger the health and safety of system users and staff; and (v) common identifier costs including creating new signage, updating templates and materials, and updating electronic resources.
- M. In-Kind Contributions: Pursuant to 66 Federal Register 29639-29640, in-kind contributions by a non-AJCC Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC Partner to an AJCC Partner to support its proportionate share of the infrastructure costs. Any unrestricted contributions that support the AJCC in general would lower the total amount of infrastructure costs prior to proportionate division. Any restricted contributions can be used by the intended partner(s) to lower their share of the infrastructure costs in accordance with WIOA Joint Final Rule Section 678.720. In-kind contributions may include funding from philanthropic organizations or other

private entities or through other alternative financing options to provide a stable and equitable funding stream for the on-going AJCC delivery system operations pursuant to WIOA 121(c)(2)(A)(i).

- N. Memorandum of Understanding Agreement Period: The MOU must not be for a period that exceeds three (3) years. Additionally, pursuant to WIOA 121(c)(2)(v), the duration of the MOU and the procedures for amending the MOU during the duration of the MOU, and assurances that such memorandum shall be reviewed not less than once every three (3) years to ensure appropriate funding.
- O. Non-Cash Contributions: Expenditures made by one partner on behalf of the AJCC or contributions of goods or services contributed by a partner for the center's use. Contributions must be valued consistent with the Uniform Guidance pursuant to WIOA Joint Final Rule Section 678.720.
- P. Non-Colocated Partners: AJCC Partners who do not have a physical presence within the Comprehensive AJCC One-Stop Centers.
- Q. One-Stop Delivery System: Is a collaborative effort among public service agencies, non-profit organizations, and private entities that administer workforce development, educational, and other human resource programs to make the variety of services available under those programs more accessible to eligible job seekers and employers.
- R. Other System Costs: Other system costs which are agreed upon the KIM WDB and all of the AJCC Partners that include services commonly provided by AJCC Partners to any individual, including, but not limited to, initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services to meet needs, referral to other AJCC Partners, and business services, but must include applicable career services.
- S. Proportionate Share: The share of each partners program's infrastructure costs based upon its proportionate use of the AJCC, if the benefit is received from that use (WIOA Joint Final Rule Preamble page 55907).
- T. Physical Presence: Physical presence refers to the place where an entity is physically located in order to provide service delivery, which includes providing such services virtually as authorized by 34 CFR 361.305, subsection (d)(3). However, if an AJCC Partner is delivering services virtually, said AJCC Partner shall enter into an Infrastructure Funding Agreement for its fair share of the infrastructure costs related to such virtual service delivery at the comprehensive, affiliate and/or specialized AJCC One-Stop Center, including, but not limited to, (i) video conferencing equipment; (ii) information technology related expenses, and (iii) data connection fees.
- U. Required Partner: An entity that carries out one or more of the programs or activities identified under WIOA Section 121 (b)(1) and is required under said section to participate in the KIM One-Stop Delivery System and to make the career services under its program or activity available through the KIM system.
- V. Resource Sharing: Pursuant to 66 Federal Register 29639, Resource Sharing is the cash

and/or resources each partner will contribute to fund its fair share of the costs for the operation of the KIM system. This can include In-Kind Contributions from third parties to partner programs as defined above. The KIM WDB, CLEO and KIM Partners may fund the costs of infrastructure of KIM One-Stop Delivery System through methods agreed upon by the KIM WDB, CLEO and KIM Partners through Resource Sharing.

- W. Specialized AJCC: is a location associated with either a Comprehensive or Affiliate AJCC that addresses specific needs of dislocated workers, youth, or key industry sectors, or clusters pursuant to WIOA Joint Final Rule Section 678.720.
- X. Third-Party In-Kind Contribution: Contributions by a non-Partner to support the AJCC in general, not a specific partner; or contributions by a non-AJCC partner to an AJCC partner to support its proportionate share of the infrastructure costs.
- Y. Training Services: Services to adults and dislocated workers as described in WIOA Section 134(c)(3). Pursuant to WIOA Section 134(c)(3)(D), these services may include occupational skills training, including training for nontraditional employment, on-the-job training, incumbent worker training, programs that combine workplace training with related instructions, which may include cooperative education programs, private-sector training programs, skill upgrading and restraining, apprenticeships, transitional jobs, job-readiness training, adult education and literacy activities in combination with a training program, or customized training.
- Z. WIOA: The Workforce Innovation and Opportunity Act amends the Workforce Investment Act of 1998 to strengthen the workforce development system in the United States through innovation in, and alignment and improvement of, employment, training, and education programs in the United States, and to promote individual and national economic growth, and for other purposes.

Article I. Purpose of the MOU

The AJCC is the local One-Stop Center within the KIM WDA which serves as the recruitment center and training access for local employers and job seekers. The AJCC is the cornerstone of Kern, Inyo and Mono counties workforce development system, and its partners are jointly responsible for the workforce and economic development, education, and other resource service programs.

WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.

The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a one-stop system doing business as the AJCC.

The administrators of the participating AJCC Partners have been granted general authority from their governing boards to work with other agencies in the community and to define their roles in the delivery of services as reflected herein.

It is understood that full implementation of the proposed system may require further approvals from governing boards and/or legal counsel for contracts, leases and/or sub-grant agreements.

Article II. Local Vision Statement and Mission Statement

Vision Statement: "We will achieve recognition as the leading One-Stop system of professional employment services in California."

Mission Statement: "To provide quality, integrated, seamless, accessible and professional employment services for employers and job seekers."

The partners are committed to a locally-driven system which develops partnerships, and provides programs and services to achieve three main policy objectives established by the California Workforce Development Strategic Plan, which includes the following:

- i. Foster demand-driven skills attainment;
- ii. Enable upward mobility for all Californians; and
- iii. Align, coordinate, and integrate programs and services.

These objectives will be accomplished by ensuring access to high-quality AJCC that provide the full range of services available in the community for all customers seeking the following:

- A. Looking to find a job;
- B. Building basic educational or occupational skills;
- C. Earning a postsecondary certificate or degree;
- D. Obtaining guidance on how to make career choices; and
- E. Seeking to identify and hire skilled workers.

Article III. Parties to the MOU

A. The following entities are required parties to this MOU:

- 1. CLEO/s: Kern County Board of Supervisors
1115 Truxtun Avenue, Suite 504
Bakersfield, California 93301
Tel: (661) 868-3680

- 2. Local Board: KIM WDB
1600 E. Belle Terrace
Bakersfield, California 93307
Tel: (661) 336-6893

B. AJCC Partners, including colocated and non-colocated AJCC Partners:

The following is a list of colocated and non-colocated AJCC Partners in the KIM WDA. The colocated AJCC Partners are presently participating in the Infrastructure Funding Agreements ("IFAs") and Other System Costs Agreements ("OSCA's") for the Comprehensive AJCC One-Stop

Centers. In addition, the non-located AJCC Partners are not currently participating in the IFAs and OSCAs, but once data becomes available to determine the AJCC benefit to them, the IFAs and OSCAs will be renegotiated to include their proportionate share of contributions.

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Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Employers' Training Resource (ETR)	WIOA title I (B) Adult, Dislocated Worker, and Youth Programs	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource, 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Migrant Seasonal Farm Worker	Employers' Training Resource (ETR)	National Farmworker Jobs Program, (NFJP) 2, WIOA Sec. 167	Teresa Hitchcock, Assistant County Administrative Officer	Employers' Training Resource 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 336-6972 Email: hitchcockt@kerncounty.com
Wagner-Peyser Employment Services (ES)	Employment Development Department (EDD)	Wagner-Peyser Employment Services (ES) program, authorized under the Wagner-Peyser Act (29 U.S.C. 49 et seq.), as amended by title III of WIOA, also providing the state's public labor exchange	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: shelly.tarver@edd.ca.gov
Trade Adjustment Assistance (TAA)	Employment Development Department (EDD)	Trade Adjustment Assistance (TAA), authorized under chapter 2 of title II of the Trade Act of 1974 (19 U.S.C. 2271 et seq.)	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: shelly.tarver@edd.ca.gov
Partner	Partner	Authorization	Signatory Official	Contact Information

Program	Organization			
Physically Colocated at SE-AJCC, Delano-AJCC and Ridgecrest-AJCC				
Jobs for Veterans State Grants (JVSG)	Employment Development Department (EDD)	Jobs for Veterans State Grants (JVSG), authorized under chapter 41 of title 38, U.S.C	Shelly Tarver, Deputy Division Chief, Central Valley Region, EDD Southern Workforce Services Division	Employment Development Department 1600 E. Belle Terrace Bakersfield, CA 93307 (661) 635-2608 Email: shelly.tarver@edd.ca.gov
Temporary Assistance for Needy Families (TANF)	Department of Human Services (DHS)	Temporary Assistance for Needy Families (TANF), authorized under part A of title IV of the Social Security Act (42 U.S.C. 601 et seq.)	Lito Morillo, Director	Kern County Department of Human Services 100 E. California Avenue Bakersfield, CA 93307 Telephone: (661) 631-6550 Email: morillol@kerndhs.com
Department of Rehabilitation	California Department of Rehabilitation (DOR)	State Vocational Rehabilitation (VR) program, authorized under Title I of the Rehabilitation Act of 1973 (29 U.S.C.720 et seq.), as amended by title IV of WIOA	Shayn Anderson, MS Regional Director, Department of Rehabilitation, San Joaquin Valley District	California Department of Rehabilitation 2550 Mariposa Mall, Room 2000 Fresno, California 93721 Telephone: (559) 445-6080 Email: shayn.anderson@dor.ca.gov
Not Physically Colocated at AJCC				
Job Corps	Job Corps	Job Corps, WIOA Title I, Subtitle C	Suzanne Schaeffer, Director	Inland Empire Job Corps Center 3173 Kerry Street San Bernardino, CA 92407 Mailing: PO Box 9550 San Bernardino, CA 92427 Telephone: (909) 887-6305 Email: schaeffer.suzanne@jobcorps.org
Partner	Partner	Authorization	Signatory Official	Contact Information

Program	Organization			
Not Physically Colocated at AJCC				
YouthBuild	YouthBuild	YouthBuild WIOA Sec. 171 (29 USC 3226)	N/A	N/A
Community College	Bakersfield College (BC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Michael Giacomini, Interim Chief Financial Officer, Kern Community College District, on behalf of Bakersfield College	Bakersfield College 1801 Panorama Drive Bakersfield, CA 93306 Telephone: (661) 336-5124 Email: mike.giacomini@bakersfieldcollege.edu
Community College	Cerro Coso Community College (CCCC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Michael Giacomini, Interim Chief Financial Officer, Kern Community College District, on behalf of Cerro Coso Community College	Cerro Coso Community College 3000 College Heights Boulevard Ridgecrest, CA 93555 Telephone : (661) 336-5124 Email: mike.giacomini@bakersfieldcollege.edu
Partner	Partner	Authorization	Signatory Official	Contact Information

Program	Organization			
Not Physically Colocated at AJCC				
Community College	Kern Community College District	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Michael Giacomini, Interim Chief Financial Officer, Kern Community College District	Kern Community College District 2100 Chester Avenue Bakersfield, CA 93301 Telephone: (661) 336-5124 Email: mike.giacomini@bakersfieldcollege.edu
Community College	Taft College (TC)	Career and technical education (CTE) programs at the postsecondary level, authorized under the Carl D. Perkins Career and Technical Education Act of 2006 (20 U.S.C. 2301 et seq.)	Dr. Debra Daniels, Superintendent/President	Taft College 29 Cougar Court Taft, CA 93268 Telephone: (661) 763-7710 ddaniels@taftcollege.edu
Second Chance Act	Latino Coalition for Community Leadership (LCCL)	Reentry Employment Opportunities (REO) programs authorized under sec. 212 of the Second Chance Act of 2007 (42 U.S.C. 17532) and WIOA sec. 169	Richard R. Ramos, Executive Director	Latino Coalition for Community Leadership PO Box 61252 Santa Barbara, CA 93160 Telephone: (805) 331-0902 rramos@latinocoalition.org
Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information

Not Physically Colocated at AJCC

Not Physically Colocated at AJCC				
Unemployment Insurance (UI)	Employment Development Department (EDD)	Unemployment Insurance (UI) programs under state unemployment compensation laws	Carlos Beltran, Employment Development Administrator	Employment Development Department – Unemployment Insurance EDD UI Center San Diego #049 1350 Front Street, Room 1047 San Diego, CA 92101 Telephone: (619) 525-4619 Email: cbeltran@edd.ca.gov
Community Services Block Grant Act (CSBG)	Community Action Partnership of Kern (CAPK)	Employment and training activities carried out under the Community Services Block Grant Act (CSBG) (42 U.S.C. 9901 et seq.)	Jeremy T. Tobias, Chief Executive Officer	Community Action Partnership of Kern 5005 Business Park North Bakersfield, CA 93309 Telephone: (661) 336-5236 Email: jtobias@capk.org
WIOA Title V Older Workers Program	SER – Jobs for Progress, Inc. (SER Jobs)	Senior Community Service Employment Program (SCSEP), authorized by title V of Older Americans Act of 1965 (42 U.S.C. 3056 et seq.)	Jesus Padron, President/CEO	SER – Jobs for Progress, Inc. 255 N. Fulton Avenue, Suite 106 Fresno, CA 93701 Telephone: (559) 452-0881 Email: jesuspadron@sercalifornia.org
Housing & Urban Development	Housing Authority of Kern County (HACK)	Employment and training activities carried out by the Department of Housing and Urban Development (HUD)	Stephen Pelz, Executive Director	Housing Authority of Kern County 601 24 th Street Bakersfield, CA 93301 Telephone: (661) 631-8500, Ext. 2005 Fax: (661) 631-9500 Email: spelz@kernha.org
Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information

Not Physically Colocated at AJCC

Not Physically Colocated at AJCC				
California Indian Manpower Consortium, Inc.	California Indian Manpower Consortium, Inc. (CIMC)	Indian and Native American Programs (INA), WIOA sec. 166, 29 USC 3221	Lorenda T. Sanchez, Executive Director	California Indian Manpower Consortium, Inc. 738 North Market Boulevard Sacramento, CA 95834 Telephone: (916) 920-0285 Email: lorendas@cimcinc.com
Adult Education	Delano Joint Union High School District (DJUHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Jason Garcia, Superintendent	Delano Joint Union High School District 1720 Norwalk Street Delano, CA 93215 Telephone: (661) 720-4101 Email: jgarcia@duhsd.org
Adult Education	Farmworker Institute for Education & Leadership Development (FIELD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	David Villarino, President/CEO	Farmworker Institute for Education & Leadership Development 122 E. Tehachapi Blvd., Suite C Tehachapi, CA 93561 Telephone: (661) 972-8485 Email: davidv@fieldinstitute.org
Adult Education	Kern High School District (KHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Dean McGee, Associate Superintendent	Kern High School District 5801 Sundale Avenue Bakersfield, CA 93309 Telephone: (661) 827-3100 dmcgee@khsd.k12.ca.us
Adult Education	McFarland Unified School District (MUSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Samuel A. Resendez, Superintendent	McFarland Unified School District 601 Second Street McFarland, CA 93250 (661) 792-3081 saresendez@mcfarland.k12.ca.us
Partner Program	Partner Organization	Authorization	Signatory Official	Contact Information

Not Physically Colocated at AJCC

Adult Education	Wasco Union High School District (WUHSD)	WIOA title II Adult Education and Family Literacy Act (AEFLA) program	Robert Cobb, Superintendent	Wasco Union High School District 2100 Seventh Street Wasco, CA 93280 Telephone: (661) 758-8447 Email: rocobb@wascohsd.org
WIOA title I(B) Adult and Dislocated Worker Programs	Inyo County Health and Human Services (Inyo)	WIOA Title I (B) Adult and Dislocated Worker Programs	Marilyn Mann, HHS Director	Inyo County Department of Health and Human Services 1360 N. Main Street Bishop, CA 93514 Telephone: (760) 873-3305 Email: mmann@inyocounty.us
WIOA title I(B) Adult, Dislocated Worker, and Youth Programs	Mono County Social Services Department (Mono)	WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs	Kathryn Peterson, Director	Mono County Social Services Department 1290 Tavern Road, Suite 229 Mammoth Lakes, CA 93546 Telephone: (760) 924-1763 Email: kpeterson@mono.ca.gov

The following Basic and Individual Career Services will also be offered by the AJCC Partners within the KIM WDA.

BASIC CAREER SERVICES		Title I Program Eligibility				Non-Title I Eligib	Out-reach	Orient-tation	Initial Assess-ment
Agency	Title	Adult	DW	Youth	Oth				
Inyo	Title I(B) Ad/DW/Y	X	X						
Mono	Title I(B) Ad/DW/Y	X	X				X		X
ETR	Title I(B) Adult	X					X	X	X
ETR	Title I(B) DW		X				X	X	X
ETR	Title I(B) Youth			X			X	X	X
ETR	Title I(D)167 MSFW	X		X			X	X	X
Job Corps	Title I(C) Job Corps	X		X		X	X	X	X
None	Title I(D)171 YouthBuild								
CIMC	Title I(D)166 Native American				X		X	X	X
KHSD	Title II Ad Educ Liter	X	X	X	X	X	X	X	X
DJUHSD	Title II AEL					X	X	X	X
MUSD	Title II AEL					X	X	X	X
WUHSD	Title II AEL					X	X	X	X
FIELD	Title II AEL	X	X	X	X	X	X	X	X
EDD	Title III Wagner-Peyser					X	X	X	X
DOR	Title IV Voc Rehab	X	X	X		X	X	X	X
EDD	TAA					X	X	X	X
EDD	Jobs for Veterans State Grants					X	X	X	X
EDD	UI					X			
DHS	CalWORKS					X		X	X
KHSD	Perkins Post-2nd	X	X	X		X	X	X	X
BC	Perkins Post-2nd					X	X	X	X
TC	Perkins Post-2nd					X	X	X	X
CCCC	Perkins Post-2nd					X	X	X	X
SER Jobs	Title V Older Americans Act					X	X	X	X
CAPK	CSBG					X			
HACK	E&T under HUD					X	X	X	X
LCCL	Second Chance Act					X	X	X	X

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

BASIC CAREER SERVICES		Intake	Labor Exchg, JSA*	Referral One-Stop Partner	Labor Market Info	Performance & Cost Info	Support Service Info	UI Info	Financial Aid Info
Agency	Title								
Inyo	Title I(B) Ad/DW/Y	X	X	X				X	
Mono	Title I(B) Ad/DW/Y	X	X	X	X	X	X	X	X
ETR	Title I(B) Adult	X	X	X	X	X	X	X	X
ETR	Title I(B) DW	X	X	X	X	X	X	X	X
ETR	Title I(B) Youth	X	X	X	X	X	X	X	X
ETR	Title I(D)167 MSFW	X	X	X	X	X	X	X	X
Job Corps	Title I(C) Job Corps	X	X	X	X	X	X	X	X
None	Title I(D)171 YouthBuild								
CIMC	Title I(D)166 Native American	X	X	X	X		X	X	X
KHSD	Title II Ad Educ Liter	X	X	X	X	X	X		X
DJUHS	Title II AEL	X	X	X	X	X	X	X	X
MUSD	Title II AEL	X	X	X	X	X	X	X	X
WUHS	Title II AEL	X		X			X		X
FIELD	Title II AEL	X							X
EDD	Title III Wagner-Peyser		JSA/LE	X	X		X	X	
DOR	Title IV Voc Rehab	X		X	X	X	X		
EDD	TAA	X	JSA/LE	X	X		X	X	X
EDD	Jobs for Veterans State Grants	X	JSA/LE	X	X		X	X	
EDD	UI							X	
DHS	CalWORKS	X	X	X			X		
KHSD	Perkins Post-2nd	X	X	X	X	X	X		X
BC	Perkins Post-2nd		X	X	X	X	X		assist
TC	Perkins Post-2nd	X	X	X	X	X	X	X	X
CCCC	Perkins Post-2nd	X	X	X	X	X	X		X
SER Jobs	Title V Older Americans Act	X		X	X		X		
CAPK	CSBG						X		
HACK	E&T under HUD			X			X		assist
LCCL	Second Chance Act	X		X	X	X	X		X

*Job Search Assistance (Resource Room)

- CIMC provides these services through its Eastern Sierra Field Office

INDIVIDUAL CAREER SERVICES		Comprehensive Assess*	Career Plan Counsel	IEP or IPE**	Short Term Pre-Vocational***
Agency	Title				
Inyo	Title I(B) Ad/DW/Y	WorkKeys			
Mono	Title I(B) Ad/DW/Y	CASAS	X	IEP	
ETR	Title I(B) Adult	CASAS, WorkKeys	X	IEP	X
ETR	Title I(B) DW	CASAS, WorkKeys	X	IEP	X
ETR	Title I(B) Youth	CASAS, WorkKeys	X	IEP	
ETR	Title I(D)167 MSFW	CASAS, WorkKeys	X	IEP	X
Job Corps	Title I(C) Job Corps	TABE	X	IEP	X
None	Title I(D)171 YouthBuild				
CIMC	Title I(D)166 Native American	COPSystem	X	X	X
KHSD	Title II Ad Educ Liter	CASAS	X	X	X
DJUHSD	Title II AEL	CASAS	X		X
MUSD	Title II AFL	CASAS	X		X
WUHSD	Title II AFL	CASAS	X		
FIELD	Title II AEL	CASAS	X	X	X
EDD	Title III Wagner-Peyser		X	X	
DOR	Title IV Voc Rehab	Fosters/Psych	X	IPE	Youth
EDD	TAA		X	Agency Plan	X
EDD	Jobs for Veterans State Grants		X	Agency Plan	
EDD	UI				
DHS	CalWORKS	Fosters	X	X	X
KHSD	Perkins Post-2nd	CASAS	X	X	X
BC	Perkins Post-2nd	WorkKeys 4 BC Students	X	X	X/Gen Pop
TC	Perkins Post-2nd	WorkKeys	X		X
CCCC	Perkins Post-2nd	CASAS	X	X	X
SER Jobs	Title V Older Americans Act	TABE	X	IEP	Job Training
CAPK	CSBG				
HACK	E&T under HUD			X (ITSP)	Refer
LCCL	Second Chance Act	Criminogenic Risk	X		X

INDIVIDUAL CAREER SERVICES		Intern-/ Externship WEX	Out-of-Area Job Search	Finan- cial Literacy	Access or teach ESL	Workforce Prep Title II Ad Educ Lit****
Agency	Title					
Inyo	Title I(B) Ad/DW/Y		X	X		X
Mono	Title I(B) Ad/DW/Y		X	X		X
ETR	Title I(B) Adult	contract out		TAY		
ETR	Title I(B) DW	contract out		SBDC		
ETR	Title I(B) Youth	contract out		X		
ETR	Title I(D)167 MSFW	contract out			X	
Job Corps	Title I(C) Job Corps	X	X	X	X	X
None	Title I(D)171 YouthBuild					
CIMC	Title I(D)166 Native American	X	X	X		X
KHSD	Title II Ad Educ Liter	X		X	ESL	X
DJUHS	Title II AEL	X		X	X	X
MUSD	Title II AEL	X			X	X
WUHS	Title II AEL				ESL	X
FIELD	Title II AEL	X		X	ESL	X
EDD	Title III Wagner-Peyser	X	X		Refer	Refer
DOR	Title IV Voc Rehab	X		X		
EDD	TAA	X	X	X	Refer	Refer
EDD	Jobs for Veterans State Grants		X			Refer
EDD	UI					
DHS	CalWORKS	X		X		
KHSD	Perkins Post-2nd	X		X	X	X
BC	Perkins Post-2nd	X	X	X	X	X
TC	Perkins Post-2nd	X	X	Fin.Aid.Counsel	X	X
CCCC	Perkins Post-2nd	X	X	X	X	X
SER Jobs	Title V Older Americans Act		X	X	Refer	Refer
CAPK	CSBG			X	Refer	Refer
HACK	E&T under HUD	X		X		
LCCL	Second Chance Act					

*Assessment: CASAS, WorkKeys

**Individual Employment Plan or Individual Plan for Employment

***Develop skills; Learning; communication; interviewing; personal maintenance; punctuality; professional conduct; prep unsubsidized employment or training (soft skills)

****Acquire skills: basic academic; critical thinking; digital literacy; self-management; teamwork; utilize resources & information; understanding systems; acquire skills to successfully transition into and complete post secondary education or training and employment

- CIMC provides these services through its Eastern Sierra Field Office

- CAPK provides these services to Opportunity Youth in Bakersfield and Shafter as funding is available

The above-referenced local agencies are the AJCC partners located in the Local Workforce Development Area (LWDA) which will provide access to programs, activities, and services, including virtual access when face-to-face interaction may endanger the health and safety of system users and staff. Services will also be offered at a comprehensive one-stop center within the LWDA. Attached hereto and incorporated herein as Exhibit "A" is the system map which identifies the locations of every comprehensive, affiliate and specialized AJCC within the LWDA.

Article IV. Phases of the MOU Development

The MOU development process took place in four phases. MOU Phase I addressed service coordination and collaboration amongst the AJCC Partners. MOU Phase II addressed how to function and fiscally sustain the unified system described in MOU Phase I through the use of resource sharing and joint infrastructure costs for the Comprehensive AJCC One-Stop Centers. MOU Phase II – Affiliate and Specialized AJCCs addressed how to function and fiscally sustain the unified system described in Phase I through the use of resource sharing and joint infrastructure costs for the Affiliate and Specialized AJCC One-Stop Centers. KIM WDB MOU consolidated all of the above-referenced MOUs and addressed how to function and fiscally sustain the unified system described in through the use of resource sharing and joint infrastructure costs for the Comprehensive, Affiliate and Specialized AJCC One-Stop Centers.

For this MOU, the KIM WDB has updated and renewed the KIM WDB MOU that addresses shared customers, services and costs.

Article V. Local AJCC One-Stop Delivery System

The purpose of the AJCC One-Stop delivery system is to bring together workforce development, education and other resource services in a seamless, customer-focused network of providers, thereby enhancing customer access. The goal is to improve long-term employment outcomes for individuals receiving assistance. The AJCC Partners administer separately funded programs as a set of integrated streamlined services to customers.

The KIM WDB manages fourteen (14) AJCCs throughout Kern, Inyo and Mono Counties. The KIM WDA has three (3) Comprehensive, nine (9) Affiliate, and two (2) Specialized AJCCs, also known as One-Stop Centers that are designed to provide a full range of assistance to job seekers and businesses. Many of these AJCCs were established under the Workforce Investment Act of 1998 and continued by the Workforce Innovation and Opportunity Act.

A. Comprehensive AJCC One-Stop Centers

These three (3) Comprehensive AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Southeast Bakersfield AJCC (SE-AJCC) is located at 1600 E. Belle Terrace in Bakersfield, California. The SE-AJCC consists of four (4) colocated AJCC Partners.

- b. Delano AJCC (Delano-AJCC) is temporarily located at 707 Main Street, Suite 4 in Delano, California. The Delano AJCC consists of four (4) colocated AJCC Partners.
- c. Ridgecrest AJCC (Ridgecrest-AJCC) is located at 540 Perdew Avenue, Suite B2, in Ridgecrest, California. The Ridgecrest AJCC consists of four (4) colocated AJCC partners, including EDD which is providing virtual service delivery.

B. Affiliate AJCC One-Stop Centers

These nine (9) Affiliate AJCC One-Stop Centers in the KIM WDA are located as follows:

- a. Oildale AJCC (AJCC - Oildale) is located at 1129 Olive Drive, Suite H, in Bakersfield, Kern County, California. The AJCC – Oildale consists of one (1) AJCC Partner, including and limited to, Employers’ Training Resource.
- b. Shafter AJCC (AJCC - Shafter) is located at 115 Central Valley Highway in Shafter, Kern County, California. The AJCC – Taft consists of one (1) AJCC Partner, including and limited to, Employers’ Training Resource (ETR). On June 22, 2015, ETR and the Department of Human Services (DHS) entered into a Memorandum of Understanding for Job Placement Services relative to this AJCC – Shafter, wherein DHS is required to provide space for one (1) employee of ETR assigned to perform the job placement activities outlined in said MOU and staff the Resource Room in the affiliate AJCC One-Stop Center. A copy of the Memorandum of Understanding for Job Placement Services is attached hereto as Exhibit “B”.
- c. Taft AJCC (AJCC - Taft) is located at 119 North 10th Street in Taft, Kern County, California. The AJCC – Taft consists of one (1) AJCC Partner, including and limited to, ETR.
- d. Lake Isabella AJCC (AJCC – Lake Isabella) is located at 6500 Lake Isabella Boulevard, Suite E-3 in Lake Isabella, Kern County, California. The AJCC – Lake Isabella consists of one (1) AJCC Partner, including and limited to, ETR.
- e. Lamont AJCC (AJCC - Lamont) is located at 8300 Segrue Road in Lamont, Kern County, California. The AJCC – Lamont consists of one (1) AJCC Partner, including and limited to, ETR. On June 22, 2015, ETR and the Department of Human Services (DHS) entered into a Memorandum of Understanding for Job Placement Services relative to this AJCC – Lamont One-Stop Center, wherein DHS is required to provide space for one (1) employee of ETR assigned to perform the job placement activities outlined in said MOU and staff the Resource Room in the affiliate AJCC One-Stop Center.
- f. Mojave AJCC (AJCC - Mojave) is located at 2300 Highway 58 in Mojave, Kern County, California. The AJCC – Mojave consists of one (1) AJCC Partner, including and limited to, ETR.

- g. Walker AJCC (AJCC – Walker) is located at 107384 Highway 395 in Walker, Mono County, California. The AJCC – Walker consists of one (1) AJCC Partner, including and limited to, Mono County Social Services Department which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and services.
- h. Mammoth Lakes AJCC (AJCC – Mammoth Lakes) is located at 1290 Tavern Toad, Suite 229 in Mammoth Lakes, Mono County, California. The AJCC – Mammoth Lakes consists of one (1) AJCC Partner, including and limited to, Mono County Social Services Department which receives monies from ETR to perform Title I (B) Adult, Dislocated Worker, and Youth program and services.
- i. Inyo AJCC (AJCC - Inyo) is located at 1360 N. Main Street in Bishop, Inyo County, California. The AJCC – Inyo consists of one (1) AJCC Partner, including and limited to, Inyo County Department of Health and Human Services which receives monies from ETR to perform Title I (B) Adult and Dislocated Worker program and services.

C. Specialized AJCC One-Stop Centers

The KIM WDB has established two (2) Specialized One-Stop Centers in the WDA. One of the specialized One-Stop centers was formally located at the Beale Library and named EPIC@The Beale. The EPIC@The Beale has moved and is no longer associated with the Beale Library. The name has been modified to the EPIC to reflect this change and specializes in targeting Opportunity Youth, formally referred to as Disconnected Youth. The other specialized AJCC One-Stop center was formally named the Back-to-Work Center, but has been relocated and renamed the Business Center which was established specifically to respond to a large localized layoffs. Kern County has seen significant layoffs in a variety of industries over the years, particularly during the recent COVID pandemic. These specialized AJCC one-stop centers do not provide access to every required Partner, but has a way to make referrals to AJCC Partners in the comprehensive, affiliate and specialized AJCC One-Stop centers. The specialized one-stop centers have access to the referral system to make sure that services were provided after the referral. These specialized AJCC one-stop centers serve the needs of Kern County by providing dedicated locations where (i) rapid response and layoff aversion activities can be facilitated concurrently with services for re-connecting dislocated workers with opportunities for employment, and (ii) young people can find the support they need to be successful. These two (2) Specialized AJCC One-Stop Centers are located as follows:

- a. Business Center AJCC (AJCC – Business Center) is located at 1129 Olive Drive, Suites C & D, in Bakersfield, Kern County, California. The AJCC – Business Center consists of one (1) AJCC Partner, including and limited to, ETR.
- b. EPIC AJCC (AJCC – EPIC) is located at 2211 H Street, in Bakersfield, Kern County. The AJCC – EPIC consists of one (1) AJCC Partner, including and limited to, ETR.

Article VI. Terms and Conditions

A. AJCC Partner Services:

At a minimum, the AJCC Partners will make the below services available, as applicable to the program, consistent with and coordinated via the Comprehensive AJCC One-Stop Centers. Additional WIOA services may be provided on a case-by-case basis and with the approval of the KIM WDB.

BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Serve as a single point of contact for businesses, responding to all requests in a timely manner	Provide information and services related to Unemployment Insurance taxes and claims	Assist with disability and communication accommodations, including job coaches
Conduct outreach regarding Local workforce system's services and products	Conduct on-site Rapid Response activities regarding closures and downsizings; and Layoff aversion	Develop On-the-Job Training (OJT) contracts, incumbent worker contracts, or pay-for-performance contract strategies
Provide access to labor market information	Provide customized recruitment and job applicant screening, assessment and referral services	Provide employer and industry cluster-driven Occupational Skills Training through Individual Training Accounts with eligible training providers
BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Assist with the interpretation of labor market information	Conduct job fairs	Develop customized training opportunities to meet specific employer and/or industry cluster needs
Use of one-stop center facilities for recruiting and interviewing job applicants	Consult on human resources issues	Coordinate with employers to develop and implement layoff aversion strategies
Post job vacancies in the state labor exchange system and take and fill job orders	Provide information regarding disability awareness issues	Provide incumbent worker upgrade training through various modalities

BUSINESS SERVICES		
Consistent with and coordinated through the AJCC Network System		
Provide information regarding workforce development initiatives and programs	Provide information regarding assistive technology and communication accommodations	Develop, convene, or implement industry or sector partnerships

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Outreach, intake and orientation to the information, services, programs, tools and resources available through the Local workforce system	Comprehensive and specialized assessments of skills levels and service needs	Occupational skills training through Individual Training Accounts (ITAs)
Initial assessments of skill level(s), aptitudes, abilities and supportive service needs	Development of an individual employment plan to identify employment goals, appropriate achievement objectives, and appropriate combination of services for the customer to achieve the employment goals	Adult education and literacy activities, including English language acquisition (ELA), provided in combination with the training services described above
Job search and placement assistance (including provision of information on in-demand industry sectors and occupations and non-traditional employment)	Referral to training services	On-the-Job Training (OJT)
Access to employment opportunity and labor market information	Group counseling	Incumbent Worker Training
Performance information and program costs for eligible providers of training, education, and workforce services	Literacy activities related to work readiness	Programs that combine workplace training with related instruction which may include cooperative education
Information on performance of the local workforce system	Individual counseling and career planning	Training programs operated by the private sector

JOB SEEKER SERVICES		
Basic Career Services	Individualized Career Services	Training
Information on the availability of supportive services and referral to such, as appropriate	Case management for customers seeking training services; individual in and out of area job search, referral and placement assistance	Skill upgrading and retraining
Information and meaningful assistance on Unemployment Insurance claim filing	Work experience, transitional jobs, registered apprenticeships, and internships	Entrepreneurial training
Determination of potential eligibility for workforce Partner services, programs, and referral(s)	Workforce preparation services (e.g., development of learning skills, punctuality, communication skills, interviewing skills, personal maintenance, literacy skills, financial literacy skills, and professional conduct) to prepare individuals for unsubsidized employment or training	Customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training
Information and assistance in applying for financial aid for training and education programs not provided under WIOA	Post-employment follow-up services and support	Other training services as determined by the workforce partner's governing rules

YOUTH SERVICES	
Tutoring, study skills training, instruction, and evidence based dropout prevention and recovery strategies that lead to completion of the requirements for a secondary school diploma or its recognized equivalent (including a recognized certificate of attendance or similar document for individuals with disabilities) or for a recognized postsecondary credential.	Alternative secondary school services, or dropout recovery services, as appropriate.

YOUTH SERVICES	
Paid and unpaid work experiences that have as a component academic and occupational education, which may include: Summer employment opportunities and other employment opportunities available throughout the school year, pre-apprenticeship programs, internships and job shadowing, and on-the-job training opportunities.	Occupational skill training, which shall include priority consideration for training programs that lead to recognized postsecondary credentials that are aligned with in-demand industry sectors or occupations in the local area involved.
Education offered concurrently with and in the same context as workforce preparation activities and training for a specific occupation or occupational cluster.	Leadership development opportunities, which may include community service and peer-centered activities encouraging responsibility and other positive social and civic behaviors, as appropriate.
Supportive services.	Adult mentoring for the period of participation and a subsequent period, for a total of not less than 12 month.
Follow-up services for not less than 12 months after the completion of participation, as appropriate.	Comprehensive guidance and counseling, which may include drug and alcohol abuse counseling and referral, as appropriate.
Financial literacy education.	Entrepreneurial skills training.
Services that provide labor market and employment information about in-demand industry sectors or occupations available in the local area, such as career awareness, career counseling, and career exploration services.	Activities that help youth prepare for and transition to postsecondary education and training.

B. Training Services

Through the AJCC One-Stop system, individuals interested in training will be evaluated by ETR, Client Services Division, or its subgrantee(s) to determine whether or not they are in need of training, and if they possess the skills and qualifications needed to participate successfully in the training program in which they express an interest. Training services must be directly linked to occupations that are in demand in the local area or in another area to which the individual receiving services is willing to relocate.

Training Services include, but are not limited to, the following:

1. Occupational skills training, including training for nontraditional employment;
2. On-the-job training (OJT);

3. Incumbent worker training;
4. Programs that combine workplace training with related instruction, which may include cooperative education programs;
5. Training programs operated by the private sector;
6. Skills upgrading and retraining;
7. Entrepreneurial training;
8. Transitional jobs (Work Experience);
9. Job readiness training provided in combination with another training service.
10. Adult education and literacy activities, including activities of English language acquisition and integrated education and training programs, provided concurrently or in combination with another training service;
11. Customized Job Training (CJT) conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training; and/or
12. Other trainings available through the AJCC Partners.

C. Follow-up Services

Counseling is available by any of the AJCC Partners for the workplace for Adult, Dislocated Workers and Youth participants in workforce development activities who are placed in unsubsidized employment for up to twelve (12) months after the first day of employment.

D. Equity and Inclusion Statement

All AJCC Partners recognize and understand the diverse nature of the residents of Kern, Inyo and Mono Counties. As services are provided, the partnerships will be working toward increasing equity and inclusion of underrepresented groups. Underrepresented groups may include low-income individuals, immigrants, the unhoused or housing insecure, minority populations, Veterans, English language learners, people with disabilities, justice involved individuals, and residents of disadvantage communities.

E. Access for Individuals with Barriers to Employment

All AJCC Partners agree to prioritize services as outlined under WIOA for adult and dislocated worker and for individuals with barriers to employment. The AJCC Partners agree that "Access" to programs and services means having:

1. Program staff physically present at the location;
2. Having AJCC Partner program staff physically present that are trained to provide information to customers about the programs, services, and activities available through AJCC Partner programs;
3. When available, providing direct linkage through technology (virtually) to program staff who can provide meaningful information and/or services; and/or
4. Providing access to adults with barriers to employment including those with the

following barriers as defined in WIOA: displaced homemakers; Indians, Alaskan Natives and Native Hawaiians; individuals with disabilities including youth with disabilities; older individuals; ex-offenders; homeless individuals; youth who are in or have aged out of the foster care system; individuals who are English language learners, individuals with low levels of literacy and individuals facing cultural barriers; eligible migrant and seasonal farmworkers; individuals within two years of exhausting lifetime eligibility under TANF; single parents to include single pregnant women; and long-term unemployed individuals.

AJCC Partners commit to offer priority of services to recipients of public assistance, other low-income individuals, or individuals who are basic skills deficient when providing individualized career services and training services with WIOA adult funds. Priority of service status is established at the time of eligibility determination and does not change during the period of participation. Priority does not apply to the dislocated worker population.

Veterans and eligible spouses continue to receive priority of service among all eligible individuals; however, they must meet the WIOA adult program eligibility criteria and meet the criteria under WIOA Section 134(c)(3)(E).

“Direct linkage” means providing direct connection at the AJCC one-stop, within a timely manner, by phone, in person or through a real-time Web-based communication to a program staff member who can provide program information or services to the customer.

Services provided through technology must be meaningful, available in a timely manner and not simply a referral to additional services at a later date or time.

The KIM WDB will ensure that information on the availability of basic career services is accessible at all AJCC one-stop physical locations and access points, including electronic access points, regardless of where individuals initially enter the local one-stop system.

The AJCC Partners agree that:

- i. “Registration” is the point at which information that is used in performance information (Core programs, i.e. Title I-IV) begins to be collected.
- ii. “Participation” is the point at which the customer has been determined eligible for program services and has received or is receiving a WIOA service, such as individual career services, and is the point at which they will be included in the performance calculation for the primary indicator.
- iii. The difference between registration and participation: Individuals who are primarily seeking information are not treated as participants and their self-service or informational search (service) requires no registration. When a customer seeks more than minimal assistance from staff in taking the next steps towards self-sufficient employment, the person must be registered and eligibility must be determined.

F. Methods for Referring Customers

The primary principle of the referral system is to provide integrated and seamless delivery of services to workers, job seekers, and employers. The KIM WDB and AJCC Partners developed a flow chart to describe the referral system which is attached hereto and incorporated herein as Exhibit "C". In order to facilitate such a system, AJCC Partners agree to:

1. Familiarize themselves with the basic eligibility and participation requirements, as well as with the available services and benefits offered, for each of the Partners' programs represented in the KIM WDA's AJCC Network,
2. Develop materials summarizing their program requirements and making them available for AJCC Partners and customers,
3. Develop and utilize common intake, eligibility determination, assessment, and registration forms,
4. Provide substantive referrals – in accordance with the AJCC Referral Policy – to customers who are eligible for supplemental and complementary services and benefits under AJCC Partner programs,
5. Regularly evaluate ways to improve the referral process, including the use of customer satisfaction surveys,
6. Commit to robust and ongoing communication required for an effective referral process, and
7. Commit to actively following-up on the results of referrals and assuring that AJCC Partner resources are being leveraged at an optimal level.

G. Shared Technology and System Security

1. AJCC Partners agree that the use of high-quality, integrated data is essential to inform decisions made by policymakers, employers, and job seekers. Additionally, it is vital to develop and maintain an integrated case management system, as appropriate, that informs customer service throughout customers' interaction with the integrated system and allows information collected from customers at intake to be captured once. AJCC Partners further agree that the collection, use, and disclosure of customers' personally identifiable information (PII) is subject to various requirements set forth in Federal and State privacy laws.
2. AJCC Partners acknowledge that the execution of this MOU, by itself, does not function to satisfy all of these requirements.

3. All data, including customer PII, collected, used, and disclosed by AJCC Partners will be subject to the following:
 - a. Customer PII will be properly secured in accordance with the Local WDB's policies and procedures regarding the safeguarding of PII.
 - b. The collection, use, and disclosure of customer education records, and the PII contained therein, as defined under FERPA, shall comply with FERPA and applicable State privacy laws.
 - c. All confidential data contained in Unemployment Insurance (UI) wage records must be protected in accordance with the requirements set forth in 20 CFR part 603.
 - d. All personal information contained in Vehicle Registration (VR) records must be protected in accordance with the requirements set forth in 34 CFR 361.38.
 - e. Customer data may be shared with other programs, for those programs' purposes, within the AJCC network only after the informed written consent of the individual has been obtained, where required.
 - f. Customer data will be kept confidential, consistent with Federal and State privacy laws and regulations.
 - g. All data exchange activity will be conducted in machine readable format, such as HTML or PDF, for example, and in compliance with Section 508 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 (d)).
 - h. All Comprehensive AJCC One-Stop Centers and staff of AJCC Partners will be trained in the protection, use, and disclosure requirements governing PII and any other confidential data for all applicable programs, including FERPA-protected education records, confidential information in UI records, and personal information in VR records.

Article VII. Roles and Responsibilities of AJCC Partners

- A. The AJCC Partners to this agreement will work closely together to ensure that all Comprehensive AJCC One-Stop Centers are high performing work places with staff who will ensure quality of service.
 1. All AJCC Partners to this Agreement shall comply with the following:
 - a. Section 188 of the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule, published December 2, 2016),

- b. Title VI of the Civil Rights Act of 1964 (Public Law 88-352),
 - c. Section 504 of the Rehabilitation Act of 1973, as amended,
 - d. The Americans with Disabilities Act of 1990 (Public Law 101-336),
 - e. The Jobs for Veterans Act (Public Law 107-288) pertaining to priority of service in programs funded by the U.S. Department of Labor,
 - f. Training and Employment Guidance Letter (TEGL) 37-14, Update on Complying with Nondiscrimination Requirements: Discrimination Based on Gender Identity, Gender Expression and Sex Stereotyping are Prohibited Forms of Sex Discrimination in the Workforce Development System and other guidance related to implementing WIOA sec. 188,
 - g. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR part 99),
 - h. Confidentiality requirements governing the protection and use of personal information held by the VR agency (34 CFR 361.38),
 - i. The confidentiality requirements governing the use of confidential information held by the State UI agency (20 CFR part 603),
 - j. The above provisions require, in part, that no persons in the United States shall, on the grounds of race, color, national origin, sex, sexual orientation, gender identity and/or expression, age, disability, political beliefs or religion be excluded from participation in, or denied, any aid, care, services or other benefits provided by federal and/or state funding, or otherwise be subjected to discrimination,
 - k. All amendments to each, and
 - l. All requirements imposed by the regulations issued pursuant to these acts.
2. Additionally, all AJCC Partners shall:
- a. Collaborate and reasonably assist each other in the development of necessary service delivery protocols for the services outlined in the AJCC Partner Services section above,
 - b. Agree that the provisions contained herein are made subject to all

applicable federal and state laws, implementing regulations, and guidelines imposed on either or all Parties relating to privacy rights of customers, maintenance of records, and other confidential information relating to customers,

- c. Agree that all equipment and furniture purchased by any party for purposes described herein shall remain the property of the purchaser after the termination of this agreement,
- d. Commit to cross-training of staff, as appropriate, and to providing other professional learning opportunities that promote continuous quality improvement,
- e. When applicable, shall include “A proud partner of the American Job Center of California” on any products, programs, activities, services, facilities, and materials used by the combined AJCC partnership of the one-stop system, and
- f. Promote system integration to the maximum extent feasible through:
 - i. Effective communication, information sharing to the extent allowed by state or federal laws, and collaboration with the One-Stop Operator and/or AJCC Partners,
 - ii. Joint planning, policy development, and system design processes,
 - iii. Commitment to the joint mission, vision, goals, strategies, and performance measures,
 - iv. The design and use of common intake, assessment, referral, and case management processes,
 - v. The use of common and/or linked data management systems and data sharing methods, including, Management Information System (MIS) CalJOBS, as appropriate and/or allowable under the AJCC Partner’s state and/or federal funding,
 - vi. Leveraging of resources, including other public agency and non-profit organization services,
 - vii. Making reasonable efforts to participate in a continuous improvement process designed to boost outcomes and increase customer satisfaction,

- viii. Making reasonable efforts to participate in regularly scheduled Partner meetings to exchange information in support of the MOU and encourage program and staff integration, and
- ix. Collaborating and partnering in grants that benefit the LWDA.

Article VIII. Roles and Responsibilities of the KIM WDB

- A. The KIM WDB ensures the workforce-related needs of employers, workers, and job seekers in the KIM WDA are met, to the maximum extent possible with available resources. The KIM WDB will, at a minimum:
 - a. In collaboration and partnership with the CLEO and other applicable AJCC Partners within the planning area, develop the strategic local vision, goals, objectives, and workforce-related policies,
 - b. In cooperation with the CLEO, design and approve the AJCC Network structure. This includes, but is not limited to: adequate, sufficient, and accessible AJCC Network for all employers, workers, and job seekers,
 - c. Provide sufficient types of providers of career and training services (including eligible providers with expertise in assisting individuals with disabilities and eligible providers with expertise in assisting adults in need of adult education and literacy activities),
 - d. In collaboration with the CLEO, designate through a competitive process, procure, oversee, monitor, implement corrective action, and, if applicable, terminate the One-Stop Operator,
 - e. Determine the role and responsibilities of the One-Stop Operator, and
 - f. Review and evaluate performance of the One-Stop Operator.

Article IX. Roles and Responsibilities of the One-Stop Operator

- A. The One-Stop Operator's roles and responsibilities include the following:
 - 1. In conjunction with ETR's oversight and designated administrative staff at ETR, the One-Stop Operator will coordinate the implementation of this MOU, which includes, resource sharing and Infrastructure Funding Agreements (IFA);
 - 2. The convening and facilitation of quarterly AJCC Partner meetings and monthly operational meetings that focus on systems alignment, process improvement and building value added collaboration amongst AJCC partners;

3. The One-Stop Operator will act as a liaison between the KIM WDB and the AJCC Partners and as such will be required to attend meetings of WDB and its Executive Committee to receive direction and to report on progress no less than four times annually;
 4. The One-Stop Operator will perform quarterly customer satisfaction surveys of the colocated AJCC Partners located at the comprehensive AJCC one-stop centers and report its findings to the WDB and its Executive Committee by attending their meetings no less than four times annually; and
 5. Any other assigned duties consistent with the WIOA and related regulations, directives, policies procedures and amendments issued pursuant thereto.
- B. In accordance with WIOA, the One-Stop Operator shall not perform the following functions:
1. Convene system stakeholders to assist in the development of the local plan;
 2. Prepare and submit local plans (as required under sec. 107 of WIOA);
 3. Be responsible for oversight of itself;
 4. Manage or significantly participate in the competitive selection process for one-stop operators;
 5. Select or terminate one-stop operator, career services, and youth providers;
 6. Negotiate local performance accountability measures; and
 7. Develop and submit budget for activities of the KIM WDB.

Article X. Outreach

The KIM WDB and its AJCC Partners will develop and implement a strategic outreach plan that will include, at a minimum the following:

- a. Specific steps to be taken by each AJCC Partner,
- b. An outreach and recruitment plan to the region's job seekers, including targeted efforts for populations most at-risk or most in need,

- c. An outreach and recruitment plan for out-of-school youth,
- d. Sector strategies and career pathways,
- e. Connections to registered apprenticeship,
- f. Regular use of social media, and
- g. Clear objectives and expected outcomes.

Article XI. Accessibility

Accessibility to the services provided by the Comprehensive, Affiliate and/or Specialized AJCC One-Stop Centers (collectively, referred to as “AJCC One-Stop Centers”) and all AJCC Partners is essential to meeting the requirements and goals of the KIM WDB. Job seekers and businesses must be able to access all information relevant to them through visits to physical locations, as well as, in virtual spaces, regardless of gender, age, race, religion, national origin, disability, veteran’s status, or on the basis of any other classification protected under state or federal law.

- A. **Physical Accessibility.** The Comprehensive One-Stop Operator and colocated AJCC Partners shall ensure that AJCC One-Stop Centers will maintain a culture of inclusiveness and the physical characteristics of the facility, both indoor and outdoor and will meet the requirements as contained in Section 188 of the WIOA and the WIOA Nondiscrimination and Equal Opportunity Regulations (29 CFR Part 38; Final Rule December 2, 2016) and the Americans with Disabilities Act (ADA). The AJCC One-Stop Centers may close if local or state government deems such action to be necessary for public safety.
- B. **Virtual Accessibility.** The KIM WDB will work with the California Workforce Development Board (CWDB) and the Employment Development Department to ensure that job seekers and businesses have access to the same information online as they do in a physical facility through CalJOBSSM. Information must be clearly marked and compliant with Section 508 of the U.S. Department of Health and Human Services code. AJCC Partners will comply with the Plain Writing Act of 2010 which requires that federal agencies use "clear Government communication that the public can understand and use" and all information kept virtually will be updated regularly to ensure dissemination of correct information. The AJCC Partners will maintain their own web presence via a website and agree to post content about other AJCC Partners on their own website when applicable, as an in-kind contribution to the AJCC Network.
- C. **Communication Accessibility.** Communications access, for purposes of this MOU, means that individuals with sensory disabilities can communicate (and be communicated with) on an equal footing with those who do not have such disabilities. All AJCC Partners

agree that they will provide accommodations for individuals who have communication challenges, including, but not limited to, individuals who are deaf and hard of hearing, individuals with vision impairments, and individuals with speech-language impairments.

- D. **Programmatic Accessibility.** All AJCC Partners agree that they will not discriminate in their employment practices or services on the basis of gender, gender identity and/or expression, age, race, religion, national origin, disability, veteran's status, or on the basis of any other classification protected under state or federal law. AJCC Partners must assure that they have policies and procedures in place to address these issues, and that such policies and procedures have been disseminated to their employees and otherwise posted as required by law. AJCC Partners further assure that they are currently in compliance with all applicable state and federal laws and regulations regarding these issues. All AJCC Partners will cooperate with compliance monitoring that is conducted at the local level to ensure that all AJCC programs, services, technology, and materials are physically and programmatically accessible and available to all. Additionally, the colocated AJCC Partners agree that their staff members will be trained to provide services to all, regardless of range of abilities, mobility, age, language, learning style, or comprehension or education level. An interpreter, including an American Sign Language (ASL) interpreter will be provided in real time or, if not available, within two (2) business days after a request is made by an AJCC Partner for any customer with a language or hearing barrier. Per current policy, the requesting AJCC Partner shall be responsible for paying for the costs associated with providing an interpreter. Assistive devices, such as screen-reading software programs (e.g., JAWS and DRAGON) and assistive listening devices shall be available to ensure physical and programmatic accessibility within the AJCC Network. Due to the limited space in the Comprehensive AJCC One-Stop Centers, the colocated AJCC Partners agree to share in the costs of a cubicle at each Comprehensive AJCC One-Stop Center to allow the necessary privacy for people with disabilities to use certain assistive devices and equipment, including, but not limited to, Sorenson Communications' ntouch® VP2.

Article XII. Administrative and Operations Management - Day to Day Operations

The AJCC Coordinator, appointed by the consortium of AJCC Partners, coordinates the activities for the AJCC, including resolving the day-to-day operational issues. The AJCC Coordinator will work with designated AJCC Partner manager(s) and supervisor(s) to ensure operational success.

The day-to-day supervision of staff assigned to the AJCCs will be the responsibility of the site supervisor(s). The original employer of staff assigned to the AJCCs will continue to set the priorities of its staff. Any change in work assignments or any problems at the worksite will be handled by the site supervisor(s) and the management of the original employer.

The office hours for the staff at the AJCC will be established by the site supervisor(s) and the primary employer. All staff will comply with the holiday schedule of their primary employer and will provide a copy of their holiday schedule to the AJCC Partners at the beginning of each fiscal

year.

Each AJCC Partner shall be solely liable and responsible for providing to, or on behalf of, its employee(s), all legally-required employee benefits. In addition, each party shall be solely responsible and save all other AJCC Partners harmless from all matters relating to payment of each party's employee(s), including compliance with social security withholding, workers' compensation, and all other regulations governing such matters.

Article XIII. Press Releases and Communications

- A. All AJCC Partners shall be included when communicating with the press, television, radio or any other form of media regarding its duties or performance under this MOU.
- B. Participation of each AJCC Partner in press/media presentations will be determined by each party's public relations policies. Unless otherwise directed by the other AJCC Partners, in all communications, each AJCC Partner shall make specific reference to all other Partners.

Article XIV. Resource Sharing/Infrastructure Funding

A. KIM AJCC Resource Sharing/Infrastructure Requirements.

- 1. WIOA 121(c)(A)(ii) requires that the funding arrangements for services and operating costs of the KIM service delivery system must be described in this MOU.
- 2. The methodologies described herein must be allowable under each AJCC Partner's respective program and under all applicable federal and state laws and regulations, including the Office of Management and Budget (OMB) Circulars applicable to each AJCC Partner's type of organization. The MOU is required to identify:
 - a. The shared KIM AJCC costs.
 - b. The methodologies that will be used to determine each AJCC Partner's fair share of the KIM AJCC costs.
 - c. The methodologies that will be used to allocate each AJCC Partner's fair share of the costs across specific cost categories.
 - d. The method(s) each AJCC Partner will use to fund its fair share of the shared costs, which may include cash contributions, contributions of staff time, equipment, and/or other resources, or in-kind contributions from a third party.

3. The colocated AJCC Partners met to discuss apportionment of infrastructure costs on a pro rata share basis and agreed upon three methodologies to determine infrastructure costs, as follows:

- (i) Exclusive Area: Space available to and occupied exclusively by one colocated AJCC Partner;
- (ii) Shared Area: Space available to and occupied by two or more colocated AJCC Partners; and
- (iii) Common Area: All areas of the Property other than the space available to and occupied exclusively by one colocated AJCC Partner or space shared by two or more colocated AJCC Partners that is used for the benefit of all colocated AJCC Partners, including, but not limited to, kitchen, bathrooms, storage areas, Resource Room, computer room, passageways, hallways, and similar areas. Such an approach incorporates a reasonable, and equitable apportionment of the one-stop infrastructure costs.

4. The State requires each and every Comprehensive, Affiliate and Specialized AJCC One-Stop Centers to be independently and objectively evaluated every three (3) years to ensure that the LWDA has a network of high-quality and effective AJCCs (WIOA Section 121(g)). The last evaluation was completed on December 31, 2021 (EDD Directive WSD20-8). There are two levels of AJCC certification for the Comprehensive AJCC One-Stop Centers which are: AJCC Certification Baseline Criteria Matrix and AJCC Certification Indicator Assessment. The AJCC Certification Baseline Criteria Matrix is intended to ensure that the AJCC is in compliance with key WIOA statutory and regulatory requirements. The AJCC Certification Indicator Assessment identifies where an AJCC may be exceeding quality expectations, as well as areas where improvement(s) is/are needed. The colocated AJCC Partners agree that in order to meet the AJCC Certification Baseline Criteria Matrix and/or AJCC Certification Indicator Assessment for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers in the LWDA, colocated AJCC Partners must perform certain infrastructure purchases during each fiscal year. The infrastructure purchases for each Comprehensive, Affiliate and Specialized AJCC One-Stop Centers, include and are limited to, exterior signage, assistive technology devices to ensure equal access and opportunities for individuals with disabilities, and new computers and upgrading computer software in the Resource Room. This list is not exhaustive and is intended as a guide. Additional equipment purchases identified by any of the colocated AJCC Partners will be made with the consent and approval of all of the colocated AJCC Partners.

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B. Network of Comprehensive AJCCs.

1. Each AJCC Partner that carries out a program or activities within a Comprehensive AJCC One-Stop Center must use a portion of the funds available for their program and activities to help maintain the One-Stop Delivery System, including proportional payment of the Infrastructure Costs of the Comprehensive AJCC One-Stop Center.
 - a. If it has been determined that a AJCC Partner is receiving a benefit from the Comprehensive AJCC One-Stop Center, the amount of funds each AJCC Partner is required to contribute must be based on their proportionate use of the Comprehensive AJCC One-Stop Center.
 - b. The amount to be paid by the AJCC Partner for its proportionate share must be in compliance with the federal statute authorizing its program and Uniform Guidance.
 - c. All non-located AJCC Partners shall pay their proportionate share of infrastructure costs as soon as sufficient data becomes available to make such a determination.
 - e. WIOA emphasizes customer choice, job-driven training, provider performance, and continuous improvement. The quality and selection of providers and programs of training services is vital to achieving these core principles.
 - f. The parties to this agreement recognize the many benefits to our customers in the collaboration and integration of seamless service and have participated in the development and operation of a One-Stop system doing business as the AJCC.

Article XV. Indemnification

All Parties to this MOU recognize the Partnership consists of various levels of government, not-for-profit, and for-profit entities. Each party to this agreement shall be responsible for injury to persons or damage to property resulting from negligence on the part of itself, its employees, its agents, or its officers. No AJCC Partner assumes any responsibility for any other party for the consequences of any act or omission of any third party. The Parties acknowledge the KIM WDB and Comprehensive AJCC One-Stop Operator have no responsibility and/or liability for any negligent actions of any of the other AJCC Partners' employees, agents, and/or assignees. Likewise, the AJCC Partners have no responsibility and/or liability for any negligent actions of the KIM WDB and Comprehensive AJCC One-Stop Operator's employees, agents, and/or

assignees.

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Article XVI. Termination

The AJCC Partners understand that implementation of the AJCC system is dependent on the good faith effort of every AJCC Partner to work together to improve services to the community. The AJCC Partners also agree that this is a project where different ways of working together and providing services are being tried. This MOU will remain in effect until the end date specified in the Effective Period as indicated in Article XVI below, unless:

- a. All Parties mutually agree to terminate this MOU prior to the end date.
- b. Federal oversight agencies charged with the administration of WIOA are unable to appropriate funds or if funds are not otherwise made available for continued performance for any fiscal period of this MOU succeeding the first fiscal period. Any party unable to perform pursuant to MOU due to lack of funding shall notify the other Parties as soon as the party has knowledge that funds may be unavailable for the continuation of activities under this MOU.
- c. WIOA is repealed or superseded by subsequent federal law.
- d. Local area designation is changed under WIOA.
- e. A party breaches any provision of this MOU and such breach is not cured within thirty (30) days after receiving written notice from the Chair of the KIM WDB Chair (or designee) specifying such breach in reasonable detail. In such event, the non-breaching party(s) shall have the right to terminate this MOU by giving written notice thereof to the party in breach, upon which termination will go into effect immediately.

In the event of termination, the Parties to this MOU must convene within thirty (30) days after the breach of the MOU to discuss the formation of the successor MOU. At that time, allocated costs must be addressed and agreed to by the Parties.

Any party may request to terminate its inclusion in this MOU by following the modification process identified in Article XVII below.

Article XVII. Grievances and Complaints Procedure

The AJCC Partners agree to establish and maintain a procedure for grievances and complaints as outlined in WIOA. The process for handling grievances and complaints is applicable to customers and AJCC Partners. These procedures will allow the customer or entity filing the complaint to exhaust every administrative level in receiving a fair and complete hearing and resolution of their grievance. The AJCC Partner further agrees to communicate openly and directly to resolve any problems or disputes related to the provision of services in a cooperative manner and at the lowest level of intervention possible.

In addition, the AJCC Partners will offer the best customer service possible by attempting to

resolve customer issues as quickly as possible. If AJCC Partner's staff is not able to resolve the issue, they should bring the customer's issue to the attention of their supervisor or an AJCC Partner's supervisor at their location. If the supervisor is not able to resolve the issue, the next highest level employee (i.e., Deputy Director or equivalent position) may be asked to assist. After those attempts to resolve an issue for the customer are made, the customer may still not be satisfied. Filing a formal complaint/grievance is the final step in good customer service.

Any person(s) filing a complaint concerning an AJCC Partner of the local One-Stop will first submit that complaint to that AJCC Partner utilizing the procedures of that agency.

Participants will first utilize procedures, if available to them, at the employer/training agency level. If the employer does not have a grievance/complaint procedure, the procedures under Title 20 Code of Federal Regulations (CFR) Part 667.600, and Title 29 CFR 37 will be used.

The person filing a complaint shall be free from restraint, coercion, reprisal, or discrimination.

Article XVIII. Effective Date, Term and Renewal of MOU

- A. The effective date of this MOU is on July 1, 2022. The term of this MOU is from July 1, 2022 to June 30, 2025, unless it is terminated earlier as provided herein, and shall supersede in its entirety the MOU Phase I, MOU Phase II, and MOU Phase II – Affiliate and Specialized AJCC One-Stop Centers, and WIOA MOU entered into previously by and between the participating AJCC Partners, the KIM WDB, and CLEO.
- B. The MOU is of no force or effect until signed by CLEO and an authorized representative of the KIM WDB.
- C. The MOU will be reviewed annually and renewed not less than once every 3-year period to ensure appropriate funding and delivery of services, and identify any substantial changes that have occurred.

Article XIX. Modifications and Revisions

This MOU constitutes the entire agreement between the AJCC Partners and no oral understanding not incorporated herein shall be binding on any of the AJCC Partners hereto. This MOU may be modified, altered, or revised, as necessary, by mutual consent of all of the AJCC Partners, by the issuance of a written amendment, signed and dated by the AJCC Partners. In addition, the Infrastructure Funding Agreements may be modified and/or updated yearly by the colocated AJCC Partners without having to modify the MOU.

Article XX. Dispute Resolution

The AJCC Partners agree to try to resolve policy or practice disputes at the lowest level, starting with the site supervisor(s) and staff. If the issue(s) cannot be resolved at this level, they shall be

referred to the AJCC Partner's management staff of the respective staff employer, for discussion and resolution. The AJCC Partner's management staff's decision regarding the resolution of the issue(s) shall be final.

Article XXI. Hold Harmless/Indemnification/Liability

Except as otherwise expressly provided in this MOU and in accordance with provisions of Section 895.4 of the California Government Code, each party hereby agrees to indemnify, defend and hold harmless all other parties identified in this MOU from and against any and all claims, demands, damages and costs arising out of or resulting from any negligent acts or omissions which arise from the performance of the obligations by such indemnifying party pursuant to this MOU. In addition, except for Departments of the State of California which cannot provide for indemnification of court costs and attorney's fees under the indemnification policy of the State of California, all other parties to this MOU agree to indemnify, defend and hold harmless each other from and against all court costs and attorney's fees arising out of or resulting from any acts or omissions which arise from the negligence performance of the obligations by such indemnifying party pursuant to this MOU. It is understood and agreed that all indemnity provided herein shall survive the termination of this MOU.

Article XXII. Notice

All notices required or permitted to be given by any party to this MOU shall be deemed tendered upon personal delivery to the all of other AJCC Partners or three (3) days after being deposited in the United States mail, postage prepaid, first class mail addressed to the other Partners at the addresses contained herein or to such other address as the AJCC Partners may provide by written notice tendered in accordance herewith.

Article XXIII. Comprehensive AJCC One-Stop Operating Budget

The purpose of this Article is to establish a financial plan, including terms and conditions, to fund the services and operating costs of the KIM WDA's Comprehensive AJCC One-Stop Centers. The Parties to this MOU agree that joint funding is a necessary foundation for an integrated service delivery system. The goal of the operating budget is to develop a funding mechanism that:

- a. Establishes and maintains the Local workforce delivery system at a level that meets the needs of the job seekers and businesses in the LWDA,
- b. Reduces duplication and maximizes program impact through the sharing of services, resources, and technologies among AJCC Partners (thereby improving each program's effectiveness),
- c. Reduces overhead costs for any one AJCC Partner by streamlining and sharing financial, procurement, and facility costs, and

- d. Ensures that costs are appropriately shared by the AJCC’s Partners by determining contributions based on the proportionate use of the one-stop centers and relative benefits received, and requiring that all funds are spent solely for allowable purposes in a manner consistent with the applicable authorizing statutes and all other applicable legal requirements, including the Uniform Guidance.

The AJCC Partners consider this one-stop operating budget the master budget that is necessary to maintain the KIM WDA’s high-standard of AJCC Network. It includes the following cost categories, as required by WIOA and its implementing regulations:

- a. Infrastructure Costs;
- b. Career Services Costs; and
- c. Shared Operating Costs and Shared Services Costs.

All costs must be included in the MOU, allocated according to colocated AJCC Partners’ proportionate use and relative benefits received, and reconciled on a quarterly basis against actual costs incurred and adjusted accordingly. The Comprehensive AJCC One-Stop Centers operating budget is expected to be transparent and negotiated among colocated AJCC Partners on an equitable basis to ensure costs are shared appropriately. All colocated AJCC Partners have negotiated in good faith and established outcomes that are reasonable and fair.

Article XXIV. Infrastructure Funding Agreement for Comprehensive AJCCs:

The Infrastructure Funding Agreement (IFA) must include infrastructure costs, and does include Additional Costs and Shared Operating Costs and Shared Services Costs. The colocated AJCC Partners have negotiated the IFA for all of the Comprehensive AJCC One-Stop Centers, including and limited to, Southeast-AJCC, Delano-AJCC, and Ridgecrest-AJCC, as reflected below.

The following reflects the summarized IFA between the colocated AJCC Partners for the Southeast-AJCC:

SOUTHEAST AJCC 2021 - 2022							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
Cost Categories	Total Cost	Contributors				Value	Balance to Allocate
		ETR	EDD	DHS	DOR		
	Partner Share	72.16%	15.26%	6.96%	5.62%	<u>1</u>	=====
Rent	526,716	371,569	135,594	16,373	3,181	526,716	
Operational Costs Including Utilities/Maintenance*	554,042	273,749	84,972	11,997	1,539	554,042	181,786
Operational Costs not included in Lease/Ops Costs*	181,786	131,177	27,740	12,652	10,216	181,786	0
Equipment**	53,000	38,245	8,088	3,689	2,979	53,000	0
Marketing/Outreach Technology	147,799	106,652	22,554	10,287	8,306	147,799	0
Common Identifier****	7,787	5,619	1,188	542	438	7,787	0
Totals with Total Partner Allocations & Remaining Allocation Amt	1,289,344	927,010	280,137	55,539	26,658	1,080,758	0
Per Month Costs	107,445	77,251	23,345	4,628	2,222	90,063	0
Total Infrastructure to Be Allocated to Colocated Partners:						\$	1,289,344

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

A more thorough and complete IFA for the Southeast-AJCC is attached hereto and incorporated herein as Exhibit “D”.

The following reflects the summarized IFA between the colocated AJCC Partners for the Delano-AJCC:

DELANO 2021 - 2022							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
Cost Categories	Total Cost	Contributors				39 Capacity (14 Vacancies)	
		ETR (Proteus)	EDD	DHS*	DOR	Value	Balance to Allocate
	Equal Share	1	1	1	1	4	
Equal Share % excluding Rent		25%	25%	25%	25%		
Rent	36,973	22,883	11,500	-	2,590	-	0
Utilities/Maintenance	17,153	4,288	4,288	4,288	4,288	17,153	0
Equipment**	15,500	3,875	3,875	3,875	3,875	15,500	0 X
Marketing/Outreach Technology***	54,517	13,629	13,629	13,629	13,629	54,517	0
Common Identifier****	2,872	718	718	718	718	2,872	0
Totals with Total Partner Allocations & Remaining Allocation Amt	127,015	45,394	34,011	22,510	25,100	90,042	0
Monthly	10,585	3,783	2,834	1,876	2,092	7,503	
Total Infrastructure to Be Allocated to Colocated Partners:						\$	127,015

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

A more thorough and complete IFA for the Delano-AJCC is attached hereto and incorporated herein as Exhibit “E”.

The following reflects the summarized IFA between the colocated AJCC Partners for the presently located Ridgecrest-AJCC:

RIDGECREST--540 Perdew 2021 - 2022						
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole						
Cost Categories	Total Cost	Contributors			Value	Balance to Allocate
		ETR (Note: Net Cost after Partner reimbursement)	DHS	DOR		
	Partner Share	39.66%	37.67%	22.67%	1	
Rent*	43,402	29,180	-	14,222	43,402	(14,222)
Utilities/Maintenance/Other Ops	30,401	20,267.36	-	10,134	30,401	0
Equipment	7,200	2,856	2,712	1,632	7,200	0 X
Marketing/Outreach Technology****	13,778	5,464	5,190	3,123	13,778	0
Common Identifier*****	726	288	273	165	726	0
Totals with Total Partner Allocations & Remaining Allocation Amt	95,506	58,055	8,176	29,276	95,506	0
Estimated Monthly Costs	7,959	4,838	681	2,440	7,959	
Total Infrastructure to Be Allocated to Colocated Partners:					\$	95,506

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

A more thorough and complete IFA for the Ridgecrest-AJCC is attached hereto and incorporated herein as Exhibit “F”.

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
 - d. Technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities; and
 - e. Common identifier costs.

- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Comprehensive AJCC One-Stop Center in the LWDA. The Equipment Lists for the Southeast-AJCC, Delano-AJCC and Ridgecrest-AJCC are attached hereto and incorporated herein as Exhibit "G", "H" and "I", respectfully.

The Marketing/Outreach Technology equipment necessary to facilitate access to the AJCC Network is attached hereto and incorporated herein as Exhibit "J".

- C. All Parties to this MOU and IFA recognize that infrastructure costs are applicable to all required colocated AJCC Partners. The non-colocated Partners agree to pay their proportionate share of infrastructure costs as soon as sufficient data are available to make such a determination. Each AJCC Partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the Partner programs' authorizing laws and regulations and the Uniform Guidance. The Parties desire to have the colocated AJCC Partners pay the total infrastructure costs for the AJCC network for the first fiscal year and the colocated and non-colocated Partners will re-negotiate the partner sharing agreement a minimum of one-hundred and twenty (120) days before the 30st day of June of each year. Each colocated AJCC partner's contributions to these costs, however, may vary, as these contributions are based on the proportionate use and relative benefit received, consistent with the AJCC Partner programs' authorizing laws and regulations and the Uniform Guidance.

- D. Shared operating costs and shared services costs may include costs of shared services that are authorized for and may be commonly provided through the one-stop Partner programs, including initial intake, assessment of needs, appraisal of basic skills, identification of appropriate services, referrals to other AJCC Partners, and business

services.

- E. Under the IFA, there are three different funding types:
 - i. Cash are funds provided to the KIM WDB or its designee by AJCC Partners, either directly or by an interagency transfer, or by a third party.
 - ii. Non-Cash are expenditures incurred by AJCC Partners on behalf of the one-stop center; and non-cash contributions or goods or services contributed by an AJCC Partner program and used by the AJCC one-stop center.
 - iii. Third-party In-kind are contributions of space, equipment, technology, non-personnel services, or other like items to support the infrastructure costs associated with one-stop operations, by a non-AJCC Partner to: support the one-stop center in general; or support the proportionate share of one-stop infrastructure costs of a specific AJCC partner.
- F. Contributions for infrastructure and additional costs may be made from cash, non-cash, or third party in-kind contributions. Non-cash and third-party in kind contributions must be fairly evaluated in accordance with the Uniform Guidance at 2 CFR 200.306, 2 CFR 200.434, 34 CFR 361.715 and 34 C.F.R. 463.715.
- G. Career Services Costs align with Article III above which outlines shared customers and services and includes the costs of the provision of career services applicable to each program consistent with the AJCC Partner program's applicable Federal statutes and allocable based on cost principles of the Uniform Guidance at 2 CFR Part 200, as reflected in the table below.

Table for Delivery of Applicable Career Services	
Kern, Inyo and Mono Workforce Development Board	
T-I Adult: <i>WIOA Title I (B) Adult</i>	Employers' Training Resource (ETR), Inyo County Health & Human Services (Inyo HHS), Mono County Social Services Dept. (Mono SSD), *KHSD (subgrantee of ETR)
T-I DW: <i>WIOA Title I (B) Dislocated Worker</i>	ETR, Inyo HHS, Mono SSD, *KHSD (subgrantee of ETR)
T-I Youth: <i>WIOA Title I (B) Youth</i>	ETR, Mono SSD, *KHSD (subgrantee of ETR)
T-I Job Corps: <i>WIOA Title I (C) Job Corps</i>	Chugach Education Services, Inland Empire Job Corps (JC)
T-I Native Am: <i>WIOA Title I (D) Sec 166 Native American</i>	California Indian Manpower Consortium, Inc. (CA Indian)
T-I MSFW: <i>WIOA Title I (D) Sec 167 Migrant Seasonal Farmworkers grantee</i>	ETR
T-I YouthBuild: <i>WIOA Title I (D) Sec 171 YouthBuild</i>	No Grantee
T-II AEL: <i>WIOA Title II Adult Education and Literacy grantee</i>	Kern High School District (KHSD), Delano Joint Union High School District (DJUHSD), Farmworker Institute for Education & Leadership Development (FIELD), McFarland Unified School District (MUSD), Wasco Union High School District (WUHSD)
T-III WP: <i>WIOA Title III Wagner-Peyser</i>	Employment Development Department (EDD)
T-IV VR: <i>WIOA Vocational Rehabilitation</i>	Department of Rehabilitation (DOR)
Tech Ed: <i>Carl Perkins Career Technical Education grantee</i>	Bakersfield College (BC), Cerro Coso Community College (CCCC), Taft College (TC)
T-V OAA: <i>Title V Older Americans Act</i>	SER – Jobs for Progress (SER Jobs)
JVSG: <i>Jobs for Veterans State grant</i>	EDD
TAA: <i>Trade Adjustment Assistance Act</i>	EDD
Comm Act: <i>Community Services Block Grant recipient</i>	Community Action Partnership of Kern (CAPK)
Housing: <i>Housing & Urban Development</i>	Housing Authority of the County of Kern (HACK)
UI: <i>Unemployment Compensation</i>	EDD
SC: <i>Second Chance grantee</i>	Latino Coalition for Community Leadership (LCCL)
TANF: <i>CalWORKS</i>	Kern County Department of Human Services (DHS), **KHSD (CalWORKS allotment)
Consolidated Budget for Delivery of Applicable Career Services	

Consolidated budget for applicable career services reflecting each of the Partner's costs for the service delivery of each applicable career service, which includes all costs, including personnel, related to the administration and delivery of those services.							
Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	ETR: \$1,450,00 Mono SSD: \$23,164 Inyo HHS: \$48,911 *KHSD: \$0	ETR: \$1,325,000 Mono SSD: \$34,796 Inyo HHS: \$39,687 *KHSD: \$0	ETR: \$784,000 Mono SSD: \$25,291 Inyo HHS: \$0 *KHSD: \$790,223	JC: \$83,559	CIMC: \$168,101	ETR: \$585,800 KHSD: \$13,453	None
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVSG	TAA
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	FIELD: \$250,000 DJUHSD: \$87,094 MUSD: \$50,000 WUHSD: \$30,000 KHSD: \$368,631	EDD: \$2,119,381	DOR: \$1,500,000	BC: \$8,750 CCCC: \$18,000 TC: \$8,750	SER Jobs: \$46,400	EDD: \$275,467	EDD: \$71,410
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Basic Career Services: T-I Eligibility, Initial Assess Outreach, Intake, Orient, Labor Exchange, Referrals, LMI Support Service Info, UI Info, Fin Aid Info	CAPK: \$0.00	HACK: \$150,000	EDD-UI: DCAF=\$380 UI Direct (PSP)=\$57,000	LCCL: \$60,000	DHS: \$248,348 **KHSD: \$3,109,042		

Applicable Career Services	T-I Adult	T-I DW	T-I Youth	T-I Job Corps	T-I Native Am	T-I MSF	T-I YouthBuild
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	ETR: \$2,100,000 Mono SSD: \$15,442 Inyo HHS: \$20,000 *KHSD: \$249,410	ETR: \$1,850,000 Mono SSD: \$23,198 *KHSD: \$83,137	ETR: \$2,970,000 Mono SSD: \$16,861 Inyo HHS: \$18,000 *KHSD: \$2,249,095	JC: \$55,704	CIMC: \$44,248	ETR: \$1,007,100 KHSD: \$255,607	None
Applicable Career Services	T-II AEL	T-III WP	T-IV VR	Tech Ed	T-V OAA	JVSG	TAA
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	FIELD: \$250,000 DJUHSD: \$94,358 WUHSD: \$40,000 MUSD: \$40,000 KHSD: \$1,740,124	EDD: \$374,009	DOR: \$6,500,000	BC: \$3,500 CCCC: \$31,000 TC: \$3,500	SER Jobs: \$30,933	EDD: \$48,611	EDD: \$12,601
Applicable Career Services	Comm Act	Housing	UI	SC	TANF		
Individual Career Services: Comp Assessment, IEP, Career Plan Counsel, Short-Term Pre-Vocational, Internship/Extern/Work Experience, Financial Literacy, ESL, WF Prep	CAPK: \$0.00	HACK: \$150,000	EDD: \$0	LCCL: \$140,000	DHS: \$5,392,124 **KHSD: \$1,078,368		

Article XXV. Infrastructure Funding Agreement for Affiliate and Specialized AJCCs:

The Infrastructure Funding Agreement (IFA) must include infrastructure costs.

The following reflects the summarized IFA for the AJCC - Oildale:

OILDALE--Olive Drive					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR		Balance to Allocate	
Rent	127,119		127,119	127,119	0
Utilities/Maintenance Other Ops *	118,293		118,293	118,293	0
Equipment**	11,600		11,600	11,600	0
Access Technology***	27,712		27,712	27,712	0
Common Identifier****	13,832		13,832	13,832	0
Totals with Total Partner Allocations & Remaining Allocation Amt	298,556		298,556	298,556	0
Estimated Monthly Costs	24,880		24,880	24,880	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 298,555.85					

A more thorough and complete IFA for the AJCC - Oildale is attached hereto and incorporated herein as Exhibit "K".

The following reflects the summarized IFA for the AJCC - Taft:

TAFT--119 North 10th Street					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR		Balance to Allocate	
Rent	332		332	332	0
Utilities/Maintenance Other Ops *	987		987	987	0
Equipment**	4,288		4,288	4,288	0 X
Access Technology***	11,822		11,822	11,822	0
Common Identifier****	852		852	852	0
Totals with Total Partner Allocations & Remaining Allocation Amt	18,281		18,281	18,281	0
Estimated Monthly Costs	1,523		1,523	1,523	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 18,281.08					

A more thorough and complete IFA for the AJCC – Taft is attached hereto and incorporated herein as Exhibit "L".

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The following reflects the summarized IFA for the AJCC - Shafter:

SHAFTER--115 Central Valley Highway					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR		Value	Balance to Allocate
Rent	748			748	748
Utilities/Maintenance Other Ops *	875			875	875
Equipment**	5,214			5,214	5,214 X
Access Technology***	7,413			7,413	7,413
Common Identifier****	534			534	534
Totals with Total Partner Allocations & Remaining Allocation Amt	14,784			14,784	14,784
Estimated Monthly Costs	1,232			1,232	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 14,783.82					

A more thorough and complete IFA for the AJCC - Shafter is attached hereto and incorporated herein as Exhibit "M".

The following reflects the summarized IFA for the AJCC - Lake Isabella:

LAKE ISABELLA--6405 Lake Isabella Blvd					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR		Value	Balance to Allocate
Rent	7,135			7,135	0
Utilities/Maintenance Other Ops *	16,644			16,644	0
Equipment**	3,240			3,240	0 X
Access Technology***	7,223			7,223	0
Common Identifier****	520			520	0
Totals with Total Partner Allocations & Remaining Allocation Amt	34,762			34,762	0
Estimated Monthly Costs	2,897			2,897	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 34,761.81					

A more thorough and complete IFA for the AJCC - Lake Isabella is attached hereto and incorporated herein as Exhibit "N".

The following reflects the summarized IFA for the AJCC - Lamont:

LAMONT--8300 Segrue					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR		Value	Balance to Allocate
Rent	1,902			1,902	0
Utilities/Maintenance Other Ops *	782			782	0
Equipment**	4,932			4,932	0 X
Access Technology***	-			-	0
Common Identifier****	-			-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	7,616			7,616	0
Estimated Monthly Costs	635			635	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 7,616.00					

A more thorough and complete IFA for the AJCC – Lamont is attached hereto and incorporated herein as Exhibit “O”.

The following reflects the summarized IFA for the AJCC - Mojave:

MOJAVE--2300 Highway 58					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR		Value	Balance to Allocate
Rent	1,389		1,389	1,389	0
Utilities/Maintenance Other Ops *	1,551		1,551	1,551	0
Equipment**	5,872		5,872	5,872	0 X
Access Technology***	-		-	-	0
Common Identifier****	-		-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	8,812		8,812	8,812	0
Estimated Monthly Costs	734		734	734	
Total Infrastructure to Be Allocated to Colocated Partners: \$ 8,812.00					

A more thorough and complete IFA for the AJCC - Mojave is attached hereto and incorporated herein as Exhibit “P”.

The following reflects the summarized IFA for the AJCC - Walker:

MONO COUNTY					
WALKER					
		Contributors			
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate
Rent	9,380	4,690	4,690	9,380	0
Utilities/Maintenance Other Ops	5,124	2,562	2,562	5,124	0
Equipment	3,173	3,173	-	3,173	0 X
Access Technology	-	-	-	-	0
Common Identifier	3,000	3,000	-	3,000	0
Totals with Total Partner Allocations & Remaining Allocation Amt	20,677	13,425	7,252	20,677	0
Estimated Monthly Costs	1,723	1,119	604	1,723	
Total Infrastructure to Be Allocated to Colocated Partners: \$ 20,677.00					

A more thorough and complete IFA for the AJCC – Walker is attached hereto and incorporated herein as Exhibit “Q”.

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The following reflects the summarized IFA for the AJCC - Mammoth Lakes:

MONO COUNTY						
MAMMOTH LAKES						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	248,880	12,444	236,436	248,880	0	
Utilities/Maintenance Other Ops	-	-	-	-	0	
Equipment	1,416	1,416	-	1,416	0	X
Access Technology	-	-	-	-	0	
Common Identifier	-	-	-	-	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	250,296	13,860	236,436	250,296	0	
Estimated Monthly Costs	20,858	1,155	19,703	20,858		
				Total Infrastructure to Be Allocated to Colocated Partners: \$ 250,296.00		

A more thorough and complete IFA for the AJCC - Mammoth Lakes is attached hereto and incorporated herein as Exhibit "R".

The following reflects the summarized IFA for the AJCC - Inyo:

INYO COUNTY						
1360 N. Main Street, Bishop						
		Contributors				
Cost Categories	Total Cost	WIOA	County Mental Health	Social Services	Value	Balance to Allocate
	Equal Share	1%	4%	95%	1	
Rent	65,020	650	2,601	61,769	65,020	0
Utilities/Maintenance Other Ops *	22,874	2,281	22	20,571	22,874	0
Equipment**	525	525	-	-	525	0 X
Access Technology***	-	-	-	-	-	0
Common Identifier****	-	-	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	88,419	3,456	2,623	82,340	88,419	0
Estimated Monthly Costs	7,368	288	219	6,862	7,368	
				Total Infrastructure to Be Allocated to Colocated Partners: \$ 88,419.00		

A more thorough and complete IFA for the AJCC – Inyo is attached hereto and incorporated herein as Exhibit "S".

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The following reflects the summarized IFA for the AJCC – Business Center:

BUSINESS CENTER - 1129 Olive Drive, Suites C & D, Bakersfield				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	58,056	58,056	58,056	0
Utilities/Maintenance Other Ops *	105,440	105,440	105,440	0
Equipment**	6,700	6,700	6,700	0 X
Access Technology***	1,825	1,825	1,825	0
Common Identifier****	131	131	131	0
Totals with Total Partner Allocations & Remaining Allocation Amt	172,152	172,152	172,152	0
Estimated Monthly Costs	14,346	14,346	14,346	0
Total Infrastructure to Be Allocated to AJCC Ops: \$ 172,152.17				

A more thorough and complete IFA for the AJCC – Business Center is attached hereto and incorporated herein as Exhibit “T”.

The following reflects the summarized IFA for the AJCC – EPIC:

EPIC 2210 H St				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	10,200	10,200	10,200	0
Utilities/Maintenance Other Ops *	55,920	55,920	55,920	0
Equipment**	16,100	16,100	16,100	0 X
Access Technology***	5,075	5,075	5,075	0
Common Identifier****	366	366	366	0
Totals with Total Partner Allocations & Remaining Allocation Amt	87,660	87,660	87,660	0
Estimated Monthly Costs	7,305	7,305	7,305	0
Total Infrastructure to Be Allocated to AJCC Ops: \$ 87,660.48				

A more thorough and complete IFA for the AJCC – EPIC is attached hereto and incorporated herein as Exhibit “U”.

The above matrixes incorporate the specific costs provided below:

- A. Infrastructure Costs are defined as non-personnel costs that are necessary for the general operation of the AJCC network, including, but not limited to:
 - a. Rental of the facilities;
 - b. Utilities and maintenance;
 - c. Equipment, including assessment-related products and assistive technology for individuals with disabilities;
 - d. Technology to facilitate access to the AJCC, including technology used for each center’s

planning and outreach activities; and
e. Common identifier costs.

- B. The equipment, including assessment-related products and assistive technology for individuals with disabilities and technology to facilitate access to the AJCC, including technology used for each center's planning and outreach activities identified above as Infrastructure Costs are more thoroughly identified in the Equipment Lists for each Affiliate and Specialized AJCC One-Stop Center in the LWDA. The Equipment Lists for the AJCC – Oildale, AJCC – Taft, AJCC – Shafter, AJCC – Lake Isabella, AJCC – Lamont, AJCC – Mojave, AJCC – Business Center, and AJCC – EPIC are attached hereto and incorporated herein as Exhibit "V", "X", "Y", "Z", "AA", "BB", "CC" and "DD" respectfully.
- C. If an affiliate or specialized AJCC only has one colocated AJCC Partner within the AJCC, it is not required to negotiate the IFA as there are no cost sharing AJCC Partners.

Article XXVI. Miscellaneous Provisions

1. Non-Discrimination and Equal Opportunity. The laws and regulations listed herein do not encompass all of the laws and regulations that govern the AJCC Partners in its respective roles under this MOU. The AJCC Partners expressly agree to comply with the federal and state laws and regulations listed below.

A. Consistent with WIOA, the AJCC Partners shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant, or applicant for employment due to gender, race, color, ancestry, religion, national origin, physical disability (including HIV and AIDS), mental disability, medical condition(s), age (over 40), or marital status; nor shall the AJCC Partners deny family and medical care leave or pregnancy disability leave to employees entitled to such leave. The AJCC Partners shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and their employees and applicants or employment are free from such discrimination and harassment. The AJCC Partners shall comply with the provisions of Fair Employment and Housing Act (California Government Code Section 12900, et seq.) and related, applicable regulations promulgated thereunder (Title 2, California Code of Regulations Section 7285 et seq.). Code of Regulations Section 8103 et seq. are incorporated into this MOU by reference and made a part hereof as if set forth in full. The AJCC Partners shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining agreement or other such agreement.

B. The KIM WDB and AJCC Partners will ensure that policies and procedures established by the AJCC as the One-Stop Center, and programs and service provided by and through the One-Stop Center are in compliance with the Americans with Disabilities Act of 1990 and its amendments (ADA), which prohibits discrimination on the basis of disability, as well as other applicable regulations and guidelines issued pursuant to the ADA. Additionally, AJCC Partners agree to fully comply with the provisions of WIOA, Title VII of the Civil Rights Act of 1964, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, 29 CRF Part 37,

and all other regulations implementing the aforementioned laws.

C. The AJCC Partners agree to provide priority of service to veterans and covered spouses for any qualified job training program pursuant to 38 USC 2813.

D. The AJCC Partners agree to comply with 29 CFR 94 and all other applicable state and federal laws pertaining to a drug-free workplace and to make a good faith effort to maintain a drug-free workplace. Each AJCC Partner will make a good faith effort to ensure that none of its officers, employees, members, and subrecipient(s), and any independent contract(s) will purchase, transfer, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way while working or while on public property.

2. Severability. In the event that a provision or several provisions of this MOU is unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
3. Drug and Alcohol-free Workforce. AJCC Partners certify that it will comply with the Drug-Free Workplace Act of 1988, 41 U.S.C. 702 et seq., and 2 CFR part 182 which require that all organizations receiving grants from any Federal agency maintain a drug-free workplace. The recipient must notify the awarding office if an employee of the recipient is convicted of violating a criminal drug statute. Failure to comply with these requirements may be cause for suspension or debarment under 2 CFR part 180, as adopted by the U.S. Department of Education at 2 CFR 3485, and the U.S. Department of Labor regulations at 29 CFR part 94.
4. Certification Regarding Lobbying. AJCC Partners shall comply with the Byrd Anti-Lobbying Amendment (31 U.S.C. Section 1352), 29 C.F.R. Part 93, and 34 CFR part 82, as well as the requirements in the Uniform Guidance at 2 CFR 200.450. The Parties shall not lobby federal entities using federal funds and will disclose lobbying activities as required by law and regulations.
5. Debarment and Suspension. All Parties shall comply with the debarment and suspension requirements (E.O. 12549 and 12689) and 2 CFR part 180 and as adopted by the U.S. Department of Labor at 29 CFR part 2998 and by the U.S. Department of Education at 2 CFR 3485.
6. Priority of Service. AJCC Partners certify that it will adhere to all statutes, regulations, policies, and plans regarding priority of service, including, but not limited to, priority of service for veterans and their eligible spouses, and priority of service for the WIOA title I Adult program, as required by 38 U.S.C. sec. 4215 and its implementing regulations and guidance, and WIOA sec. 134(c)(3)(E) and its implementing regulations and guidance. The AJCC Partners will target recruitment of special populations that receive a focus for services under WIOA, such as individuals with disabilities, low-income individuals, basic skills deficient youth, and English

language learners.

7. Buy American Provision. AJCC Partners that receives funds made available under title I or II of WIOA or under the Wagner-Peyser Act (29 U.S.C. Section 49, et. seq.) certifies that it will comply with Sections 8301 through 8303 of title 41 of the United States Code (commonly known as the "Buy American Act.") and as referenced in WIOA Section 502 and 20 CFR 683.200(f).
8. Salary Compensation and Bonus Limitations. AJCC Partners certify that, when operating grants funded by the U.S. Department of Labor, it complies with TEGL 05-06, Implementing the Salary and Bonus Limitations in Public Law 109-234, TEGL 17-15, EDD Directive WSD21-02 dated 08.16.21, Workforce Innovation and Opportunity Act (WIOA) Adult, Dislocated Worker and Youth Activities Program Allotments for Program Year (PY) 2016; Final PY 2016 Allotments for the Wagner-Peyser Act Employment Service (ES) Program Allotments; and Workforce Information Grants to States Allotments for PY 2016, Public Laws 114-113 (Division H, title I, Section 105) and 114-223, and WIOA section 194(15)(A), restricting the use of federal grant funds for compensation and bonuses of an individual, whether charged to either direct or indirect, at a rate in excess of the Federal Office of Personnel Management Executive Level II.
9. Non-Assignment. Except as otherwise indicated herein, no Party may, during the term of this MOU or any renewals or extensions of this MOU, assign or subcontract all or any part of the MOU without prior written consent of the KIM WDB.
10. Entire Agreement. This MOU, including all exhibits attached hereto, embodies the entire agreement and understanding between the AJCC Partners hereto with respect to the subject matter of this MOU, and supersedes all prior or contemporaneous agreements and understandings other than this MOU relating to the subject matter hereof.
11. Governing Law. This MOU will be construed, interpreted, and enforced according to the laws of the State of California. All Parties shall comply with all applicable Federal and State laws and regulations, and Local laws to the extent that they are not in conflict with the State of California or Federal requirements.
12. Unenforceable Provisions. In the event that a provision or several provisions of this MOU is/are unenforceable or held to be unenforceable under applicable law, this MOU will continue in full force and effect without such provision(s) and will be enforceable in accordance with its terms.
13. Third Parties. AJCC Partners hereto does not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.
14. Amendment and Waiver. This MOU may be modified, altered, or revised, as necessary, by the consent of the KIM WDB, by the issuance of a written amendment, signed and dated by the KIM WDB. No provision of this MOU may be waived, except for a written document executed

by the KIM WDB. No waiver of a provision will be deemed to be or will constitute a waiver of any other provision of this MOU. A waiver will be effective only in the specific instance and for the purpose for which it was given, and will not constitute a continuing waiver unless stated therein.

15. Construction. The titles of the sections of this MOU are for convenience of reference only and are not to be considered in construing this MOU. Unless the context of this MOU clearly requires otherwise: (a) references to be plural include the singular, the plural, and the part the whole, (b) “or” has the inclusive meaning frequently identified with the phrase “and/or,” (c) “including has the inclusive meaning frequently identified with the phrase “including but not limited to” or “including without limitation,” and (d) references to “hereunder,” “herein” or “hereof” relate to this Agreement as a whole. Any references in this MOU to any statute, rule, regulation or agreement as it may be modified, varied, amended or supplemental from time to time.
16. Counterparts. This MOU may be in any number of counterparts, each of which will be deemed an original, but all together will constitute one instrument.

Authority and Signature

In WITNESS THEREOF, the KERN, INYO, AND MONO WORKFORCE DEVELOPMENT BOARD and AJCC Partners have caused this Memorandum of Understanding to be executed by their respective officers and agents as of the day and year first above written.

APPROVED AS TO FORM
Office of County Counsel

County of Kern

By: _____
Gurujodha Khalsa, Deputy

By: _____
Zach Scrivner, Chairman, Board of Supervisors

APPROVED AND RECOMMENDED AS TO
CONTENT

Kern, Inyo, Mono Counties Workforce
Development Board

By: _____
Alissa Reed, Chair

Partner Signatures

**AGREEMENT OF PARTNERSHIP BY
THE WORKFORCE INNOVATION AND OPPORTUNITY ACT
ONE-STOP/AMERICA'S JOB CENTER OF CALIFORNIA MANDATED PARTNER**

MONO COUNTY SOCIAL SERVICES DEPARTMENT

In addition to the agreement identified in the main body of this Memorandum of Understanding (MOU), this signature page outlines the mandated partner contact information and federal funding stream as a party to the MOU.

Mandated Partner contact information:

1. **Mandated Partner:** Mono County Social Services Department
2. **Mandated Partner Contact Person:** Kathryn Peterson, Director
3. **Mandated Partner Address:** 1290 Tavern Road, Suite 229, Mammoth Lakes, CA 93546
4. **Phone Number:** (760) 924-1763
5. **Email Address:** kpeterson@mono.ca.gov

Mandated Partner Federal Funding Streams for WIOA Partnership: WIOA Title I (B) Adult, Dislocated Worker, and Youth Programs.

Signature:

The authorized representative of the partner listed below agrees upon the terms and conditions of the MOU, including the terms prescribed in the sharing of the infrastructure and other shared costs under the Workforce Innovation and Opportunity Act commencing on July 1, 2022, and agrees that when data becomes available to determine the AJCC benefit to the non-colocated partners, the infrastructure funding agreement will be renegotiated to include their proportionate share of contributions.

Mono County Social Services Department

By: Kathryn Peterson, Director

Date

EXHIBIT "A"
System Map

KERN, INYO & MONO COUNTIES AJCC LOCATIONS

COMPREHENSIVE ONE STOPS

America's Job Center - Bakersfield
1600 E. Belle Terrace
Bakersfield, CA 93307
661.325.HIRE • Fax 661.635.2768

America's Job Center - Delano
707 Main Street, Suite #4
Delano, CA 93215
661.721.5800 • Fax 661.721.5850

America's Job Center - Ridgecrest
540 Perdew Avenue, Suite B2
Ridgecrest, CA 93555
760.384.5995 • Fax 760.446.0732

MONO COUNTY AJCC AFFILIATE SITES

1290 Tavern Road, Suite 229
Mammoth Lakes, CA 93546
760.924.1770 • Fax 760.924.5431

107384 Highway 395
Walker, CA 96107
530.495.1262 • Fax 530.495.1483

INYO COUNTY AJCC AFFILIATE SITE

1360 N. Main Street
Bishop, CA 93514
760.872.1394 • Fax 760.872.4950

www.americasjobcenterofkern.com



325-HIRE

1.800.203.2823 • TDD 661.635.2629



KERN COUNTY AJCC AFFILIATE & SPECIALIZED SITES

● indicates Specialized Site

● The Business Center
1129 Olive Drive, Suite C
Bakersfield, CA 93308
661.336.6650 • Fax 661.392.3611

● 5540 Lake Isabella Blvd., Ste. E-3
Lake Isabella, CA 93240
760.417.55123 • Fax 760.379.1542

● EPIC (Youth Center)
2211 7th Street
Bakersfield, CA 93301
661.336.6460 • Text 661.742.2812

● 2300 State Highway 58
Mojave, CA 93501
661.824.7800 • Fax 661.824.7801

● 1129 Olive Drive, Suite H
Bakersfield, CA 93308
661.336.6700 • Fax 661.393.8724

● 115 N. Central Valley Highway
Shafter, CA 93263
661.746.8400 • Fax 661.746.8402

● 8300 Segrue Road
Lamont, CA 93241
661.635.4029 • Fax 661.635.4002

● 119 N. 10th Street
Taft, CA 93268
661.763.0214 • Fax 661.763.0293

The AJCC & WIDA are an equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities.

EXHIBIT "B"
MOU with DHS

**MEMORANDUM OF UNDERSTANDING
FOR
JOB PLACEMENT SERVICES**
(Department of Human Services – Employers' Training Resource)

THIS MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into on 5/10/2021 ("Execution Date"), by and between the Department of Human Services ("DHS") and Employers' Training Resource ("ETR"), both departments of the County of Kern ("County"), a political subdivision of the State of California.

WHEREAS:

- a. Welfare and Institutions Code Section 11320 et. seq. requires each county to offer a range of services adequate to ensure that California Work Opportunity and Responsibility to Kids ("CalWORKs") participants have access to needed activities and services to assist them in seeking unsubsidized and subsidized employment; and
- b. DHS requires the provision of job placement activities for participants in the CalWORKs Program as more particularly described herein below; and
- c. ETR represents it is qualified, experienced and willing to provide such services pursuant to the terms and conditions set forth herein; and
- d. This partnership targets the federal Temporary Assistance for Needy Families ("TANF") goals to provide assistance to CalWORKs families and to end the dependence of needy parents by promoting job preparation, work and marriage.

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. TERM

This MOU shall be deemed effective as of July 1, 2021 and shall remain in effect until June 30, 2022 unless sooner terminated as provided for in this Agreement.

2. RESPONSIBILITIES OF ETR

ETR shall provide job placement services for up to 1,480 CalWORKs referrals by DHS. ETR staffing will be based on a target caseload size of 40 assigned participants per Program Specialist.

- A. ETR shall coordinate job referrals with the America's Job Center of California (AJCC) Job Development team.
- B. ETR shall provide supervised job search services to participants referred by DHS for up to four consecutive weeks. In addition to providing services to participants who job search on a full-time basis, ETR shall provide services to participants who, in conjunction with other welfare to work ("WTW") activities, will job search on a part-time basis. Job search services shall include the following:



- 1) ETR shall prepare participants' resumes and will e-mail copies of the resumes to the assigned DHS Social Services Worker ("SSW").
- 2) ETR shall register and train participants on the California Job Opening Browse System ("CalJOBS") website. ETR shall ensure that the participants access CalJOBS at a minimum, on a weekly basis in order to have their resumes maintained in the CalJOBS database.
- 3) ETR shall ensure that participants complete the minimum weekly employer contacts. One employer contact shall equal one hour of participation unless otherwise noted by the participants on their job search records.
- 4) ETR staff shall ensure that participants complete the required weekly hours Participation per the following:
 - a) 20 hours per week for participants in one-parent assistance units with a child under six.
 - b) 30 hours per week for participants in one-parent assistance units with a child six and over; and
 - c) 35 hours per week for participants in two-parent assistance units.
- 5) Upon receipt of a Job Placement Referral, ETR shall immediately contact the participant to schedule an intake appointment for the following Monday to begin job search placement. After the intake appointment ETR shall meet with the participant to review job search progress, make appropriate job referrals, and have the participant conduct a CalJOBS search at the time of contact.
- 6) ETR shall enter the case journal directly into C-IV following each contact with the participant. The case journal should be completed within one business day of contact and include the following:
 - a) Date ETR made contact with the participant
 - b) Attendance and progress of Job Search activities by the participant
 - c) Name of ETR staff member providing services to the participant
 - d) ETR shall enter daily participation hours on at least a weekly basis into the C-IV Activity Progress Detail Page.
 - e) ETR shall e-mail the assigned ("SSW") their participants' job search record on a weekly basis so that the verification can be imaged into C-IV.



- 7) ETR shall notify the DHS (“SSW”) by phone, e-mail, or written documentation other than C-IV, within one business day when participants are terminated from the Job Services activity. Terminations include participants entering employment or those receiving services for four consecutive weeks without obtaining employment.
- C. ETR shall monitor all participants’ work activities to ensure they meet the minimum participation hours as stated on the CalWORKs Referral form, as presented in Exhibit “A”.
- D. ETR shall coordinate participants’ supportive service needs with the DHS SSW that referred the participant.
- E. ETR shall coordinate with DHS to effectively resolve non-participation or non-compliance issues within two business days of the date of discovery. ETR shall, at a minimum, initiate one contact with the participant may include telephone calls and/or home calls (at the discretion of ETR). If a participant is re-referred back to ETR within thirty days of their original referral date due to non-compliance, this will not constitute a new referral and will not be included as part of the total number of job placement referrals to be provided under this MOU.

If attempts to resume participation are not successful, the participant shall be referred back to the SSW as non-compliant. ETR shall document the non-compliance situation in the C-IV journal, including a list of the attempts to contact the participant, and a brief summary of telephone calls/e-mail conversations with the assigned DHS SSW within three working days.

- F. ETR shall ensure that no less than 35% of all CalWORKs participants who receive job placement services from ETR for up to four consecutive weeks obtain paid employment. This percentage is based on the formula of completions divided by the number of obtained employments reported. For this purpose, total completions include participants entering subsidized or unsubsidized employment and those participants who are returned without employment. Obtained employment may be reported up to 90 days following the month of completion of ETR services.
- G. ETR shall allocate sufficient Program Support Supervisor and Program Technician/Specialist staff to each office served. ETR will communicate with each DHS District Supervisor to arrange an ETR/DHS panel to interview potential Program Specialist staff. ETR will assign a Program Specialist “Floater” to fill in for District offices to ensure resource room coverage when the normally assigned staff member is absent. Staffing for each office will be based on the number of referrals received from DHS for each office. The target size of each caseload will be 40.
- H. ETR shall staff the Resource Rooms in the Taft, Mojave, Lamont, and Shafter Offices.

3. ETR’S REPORTING RESPONSIBILITIES



ETR shall provide an Employers' Training Resource Job Placement Services Monthly Participant Report in an Excel database format, as presented in **Exhibit "B"**, of CalWORKs participants receiving services during the report month. The report shall include the following information about each participant:

- 1) Participant's name;
- 2) Participant's case number;
- 3) Date DHS referred participant to ETR;
- 4) DHS Social Services Worker (Case Manager);
- 5) ETR Program Technician/Specialist or Job Developer;
- 6) Date hired;
- 7) Employer's name;
- 8) Hourly pay rate or monthly salary rate;
- 9) Medical benefits (yes or no);
- 10) Subsidized employment (yes or no);
- 11) Hours of work per week; and
- 12) Date returned to DHS for non-compliance.

ETR shall maintain on file the participant's Job Search Record as presented in **Exhibit "D"**. These logs shall be completed by the job seeker and indicate the hours of participation completed each week. ETR will e-mail the log to the assigned SSW on a weekly basis so that the document can be imaged into C-IV.

4. RESPONSIBILITIES OF DHS

- A. The DHS SSWs in Bakersfield and the District offices shall refer CalWORKs participants for job placement activities by completing the referral form, **Exhibit "A"**, and emailing it to the assigned ETR staff.
- B. DHS shall provide space for one ETR employee assigned to work on this MOU in the following DHS District Offices: Lamont, Mojave, Taft, Ridgecrest, Delano and Shafter. ETR must obtain prior approval of DHS for any changes in staff or requests to alter facility space.

5. COMPENSATION

DHS shall reimburse ETR for all necessary and reasonable costs incurred on behalf of DHS as set forth in **Exhibit "E"**, in an amount not to exceed \$1,421,344. No additional compensation will be paid for secretarial, clerical support staff or overhead costs. No funds



paid to ETR through this MOU shall be utilized to compensate employees of ETR for overtime or compensatory time off, except to the extent that ETR is required pay for overtime or compensatory time off pursuant to the Fair Labor Standards Act of 1938, 29 USCS Section 201 et seq., or applicable State law. All compensation is subject to the availability of State and Federal funding.

6. REIMBURSEMENT POLICY AND BILLING REQUIREMENTS

ETR shall submit monthly to DHS an invoice for reimbursement of allowable expenditures incurred in the performance of this MOU. Costs claimed under this MOU are subject to the following federal publications from the Office of Management and Budget (“OMB”) (current publications are available online and can be found at www.whitehouse.gov/omb/circulars/):

- Uniform Guidance: 2 CFR 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements

A. ETR shall adjust from its billings to DHS all charges not fully reimbursable under the applicable cost principle and this MOU. ETR accepts fiscal responsibility for any future audit findings resulting from ETR’s billings under this MOU. ETR shall refund DHS for all costs related to this MOU which are disallowed by California Department of Social Services (“CDSS”) as a result of audit findings or insufficient funds available from the State.

ETR shall comply with all audit exceptions by appropriate federal, State and COUNTY audit agencies as prescribed by the auditing agency, and provide all required audit documentation to DHS pertaining to the services required by this MOU.

B. Invoices shall be sent to DHS’ Accounts Payable Unit for processing by the 25th calendar day of the month following the month in which services were rendered. Invoices shall be addressed as follows:

Kern County Department of Human Services
Attn: Accounts Payable Unit
P.O. Box 511
Bakersfield, CA 93302

C. Payment will be made to ETR within 30 days of receipt and approval of each complete invoice by DHS. A complete invoice will include request for reimbursement of allowable expenditures with all required documentation, and the receipt of the ETR Job Placement Services Monthly Participant Report, **Exhibit “B”**, and Monthly Summary Report, **Exhibit “C”**, by the DHS Program Liaison assigned to this program. If the invoice is not complete, the 30 day period will start upon receipt of the complete invoice.

E. Documentation to substantiate charges shall be provided for each invoice and shall be arranged in the same order as the MOU budget categories, detailing the charges for each category. A subtotal for each category shall correlate with the figures on the invoice. Documentation for monitoring shall include, but not limited to, the following items:



- 1) A simplified worksheet that explains how salary changes on invoices were calculated and list employees by name, position, location and amount charged as set forth in **Exhibit "F"**, which is attached hereto and incorporated herein by this reference.
 - 2) A list of charges for each subcategory: Office Supplies, Equipment Repairs, and Travel.
- F. Budget funds are restricted for use within the budget fiscal year. Administrative transfers of funds between budget line items accounts or the addition of budget line items cannot be approved without prior submission of a revised budget by ETR and prior written approval by DHS.
- G. Monthly claims for reimbursement of allowable expenditures shall be summarized from the Auditor-Controller –County Clerk’s Financial Management System using the budget unit and expenditure key to which expenditures were applied. Claims of ETR subcontractors under this agreement may require funds transfer by DHS to ETR to allow compensation or reimbursement of subcontractors by ETR. Subcontractor invoices requiring funds transfer shall be documented by attaching a copy of the subcontractor invoice to the monthly claim submitted by ETR to DHS. ETR shall provide to DHS information required to process journal voucher transfers for reimbursement of costs.
- H. DHS shall provide ETR with written confirmation of invoiced costs that are deducted from payment due to non-compliance with the OMB circulars hereinabove mentioned and/or the MOU budget categories. ETR shall have 30 days to respond in writing to letters regarding the questioned costs.
- I. DHS reserves the right to withhold payment if ETR falls behind schedule or submits substandard work.
- J. Final invoices must be received by DHS no later than 60 days following termination of this MOU.

7. REPRESENTATIONS

DHS and ETR make the following representations, which are agreed to be material to and form a part of the inducement for this MOU:

- A. ETR agrees that its subcontractors shall be held to the same standards, requirements and expectations as stated in this MOU; and
- B. ETR has the expertise and support staff necessary to provide the services described in this MOU; and
- C. ETR shall diligently provide all required services in a timely and professional manner in accordance with the terms and conditions stated in this MOU.



8. EVALUATION

Services to be provided by ETR shall be evaluated by DHS on a continuing basis. Evaluation may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. Any deficiencies noted during an evaluation shall be stated and placed in detailed written form, with a copy submitted to ETR. ETR shall respond in writing to the deficiencies statement within 20 days from the date of receipt. A plan to remedy these deficiencies, where applicable, shall be implemented within 60 days from the date of the deficiencies statement. Failure to remedy the stated deficiencies may result in termination of the MOU by DHS.

Deficiencies that may be subject to non-payment of future invoices by DHS shall include:

- A. Failure to notify DHS and receive prior written approval for any changes to Program delivery within 15 days of change for:
 - 1) Change in assigned program staff.
 - 2) Change in program or service hours and days.
 - 3) Change in program or service locations and access for participants.
- B. Failure to request, in writing, and receive written pre-approval from DHS for changes to, or the addition of line items in, the approved budget.
- C. Failure to provide written assurance of required civil rights training as detailed in **Paragraph 21**, below.

9. CONTRACT DISPUTE

Should a dispute arise between ETR and DHS relating to performance under this MOU, ETR will, prior to exercising any other remedy which may be available, provide DHS with written notice of the particulars of the dispute within 30 calendar days of the dispute. DHS will meet with ETR, review the factors in the dispute, and recommend a means of resolving the dispute before a written response is given to ETR. DHS will provide a written response to ETR within 30 days of receipt of ETR's written notice.

10. TERMINATION

Either party may terminate this MOU, with or without cause, upon 30 days prior written notice to the other party. In the event of termination of this MOU for any reason, DHS shall have no further obligation to pay for any services rendered or expenses incurred by ETR after the effective date of the termination, and ETR shall be entitled to receive compensation for services satisfactorily rendered, calculated on a prorated basis up to the effective date of termination.

11. NON-APPROPRIATION



DHS reserves the right to terminate this MOU in the event insufficient funds are appropriated or budgeted for this MOU in any fiscal year. Upon such termination, DHS will be released from any further financial obligation to ETR, except for services performed prior to the date of termination or any liability due to any default existing at the time this clause is exercised. ETR will be given 30 days written notice in the event that such an action is required by DHS.

12. NOTICES

Notices to be given by one party to the other under this MOU shall be given in writing by personal delivery, by certified mail, return receipt requested, or express delivery service at the addresses specified below. Notices delivered personally shall be deemed received upon receipt; mailed or expressed notices shall be deemed received four days after deposit. A party may change the address to which notice is to be given by giving notice as provided above.

Notice to DHS shall be addressed as follows:

Director
Kern County Department of Human Services
P.O. Box 511
Bakersfield, CA 93302

Notice to ETR shall be addressed as follows:

Assistant County Administrative Officer
Employers' Training Resource
1600 East Belle Terrace
Bakersfield, CA 93307

Nothing in this MOU shall be construed to prevent or render ineffective delivery of notices required or permitted under this MOU by personal service.

13. OWNERSHIP OF DOCUMENTS

All reports, documents and other items generated or gathered in the course of providing services to DHS under this MOU are and shall remain the property of DHS, and shall be returned to DHS upon full completion of all services by ETR or termination of this MOU, whichever first occurs.

14. SOLE AGREEMENT

This document, including all attachments hereto, contains the entire agreement between the parties relating to the services, rights, obligations and covenants contained herein and assumed by the parties respectively. No inducements, representations or promises have been made, other than those recited in this MOU. No oral promise, modification, change or inducement shall be effective or given any force or effect.

15. MODIFICATION OF MOU



This MOU may be modified in writing only, signed by the parties in interest at the time of the modification.

16. CONFIDENTIALITY

No party to this MOU shall, without the written consent of the other party, communicate confidential information, designated in writing or identified in this MOU as such, to any third party and shall protect such information from inadvertent disclosure to any third party in the same manner that they protect their own confidential information, unless such disclosure is required in response to a validly issued subpoena or other process of law. Upon completion of this MOU, the provisions of this paragraph shall continue to survive.

- A. During the term of this Agreement, Parties may receive or create certain confidential Personal Identifiable Information ("PII"). This PII is subject to protection under State and federal law, including the Information Practices Act of 1997 (Cal. Civ. Code §§ 1798 et seq.), and other applicable laws. The Parties represent that the Parties have in place policies and procedures that will adequately safeguard any PII the Parties receive or create, and the Parties specifically agree, on behalf of themselves, the Parties' subcontractors and agents, to safeguard and protect the confidentiality of PII consistent with applicable law, including currently effective provisions of the Information Practices Act of 1997.
- B. For purposes of this section, PII means any information about an individual maintained by an agency, including (1) any information that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information whether oral or recorded in any form or medium.
- C. The Parties acknowledge that State and federal laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Agreement may be required to provide for procedures to ensure compliance with such developments. The Parties hereto specifically agree to take such action as is necessary to implement the requirements and other applicable laws relating to the security or confidentiality of PII. The Parties understand and agree that the Parties must provide, when requested, written evidence that the Parties are in compliance with applicable Regulations.
- D. Notwithstanding any other provision of this Agreement, the Parties may terminate this Agreement upon twenty (20) days' notice in the event: (a) the Parties do not promptly provide written evidence of compliance with the Information Practices Act of 1997, or (b) the Parties become aware that the Parties or any of the Parties' subcontractors or agents discloses PII in a manner that is not authorized by the Parties or by applicable law.

17. COMPLIANCE WITH LAW



ETR shall observe and comply with all applicable COUNTY, State and federal laws, ordinances, rules and regulations now in effect or hereafter enacted, each of which are hereby made a part hereof and incorporated herein by reference.

18. CAPTIONS AND INTERPRETATION

Paragraph headings in this MOU are used solely for convenience, and shall be wholly disregarded in the construction of this MOU.

No provision of this MOU shall be interpreted for or against a party because that party or its legal representative drafted such provision, and this MOU shall be construed as if jointly prepared by the parties.

19. TIME OF ESSENCE

Time is hereby expressly declared to be of the essence of this MOU and of each and every provision hereof, and each such provision is hereby made and declared to be a material, necessary and essential part of this MOU.

20. COUNTERPARTS

This MOU may be executed simultaneously in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

21. NONDISCRIMINATION

Neither ETR, nor any officer, agent, employee, servant or subcontractor of ETR, shall discriminate in the treatment or employment of any individual or groups of individuals on the grounds of age, sex, color, disability, national origin, race, marital status, sexual orientation, religion, political affiliation, or any other classification protected by law, either directly, indirectly or through contractual or other arrangements as described in CDSS Manual of Policies and Procedures ("MPP"), Chapter 21. ETR will further adhere to all mandated requirements as described in the CDSS MPP, Chapter 21 which can be found at <http://www.dss.cahwnet.gov/getinfo/pdf/3cfcman.pdf>.

ETR understands and acknowledges that its assurance is given in consideration of and for the purpose of receiving compensation for service as provided in this MOU, which compensation is funded through federal and State assistance. In the event DHS is subject to any fiscal sanction or other legal remedies as a result of ETR's failure to comply with the requirements of this section, ETR shall indemnify and hold harmless DHS from any such fiscal sanction or other legal remedy imposed against DHS as provided in the indemnification provisions of this MOU. ETR shall participate in and pay DHS's costs incurred in DHS's defense in any judicial or administrative hearing or process to determine where a violation of this section has occurred.

22. AUDIT, INSPECTION, AND RETENTION OF RECORDS



ETR agrees to maintain and make available to DHS accurate books and records relative to all its activities under this MOU. ETR shall comply with all applicable OMB requirements related to the respective funding utilized in the payment of services specified in this MOU. ETR shall permit DHS to audit, examine and make excerpts and transcripts from such records, and to conduct audits of all invoices, materials, records of personnel or other data related to all other matters covered by this MOU. Audits may be accomplished by written or verbal communication and/or by site visits to view fiscal and/or program processes and information. ETR shall maintain such data and records in an accessible location and condition for a period of not less than three years from the date of final payment under this MOU, or until after the conclusion of any fiscal audit, whichever occurs last. The State of California and/or any federal agency having an interest in the subject of this MOU shall have the same rights conferred upon DHS herein.

23. NON-COLLUSION COVENANT

ETR represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this MOU with DHS. ETR has received from DHS no incentive or special payments or considerations related to the provision of services under this MOU.

24. NO THIRD PARTY BENEFICIARIES

It is expressly understood and agreed that the enforcement of these terms and conditions and all rights of action relating to such enforcement shall be strictly reserved to DHS. Nothing contained in this MOU shall give or allow any claim or right of action whatsoever by any other third person. It is the express intention of DHS that any such person or entity, other than DHS, receiving services or benefits under this MOU shall be deemed an incidental beneficiary only.

25. SIGNATURE AUTHORITY

Each party represents that they have full power and authority to enter into and perform this MOU, and the person signing this MOU on behalf of each party has been properly authorized and empowered to enter into this MOU.

26. EXHIBITS

Each Exhibit attached to this Agreement is incorporated into this Agreement by reference.

[Remainder of this page is intentionally left blank.]



The Parties have executed this Agreement on the Execution Date.

Dated: 5/10/2021

Kern County Department of Human Services

By ^{DocuSigned by:} Dena Murphy
Dena Murphy, Director
"DHS"

Dated: 5/4/2021

Employers' Training Resource

By ^{DocuSigned by:} Teresa Hitchcock
Teresa Hitchcock,
Assistant County Administrative Officer
"ETR"

APPROVED AS TO FORM:
Office of the County Counsel

Dated: 5/10/2021

By ^{DocuSigned by:} Bryan Walters
Bryan Walters, Deputy County Counsel
For Department of Human Services

Dated: 5/7/2021

By ^{DocuSigned by:} Gurujodha Khalsa
Gurujodha Khalsa, Chief Deputy County Counsel
For Employers' Training Resource





Exhibit "A"
**CalWORKs REFERRAL
Job Placement Services
And
Paid Work Experience Program**



A IDENTIFYING INFORMATION		
Appointment (complete for Job Placement Services only):		
Date of Appointment:	Time: <input type="checkbox"/> 10:00a.m. Monday <input type="checkbox"/> 2:00 p.m. Monday	
Name:	SSN: - -	Case Number:
Address:		
Phone: () -	(Telephone # is MANDATORY)	
B JOB PLACEMENT SERVICES ONLY		
<p>Note: Use TAB key to move through form; Space Bar to mark box(es). DHS SSWs in Bakersfield send completed form to Jessica Solano via GroupWise. DHS SSWs in District Career Services Centers send completed form to the on-site ETR Program Specialist via GroupWise.</p> <p>Number of hours per week assigned to Job Search Activity::</p> <p>Is participant on a Compliance Plan or a Curing Plan? Yes <input type="checkbox"/> No <input type="checkbox"/></p> <p>Employed? Yes <input type="checkbox"/> No <input type="checkbox"/> Hours per week: Name of Employer:</p> <p>Comments: (maximum five rows of typing)</p> <p>Supporting documents (FACTS and Work History form) can be given to the ETR Program Specialist before the appointment date.</p>		
C SUBSIDIZED/PAID WORK EXPERIENCE SITE		
<p>Note: Use TAB key to move through form; Space Bar to mark box(es). Send completed form to: Linda Asbridge via GroupWise.</p> <p><input type="checkbox"/> Assign to subsidized work experience site for _____ hours per week</p> <p>EPP Site Information:</p> <p>EPP Start Date: EPP</p> <p>Work Site:</p> <p>Job Title:</p> <p>Work Site Contact Name and Phone #:</p>		

SSW Name:

SSW Caseload:

Phone: () -

(Revised 07/20/2015)



Exhibit "B"

EMPLOYERS' TRAINING RESOURCE
JOB PLACEMENT SERVICES PROGRAM
MONTHLY PARTICIPANT REPORT
MONTH / YEAR

Last Name	First Name	Case #	Date DHS referred to ETR	DHS SSW (Case Manager)	ETR Program Specialist	Date Hired	Employer Name	Rate of Pay	Benefits Y / N	Hours Per Week	Date Returned to DHS for Non-compliance

EXHIBIT C

ETR CalWORKs JOB PLACEMENT SERVICES
MONTHLY ACTION SUMMARY REPORT

Category	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	FYTD
Planned Number of Enrollments	123	123	123	123	123	123	123	123	123	123	123	127	1480
Actual Number of Referrals Received	0	0	0	0	0	0	0	0	0	0	0	0	0
Actual Number of Clients Enrolled	0	0	0	0	0	0	0	0	0	0	0	0	0
Percent of Plan	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Number Returned as Non-Compliant within 4 Weeks of Initial Referral	0	0	0	0	0	0	0	0	0	0	0	0	0
Number Returned In-Compliance Without Employment within 4 Weeks of Initial Referral	0	0	0	0	0	0	0	0	0	0	0	0	0
Number Obtained Employment Thru ETR's Efforts within 4 Weeks	0	0	0	0	0	0	0	0	0	0	0	0	0
Total Participants Completing Activity	0	0	0	0	0	0	0	0	0	0	0	0	0
Planned Entered Employment Rate	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%	35%
Actual Entered Employment Rate													
Average Wage at Placement	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00
Average Number of Days in Activity Prior to Employment	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
Number returned at DHS request	0	0	0	0	0	0	0	0	0	0	0	0	0
Number of no-shows for initial appointment	0	0	0	0	0	0	0	0	0	0	0	0	0

Name: _____		Week from _____ to _____							
Total Weekly Hours Required _____		Your next appointment is on: _____ at _____ A.M./P.M.							
Total Weekly Hours Met _____		With Program Specialist: _____ Phone _____							
Date of Search	Company Name and Address	Contact Person / Phone Number	Job Title or Type of Work	How Did You Submit the Application or Resume?				ETR Use Only	
				In Person	On-Line	E-Mail	Fax or Mail	Verified	Hours
	Weekly Meeting with ETR Staff								
1									
2									
3									
4									
5									
6									
7									
8									
9									
10									
11									
12									
13									
14									
15			Page 1 of 2						

Job Search Record (Continued)

DocuSign Envelope ID: 806EAB1E-70B0-495F-B84A-A62BF9C8FCD2

0

Date of Search	Company Name and Address	Contact Person / Phone Number	Job Title or Type of Work	How Did You Submit the Application or Resume				ETR Use Only	
				In Person	On-Line	E-Mail	Fax or Mail		
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
29									
30									
31									
32									

Signature

Date

I certify by my signature that I completed this form and that it is an accurate and true record of my job search activities.



Exhibit "E"

EMPLOYERS' TRAINING RESOURCE CALWORKS JOB PLACEMENT SERVICES Fiscal Year: 2021-2022	
Line Item	Budget Amount
SALARIES/BENEFITS	\$1,209,344
ADMINISTRATION COSTS	\$65,000
OPERATIONAL COSTS	\$147,000
TOTAL PROGRAM COSTS	\$1,421,344



Exhibit "E"

EMPLOYERS' TRAINING RESOURCE CALWORKS JOB PLACEMENT SERVICES Fiscal Year: 2021-2022	
Line Items	Descriptive Narratives
SALARIES/BENEFITS	\$1,209,344
Program Staff:	Salaries/benefits are for CAO Manager and Program Coordinator who provide oversight for personnel and program activities; Program Specialist/Technician who assist clients with services, track and record client activities, and create reports for DHS; Office Services Assistant/Technician who provide clerical and general assistance with the program; and Job Developers who work with CalWORKs clients in Bakersfield and outlying offices. Benefits include payroll taxes, retirement, medical/dental/vision, Workers' Compensation, and others as authorized by the County of Kern.
CAO Manager	
Program Coordinator	
Program Specialist/Technician	
Office Services Assistant/Technician	
Job Developer	
ADMINISTRATION COSTS	\$65,000
Administration Staff:	Salaries/benefits for Administrative staff who provide personnel, contract and facilities management; monitoring; and accounting for the program.
Administrative Services Officer	
Office Services Coordinator	
Administrative Coordinator	
Sr. Workforce Development Analyst	
Departmental Analyst	
Accountant I/II/III	
Senior Information Systems Spec.	
Fiscal Support Supervisor	
Fiscal Support Technician	
Maintenance Worker	
OPERATIONAL COSTS	\$147,000
Facilities/Rent	Facilities/rent expenses are prorated amounts based on staff occupied square footage allocation methodology. Operating expenses include supplies, materials, services, mileage, etc., which are utilized during the administration and operation of the program.
Supplies	
Equipment Leases	
Repair and Maintenance	
Professional Services	
Phone/Telecommunications	
Utilities	
Travel	
TOTAL PROGRAM COSTS	\$1,421,344



Exhibit "F"

Sample Exhibit for Staffing Charges

Administrative/ Management Personnel		Monthly Salary	Location	FTE*	Charges to the Agreement		
Position	Name				Salary	Benefits	Costs to Agreement:
1					0		0
2					0		0
3					0		0
4					0		0
5					0		0
6					0		0
7					0		0
8					0		0
9					0		0
Total Administrative/Management Personnel							0

* Full time equivalent

Program Staff		Monthly Salary	Location	FTE*	Charges to the Agreement		
Position	Name				Salary	Benefits	Costs to Agreement:
1					0		0
2					0		0
3					0		0
4					0		0
5					0		0
6					0		0
7					0		0
8					0		0
9					0		0
10					0		0
Total Program Staff							0



EXHIBIT "C"
Referral Chart

AJCC PARTNER REFERRAL FLOW CHART

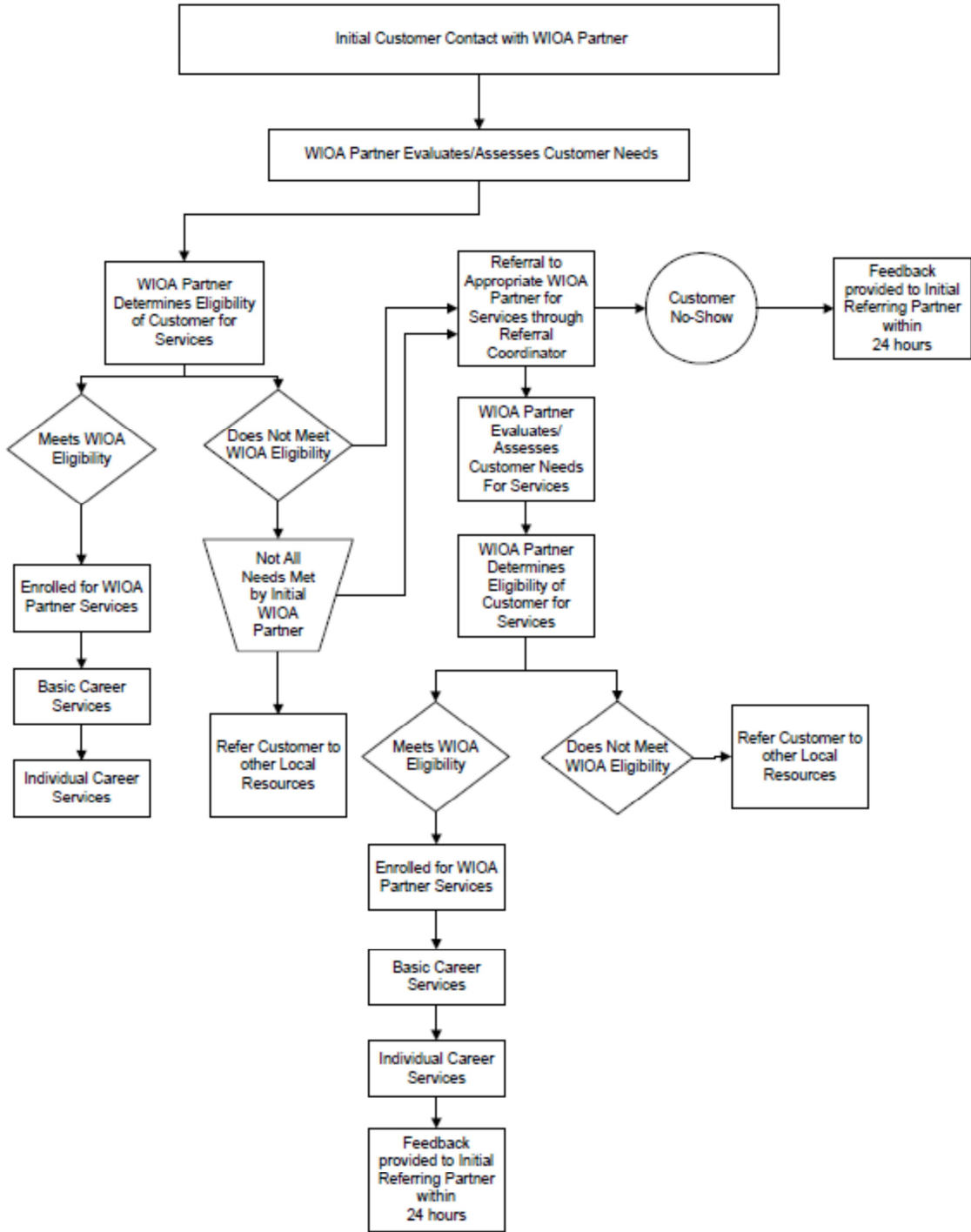


EXHIBIT "D"

SOUTHEAST AJCC 2021 - 2022							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
		Contributors					
Cost Categories	Total Cost	ETR	EDD	DHS	DOR	Value	Balance to Allocate
	Partner Share	72.16%	15.26%	6.96%	5.62%	1	=====
Rent	526,716	371,569	135,594	16,373	3,181	526,716	
Operational Costs Including Utilities/Maintenance*	554,042	273,749	84,972	11,997	1,539	554,042	181,786
Operational Costs not included in Lease/Ops Costs*	181,786	131,177	27,740	12,652	10,216	181,786	0
Equipment**	53,000	38,245	8,088	3,689	2,979	53,000	0
Marketing/Outreach Technology	147,799	106,652	22,554	10,287	8,306	147,799	0
Common Identifier****	7,787	5,619	1,188	542	438	7,787	0
Totals with Total Partner Allocations & Remaining Allocation Amt Per Month Costs	1,289,344	927,010	280,137	55,539	26,658	1,080,758	0
	107,445	77,251	23,345	4,628	2,222	90,063	0
Total Infrastructure to Be Allocated to Colocated Partners:						\$	1,289,344
AJCC Infrastructure Budget							
Southeast AJCC							
KIM's Network of Comprehensive AJCCs							
Cost Category/Line Item	Line Item Cost Detail				Cost		
RENT							
Rental of Facilities ETR	Paid directly to County by Agency				\$	371,5	Jamie Stevenson: ETR One-Stop - \$5,631.62
Rental of Facilities EDD	Paid directly to County by Agency				\$	135,5	ETR Admin - \$29,332.44
Rental of Facilities DHS	Paid directly to County by Agency				\$	16,3	
Rental of Facilities DOR-updated	Paid directly to County by Agency				\$	3,181	
Rental Cost Subtotals:					\$	526,716	
Utilities & Maintenance							
Ops for ETR	Paid directly to County by Agency				\$	273,749	
Ops for EDD	Paid directly to County by Agency				\$	84,972	
Ops for DHS	Paid directly to County by Agency				\$	11,997	
Ops for DOR-updated	Paid directly to County by Agency				\$	1,539	
Brighthouse High-Speed Internet	Based upon Price Agreement for SEAJCC				\$	1,406	
Telephone Infrastructure	Annualized Telecom Charges to SEAJCC				\$	30,000	
Security - guards	R Stanley current Price Agreement				\$	143,440	
Security - alarm monitoring	Tel-Tec current Price Agreement				\$	6,940	
Utilities & Maintenance Cost Subtotals:					\$	554,042	
Equipment							
Reception Equipment	PCs, Scanners, & other				\$	10,000	**Value
Assistive technology for individuals with disabilities	Navigator System				\$	5,500	**Value
Copiers	Annual Rental as needed for AJCC Shared Ops				\$	40,000	
Fax Machines	As needed for AJCC Shared Ops				\$	1,000	
AJCC Computers	Estimated Replacement Costs (\$80,000 x .75)				\$	60,000	**Value
Licensing for AJCC Computers	Office, A/V, SQL, etc (90 licenses)				\$	13,000	
Printers	As needed for AJCC Shared Ops				\$	4,000	**Value
Other:					\$	-	
(with "x" value of equipment is deleted in cost spread)					Value with New Equipment:	\$	133,500
					Value without New Equipment	\$	53,000
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)							
Common Costs for ALL AJCCs	Based on Location From All AJCC Costs				\$	147,799	
					Technology to Facilitate Access to the AJCC	\$	147,799
Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)							
Common Identifier Costs for SEAJCC	Based on Location From All AJCC Costs				\$	7,787	
					Common Identifier Subtotal:	\$	7,787
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS							
SEAJCC							
COST CATEGORY						TOTAL COST	
Subtotal: Rental Costs						\$	526,716
Subtotal: Utilities & Maintenance Costs						\$	554,042
Subtotal: Equipment Costs						\$	53,000
Subtotal: Technology to Facilitate Access Costs						\$	147,799
Subtotal: Common Identifier Costs						\$	7,787
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:						\$	1,289,344

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item for necessary for operations

** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers

*** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner).

**** Creating Signage, updating templates & materials, updating electronic resources

^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "E"

DELANO 2021 - 2022							
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole							
Cost Categories	Total Cost	Contributors				39 Capacity (14 Vacancies)	
		ETR (Proteus)	EDD	DHS*	DOR	Value	Balance to Allocate
		1	1	1	1	4	
Equal Share % excluding Rent	Equal Share	25%	25%	25%	25%		
Rent	36,973	22,883	11,500	-	2,590	-	0
Utilities/Maintenance	17,153	4,288	4,288	4,288	4,288	17,153	0
Equipment**	52,000	13,000	13,000	13,000	13,000	52,000	0
Marketing/Outreach Technology***	54,517	13,629	13,629	13,629	13,629	54,517	0
Common Identifier****	2,872	718	718	718	718	2,872	0
Totals with Total Partner Allocations & Remaining Allocation Amt	163,515	54,519	43,136	31,635	34,225	126,542	0
Monthly	13,626	4,543	3,595	2,636	2,852	10,545	
Total Infrastructure to Be Allocated to Colocated Partners:						\$	163,515

**AJCC Infrastructure Budget
Delano AJCC
KIM's Network of Comprehensive AJCCs**

Cost Category/Line Item	Line Item Cost Detail	Cost
RENT		
Rental of Facilities	Cecil Ave - Jul to Sep \$12,324.48 p/mo	\$ 36,973
Rental Cost Subtotals:		\$ 36,973
Utilities & Maintenance*****		
Electric	June 2021 thru September 2021	\$ 14,966
Brighthouse High-Speed Internet	June 2021 thru September 2021	\$ 612
Telephone (Landlines)	Estimated 40 lines @ \$12/month x 3 months	\$ 1,440
Fax Lines	Estimate Based on \$15/month/analog line for 3 lines--3 months	\$ 135
Facility Maint. Contract (Janitorial)	Included in rent	\$ -
Security (Monitoring)	Cecil Ave - Jul to Sep \$45 p/m0	\$ 135
Security Contract	Cecil Ave - Jul to Sep	\$ 26,189
Utilities & Maintenance Cost Subtotals:		\$ 17,153
Reception Equipment	PCs, Scanners, & other	\$ 2,000 **Value
Assistive technology for individuals	Navigator System	\$ 5,500 **Value
Copiers	Annual Rental Estimates for AJCC Shared Ops	\$ 7,000 x
Fax Machines	As needed for AJCC Shared Ops	\$ 500
AJCC Computers	Estimated Replacement Costs (40 @900.00 each)	\$ 36,000 **Value
Licensing for AJCC Computers	Office, A/V, SQL Etc	\$ 4,000
Printers	As needed for AJCC Shared Ops	\$ 4,000
Other:		
(with "x" value of equipment is deleted in cost spread) Value with New Equipment:		\$ 52,000
Value without New Equipment		\$ 15,500
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)		
Common Costs for ALL AJCCs	Based on Location From All AJCC Costs	\$ 54,517
Marketing/Outreach Subtotal:		\$ 54,517
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)(See COMMON AJCC COSTS for Details)		
Common Identifier Costs for Delano	Based on Location From All AJCC Costs	\$ 2,872
Updating Templates & Materials	Estimated Costs using in-house	In-house
Updating Electronic Resources	Estimated	In-house
Common Identifier Subtotal:		\$ 2,872

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS

DELANO	
COST CATEGORY	TOTAL COST
Subtotal: Rental Costs	\$ 36,973
Subtotal: Utilities & Maintenance Costs	\$ 17,153
Subtotal: Equipment Costs	\$ 15,500
Subtotal: Marketing Costs	\$ 54,517
Subtotal: Common Identifier Costs	\$ 2,872
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:	\$ 127,015

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

* Based upon DHS not having any staff in AJCC
 ** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs. Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers
 *** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.
 **** Creating Signage, updating templates & materials, updating electronic resources
 ***** Utilities went beyond 3 months due to services still needed and necessary for cleanup
 ^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "F"

RIDGECREST--540 Perdw 2021 - 2022						
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole						
Cost Categories	Total Cost	Contributors			Value	Balance to Allocate
		ETR (Note: Net Cost after Partner reimbursement)	DHS	DOR		
	Partner Share	39.66%	37.67%	22.67%	1	
Rent*	43,402	29,180	-	14,222	43,402	(14,222)
Utilities/Maintenance/Other Ops	30,401	20,267.36	-	10,134	30,401	0
Equipment	7,200	2,856	2,712	1,632	7,200	0 X
Marketing/Outreach Technology****	13,778	5,464	5,190	3,123	13,778	0
Common Identifier*****	726	288	273	165	726	0
Totals with Total Partner Allocations & Remaining Allocation Amt	95,506	58,055	8,176	29,276	95,506	0
Estimated Monthly Costs	7,959	4,838	681	2,440	7,959	
Total Infrastructure to Be Allocated to Colocated Partners:					\$	95,506

AJCC Infrastructure Budget		
Ridgecrest AJCC		
KIM's Network of Comprehensive AJCCs		
Cost Category/Line Item	Line Item Cost Detail	Cost
RENT		
Rental of Facilities ETR	\$3617 Monthly--Annualized	\$ 43,402
Reimbursement to ETR from DHS	\$1945.12 Monthly Annualized	\$ 23,341
Reimbursement to ETR from DOR	\$1185.18 Monthly Annualized	\$ 14,222
Other:		\$ -
Rental Cost Subtotals:		\$ 80,966
Utilities & Maintenance		
Gas & Electric, Water & Trash	*Included in rent consideration fee	\$ 8,907
Media Com High-Speed Internet	Based on current charges	\$ 6,715
Telephone (Landlines)	*Included in rent consideration fee	\$ -
Facility Maint. Contract (Janitorial)	*Included in rent consideration fee	\$ 13,891
Security (Monitoring)	Based on current charges	\$ 888
Security Contract	**No charges	\$ -
Utilities & Maintenance Cost Subtotals:		\$ 30,401
Equipment		
Reception Equipment	PCs, Scanners, & other	\$ 2,000 ***Value
Assistive technology for individuals	Navigator System	\$ 5,500 ***Value
Copiers	Annual Rental Estimates for AJCC Shared Ops	\$ 4,000
Fax Machines	As needed for AJCC Shared Ops	\$ 500
AJCC Computers	Estimated Replacement Costs	\$ 10,800 ***Value
Licensing for AJCC Computers	Office, A/V, SQL, etc	\$ 2,700
Printers	As needed for AJCC Shared Ops	\$ 2,250 ***Value
Other:		
Value with New Equipment:		\$ 27,750
(with "x" value of equipment is deleted in cost spread) Value without New Equipment		\$ 7,200
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)		
Common Costs for ALL AJCC	Based on Location From All AJCC Costs	\$ 13,778
Marketing/Outreach Subtotal:		\$ 13,778
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)		
Common Identifier Costs for	Based on Location From All AJCC Costs	\$ 726
Updating Electronic Resources	Estimated	In-house
Common Identifier Subtotal:		\$ 726

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
RIDGECREST	
COST CATEGORY	TOTAL COST
Subtotal: Rental Costs	\$ 80,966
Subtotal: Utilities & Maintenance Costs	\$ 30,401
Subtotal: Equipment Costs	\$ 7,200
Subtotal: Technology to Facilitate Access Costs	\$ 13,778
Subtotal: Common Identifier Costs	\$ 726
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:	\$ 133,070

These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, Colocated Partners located in the AJCC that are requested to pay for certain services, goods and/or equipment will first meet and confer within a reasonable time following such a request about said services, goods and/or equipment prior to its procurement. Colocated Partners will discuss and define the services, goods and/or equipment, and consider all factors and benefits to the partnership and agree to shared costs accordingly.

*DHS pays their rent share by JV on a monthly basis. DOR does not pay.

**Currently no services due to COVID but anticipate this will restart soon

*** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers

**** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.)

***** Creating Signage, updating templates & materials, updating electronic resources

^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "G"

SOUTHEAST AJCC

			Total Item Cost		
EQUIPMENT COSTS			\$ 56,345.59	\$ 161,017.53	Y if Leased
1st Floor Reception/Lobby					
2	PC for FOB	ETR	\$ 1,035.83	\$ 2,071.66	
2	Monitor for FOB	ETR	\$ 289.99	\$ 579.98	
1	FOB	ETR	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	ETR	\$ 1,035.83	\$ 2,071.66	
2	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98	
2	Reception Phones	ETR		\$ -	
1	TTY Phone	ETR	\$ 336.88	\$ 336.88	
1	Fax/Copier	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
Resource Room					
25	PCs	ETR	\$ 1,035.83	\$ 25,895.75	
1	Navigator PC	ETR	\$ 289.99	\$ 289.99	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56	Y
1	Printer	ETR	\$ 949.99	\$ 949.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
1	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00	
1	Navigator PC	ETR	\$ 1,035.83	\$ 1,035.83	
4	Client Job-Search Phones	ETR		\$ -	
1	Client Direct-Connect UI Phone	ETR		\$ -	
Classroom #1					
1	Panasonic Copier	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Large Wall-Mounted Monitor	ETR	\$ 615.60	\$ 615.60	
1	PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	
7	Client PCs	ETR	\$ 1,035.83	\$ 7,250.81	
7	Client Monitors	ETR	\$ 289.99	\$ 2,029.93	
2	HP Printers	ETR	\$ 949.99	\$ 1,899.98	
1	Large Wall-Mounted Vizio Monitor	ETR	\$ 615.60	\$ 615.60	
1	PC for Wall-Mounted Monitor	ETR	\$ 1,035.83	\$ 1,035.83	
Classroom #2					
4	Testing PCs	ETR	\$ 1,035.83	\$ 4,143.32	
4	Testing Monitors	ETR	\$ 289.99	\$ 1,159.96	
1	Small Printer	ETR	\$ 549.99	\$ 549.99	
1	EDD Large monitor	EDD		\$ -	
1	EDD DVD	EDD		\$ -	
1	EDD Speakers	EDD		\$ -	
1	EDD PC	EDD		\$ -	
1	Overhead Projector	EDD		\$ -	

Classroom #3					
20	Customer PCs Typing Tests/WK/WinSolutions	ETR	\$ 1,035.83	\$ 20,716.60	
20	Monitors	ETR	\$ 289.99	\$ 5,799.80	
1	Staff PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	FOB PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	FOB Monitor	ETR	\$ 289.99	\$ 289.99	
1	Sony DVD/VHS	ETR	\$ 79.47	\$ 79.47	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Magnavox TV	ETR		\$ -	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
Classroom #4					
20	Customer PCs	ETR	\$ 1,035.83	\$ 20,716.60	
20	Customer Monitors	ETR	289.99	\$ 5,799.80	
1	HPLaserJet 5475	ETR	949.99	\$ 949.99	
1	Sony DVD/VHS	ETR	79.46	\$ 79.46	
2	Phones	ETR		\$ -	
Upstairs West Wing Lobby Area					
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49	
Upstairs West Wing Office Area					
1	Wall-Mounted SMART TV	ETR	598.49	\$ 598.49	
Room #227					
1	Conference Phone	ETR		\$ -	
1	PC	ETR	1035.83	\$ 1,035.83	
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99	
1	Large-Wall Mounted Samsung Monitor	ETR	1513.72	\$ 1,513.72	
1	Speakers	ETR	22.99	\$ 22.99	
Large Conference Room					
1	PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Large Wall-Mounted Monitor	ETR	\$ 1,513.72	\$ 1,513.72	
1	VHS/DVD	ETR	79.46	\$ 79.46	
1	Speakerss	ETR	22.99	\$ 22.99	
1	Web-Cam for Video Conferencing	ETR	61.99	\$ 61.99	
2nd Floor East					
1	PC for Room Reservations				
1	Monitor for Room Reservations				

2nd Floor West Wing Lobby					
1	PC	ETR	\$ 1,035.83	\$ 1,035.83	
1	Monitor	ETR	289.99	\$ 289.99	
1	HP Printer	ETR	949.99	\$ 949.99	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	
1	Digital Sender	DHS			
1	HP Printer	DHS			
1	Digital Sender	ETR			
1	Refrigerator	ETR			
2nd Floor Copy Room West					
1	Copier/Scanner/Fax	EDD			
1	HP Printer	EDD			
1	Fax	EDD			
1	EDD Copier Scanner	EDD			
Phone Infrastructure for 1600 E. Belle Terrace					
	BroadBand Equipment (included w/Brighthouse Costs)	Brighthouse	\$ -	\$ -	
6	Phone Switches	ETR	\$ 2,779.37	\$ 16,676.22	
1	DHCP Firewall		\$ 199.00	\$ 199.00	

EXHIBIT "H"

DELANO				Total Item Cost	
EQUIPMENT COSTS			\$ 36,621.09	\$ 79,512.41	Y if Leased
Reception/Lobby					
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	ETR	\$ 1,305.83	\$ 2,611.66	
2	Monitors for AJCC Reception	ETR	\$ 289.99	\$ 579.98	
1	EDD Copier (Per Staff Breaks down & doesn't work)	EDD		\$ -	
1	DHS Copier (Per Staff Busy & used only by DHS)	DHS		\$ -	
3	DHS PCs (Used by DHS for DHS)	DHS		\$ -	
3	DHS Monitors (Used by DHS for DHS)	DHS		\$ -	
1	Large Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -	
1	PC for Wall Mounted Monitor (Used by DHS for DHS)	DHS		\$ -	
Resource Room					
15	PCs	ETR	\$ 1,305.83	\$ 19,587.45	
15	Monitors	ETR	\$ 289.99	\$ 4,349.85	
1	PC For FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	Navigator PC	ETR	\$ 1,305.83	\$ 1,305.83	
1	Navigator Monitor	ETR	\$ 289.99	\$ 289.99	
1	Navigator Workstation Accessories	ETR	\$ 6,000.00	\$ 6,000.00	
1	Canon Copier/Fax/Scanner	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
5	Phones	ETR	\$ 350.00	\$ 1,750.00	
1	TTY	ETR	\$ 336.88	\$ 336.88	
1	Desktop Scanner	ETR	\$ 2,133.60	\$ 2,133.60	
Classroom					
12	PCs	ETR	\$ 1,305.83	\$ 15,669.96	
12	Monitors	ETR	\$ 289.99	\$ 3,479.88	
1	Staff PC	ETR	\$ 1,305.83	\$ 1,305.83	
1	Staff Monitor	ETR	\$ 289.99	\$ 289.99	
1	HP LaserPrint	ETR	\$ 949.99	\$ 949.99	
				\$ -	
Behind Reception					
1	Canon FAX (Per Staff used for Clients)	ETR	\$ 2,687.50	\$ 2,687.50	
1	HP Printer used by Reception Staff	ETR	\$ 949.99	\$ 949.99	
				\$ -	
Copy Room					
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Shredder	ETR		\$ -	
1	Panasonic Copier (Estimated Annual Cost)	ETR	\$ 1,096.56	\$ 1,096.56	N
1	Bizhub Copier (Annual Lease--Not counting Click Charges)	ETR	\$ 3,289.56	\$ 3,289.56	Y
	Plus Click Charges (.012 BW & .068 Color)	ETR		\$ -	

Conference Room #1				
1	Large Wall Mounted Monitor	ETR		\$ -
1	PC	ETR		\$ -
Conference Romm #2				
1	Large Wall Mounted Monitor	ETR		
1	PC	ETR		
Hallway				
1	Fax Machine	EDD		\$ -
1	HP Printer	ETR	949.99	\$ 949.99
1	Industrial Shredder	ETR	1624.94	\$ 1,624.94
East Side Wall Area				
2	Printers (To be disposed of)	EDD		

EXHIBIT "I"

RIDGECREST--540 Perdew Avenue				Total Item Cost	
			\$ 3,730.56	\$ 12,877.62	Y if Leased
Reception/Lobby/Resource Room					
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
6	PCs Computer Lab	ETR	\$ 1,305.83	\$ 7,834.98	
6	Monitors for Computer Lab	ETR	\$ 289.99	\$ 1,739.94	
5	PCs Resource Room	ETR	\$ 2.00	\$ 10.00	
5	Monitors for Resource Room	ETR	\$ 289.99	\$ 1,449.95	
1	Copier	DHS	\$ -	\$ -	

EXHIBIT "J"

			SE AJC	Delano AJC	Ridgecrest AJC	Taft AJC	Lake Isabella AJC	Oildale AJC	Business Center	EPIC	Shafter AJCC	
			47%	17%	4%	2%	4%	13%	3.463%	9%	0%	
Marketing/Outreach Technology to Facilitate Access to the AJCC												
see attached itemized cost of equipment (note: these costs are maintenance & operational costs)												
Xerox Copier & Outreach Equipment Maintenance Costs	Large Color Production Copier (Average re: 25k/month)	\$ 17,000	7,941.53	2,929.30	740.30	423.19	677.10	2,144.15	588.79	1,555.64	0.00	
Large Color Sign Printer	Approximately \$1k (Annual Maintenance) (FY 21/22 - N/A)	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
B&W High Capacity Production Copier	Approximate 100k-150k copies annually (FY 21/22 - N/A)	\$ -	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	
Cost of creation and maintenance of a center Website (not specific to an individual program partner) that provides outreach to customers by providing information on AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual program partners.)	ITS Website Maintenance Charges at \$10,821.60/FY 2021-22 shared amongst 6 AJCC locations based on AJCC Traffic & then to be shared amongst partners	\$ 19,424	9,073.90	3,346.99	845.85	483.53	773.65	2,449.88	672.75	1,777.45	0.00	
IT Contracted WAN Support & Equipment Maintenance	ITS Charges for Phone Equipment and WAN Support Based on FY 2021-22	\$ 265,426	123,993.69	45,736.14	11,558.47	6,607.36	10,571.77	33,477.28	9,193.04	24,288.65	0.00	
Cost of maintenance of a center's IT-Infrastructure and operations that provides outreach to customers by providing IT support to AJCC services and/or provides direct service access to AJCC services (Does not include data systems or case management systems specific to individual program partners.)	ITS Infrastructure Maintenance Charges which support ETR IT staff 6 AJCC locations (SEAJCC, Delano, Ridgecrest, Lake Isabella, BTW Center, & Oildale) 10 PCs & Other Routers, Switches, Etc. & WinServer for DHCP (\$131.30)Phones (Does not include Equipment Costs, only estimates as to connectivity and operations)	\$ 2,398	1,120.22	413.20	104	59.69	95.51	302.45	83.05	219.44	0.00	
Licensing for AJCC computers:	ACT, LanSchool, Nuance Pragon, Rosetta Stone, Win Learning, Zoom Text	\$ 12,136	5,669.32	2,091.18	528.48	302.11	483.37	1,530.67	420.33	1,110.54	0.00	
Technology to Facilitate Access to the AJCC			\$ 316,384	147,799	54,517	13,778	7,876	12,601	39,904	10,958	28,952	-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)												
Creating New AJCC Signage--SEAJCC	Estimated Cost \$2500-\$3000 (AJCC Window Graphic & Pylon sign change)	\$ -	-	-	-	-	-	-	-	-	-	
Creating New AJCC Signage--Ridgecrest	Estimated Cost \$1500-\$2000 (AJCC Window Graphic & Pylon sign change)	\$ -	-	-	-	-	-	-	-	-	-	
Creating New AJCC Signage--Delano	Estimated Cost \$2000-\$2500 (AJCC Window Graphic & Pylon sign change)	\$ -	-	-	-	-	-	-	-	-	-	
Olive Drive Signage	Only ETR Costs due to no colocated partners	\$ 7,931						7,931				
Outreach PC- & Monitor	90% of --4 PCs & Monitors (\$1287.61+219.05)	\$ 5,424	2,534	935	236	135.02	216.03	684.11	187.86	496.34	0.00	
Outreach Software	90% of Activity is used for AJCC Annual Cost Corel (5x\$250), Adobe (5x\$674), Graphics (\$3600), Constant Contact (\$500) PLUS Annual Cost of PC WindowsOS/MS Suite/Office365/AV for 5(505)	\$ 11,245	5,253	1,938	490	279.93	447.88	1,418.29	389.47	1,029.01	0.00	
Common Identifier Subtotal:			\$ 16,669	7,787	2,872	726	415	664	10,033	577	1,525	-
These infrastructure costs reflected herein are estimated and serves as a placeholder until such time when supporting documentation is provided to the colocated partners to confirm the infrastructure cost allocations. In addition, the colocated partners agree to pay their share of the infrastructure costs after such expenses have been incurred.												
			SE AJC	Delano AJC	Ridgecrest AJC	Taft AJC	Lake Isabella AJC	Oildale AJC	Business Center	EPIC	Shafter AJCC	

EXHIBIT "K"

OILDALE--Olive Drive				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	127,119	127,119	127,119	0
Utilities/Maintenance Other Ops *	118,293	118,293	118,293	0
Equipment**	11,600	11,600	11,600	0 X
Access Technology***	27,712	27,712	27,712	0
Common Identifier****	13,832	13,832	13,832	0
Totals with Total Partner Allocations & Remaining Allocation Amt	298,556	298,556	298,556	0
Estimated Monthly Costs	24,880	24,880	24,880	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 298,555.85				
AJCC Infrastructure Budget Oildale AJCC KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	\$10,593.26 Monthly--Annualized		\$	127,119
Other:			\$	-
Other:			\$	-
Rental Cost Subtotals:			\$	127,119
Utilities & Maintenance				
Utilities	Estimated		\$	38,000
High-Speed Internet	Based upon Brighthouse		\$	-
Telephone (Landlines)	Based upon Communication Charges for FY2016-17		\$	10,821
Facility Maint. Contract (Janitorial)	Based on current charges		\$	16,272
Security (Monitoring)	Based upon Tel-Tec's current Price Agreement		\$	1,200
Security Contract	Based upon Estimated Actual		\$	50,000
Other:	Based upon Property Management Fees		\$	2,000
Utilities & Maintenance Cost Subtotals:			\$	118,293
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	2,000 **Value
Assistive technology for individuals	Navigator System		\$	5,500 **Value
Copiers	Annual Rental Estimates for AJCC Ops		\$	8,000
Fax Machines	As needed for AJCC Shared Ops		\$	500
AJCC Computers	As needed for AJCC Shared Ops		\$	10,800 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	3,600
Printers	As needed for AJCC Shared Ops		\$	2,250 **Value
Other:				
Value with New Equipment:			\$	32,650
(with "x" value of equipment is deleted in cost spread) Value without New Equipment			\$	11,600
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	27,712
Marketing/Outreach Subtotal:			\$	27,712
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	13,832
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	13,832
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
OILDALE				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	127,119
Subtotal: Utilities & Maintenance Costs			\$	118,293
Subtotal: Equipment Costs			\$	11,600
Subtotal: Technology to Facilitate Access Costs			\$	27,712
Subtotal: Common Identifier Costs			\$	13,832
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	298,556

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "L"

Taft--119 North 10th Street				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	332	332	332	0
Utilities/Maintenance Other Ops *	987	987	987	0
Equipment**	4,288	4,288	4,288	0 X
Access Technology***	11,822	11,822	11,822	0
Common Identifier****	852	852	852	0
Totals with Total Partner Allocations & Remaining Allocation Amt	18,281	18,281	18,281	0
Estimated Monthly Costs	1,523	1,523	1,523	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 18,281.08				
AJCC Infrastructure Budget				
Taft AJCC				
KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650 rent expense allocation)		\$	332
Other:			\$	-
Rental Cost Subtotals:			\$	332
Utilities & Maintenance				
Utilities are all included in Rent	Included above		\$	-
Telephone (Landlines)	Based on FY 2016-17-Communication Charges		\$	710
Facility Maint. Contract (Janitorial)	Included above with misc charges to ETR		\$	277
Other:			\$	-
Utilities & Maintenance Cost Subtotals:			\$	987
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	1,050 **Value
Copiers	Annual Rental Estimates for AJCC Ops		\$	2,000
Fax Machines	As needed for AJCC Shared Ops		\$	500
AJCC Computers	As needed for AJCC Shared Ops		\$	1,800 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	288
Printers	As needed for AJCC Shared Ops		\$	500 **Value
Other:				
Value with New Equipment:			\$	6,138
(with "x" value of equipment is deleted in cost spread) Value without New Equipment			\$	4,288
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	11,822
Marketing/Outreach Subtotal:			\$	11,822
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	852
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	852
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
Taft				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	332
Subtotal: Utilities & Maintenance Costs			\$	987
Subtotal: Equipment Costs			\$	4,288
Subtotal: Technology to Facilitate Access Costs			\$	11,822
Subtotal: Common Identifier Costs			\$	852
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	18,281

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "M"

SHAFTER--115 Central Valley Highway				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	748		748	748
Utilities/Maintenance Other Ops *	875		875	875
Equipment**	5,214		5,214	5,214 X
Access Technology***	7,413		7,413	7,413
Common Identifier****	534		534	534
Totals with Total Partner Allocations & Remaining Allocation Amt	14,784		14,784	14,784
Estimated Monthly Costs	1,232		1,232	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 14,783.82				
AJCC Infrastructure Budget				
Shafter AJCC				
KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650 rent expense allocation)		\$	748
Other:			\$	-
Rental Cost Subtotals:			\$	748
Utilities & Maintenance				
Utilities	Included above		\$	-
Media Com High-Speed Internet	Included above		\$	-
Telephone (Landlines)	Based upon Communication Charges for FY2016-17		\$	875
Facility Maint. Contract (Janitorial)	Included in Rent		\$	-
Other:			\$	-
Utilities & Maintenance Cost Subtotals:			\$	875
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	2,000 **Value
Assistive technology for individuals	Navigator System		\$	5,500 **Value
Copiers	Estimated Rental as needed for AJCC Shared Ops		\$	2,000
Fax Machines	As needed for AJCC Shared Ops		\$	350
AJCC Computers	As needed for AJCC Shared Ops (6)		\$	5,400 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	864
Printers	As needed for AJCC Shared Ops		\$	1,000 **Value
Other:				
Value with New Equipment:			\$	17,114
(with "x" value of equipment is deleted in cost spread) Value without New Equipment			\$	5,214
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	7,413
Marketing/Outreach Subtotal:			\$	7,413
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	534
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	534
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
SHAFTER				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	748
Subtotal: Utilities & Maintenance Costs			\$	875
Subtotal: Equipment Costs			\$	5,214
Subtotal: Technology to Facilitate Access Costs			\$	7,413
Subtotal: Common Identifier Costs			\$	534
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	14,784

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "N"

LAKE ISABELLA--6405 Lake Isabella Blvd					
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole					
		Contributors			
Cost Categories	Total Cost	ETR	Value	Balance to Allocate	
Rent	7,135	7,135	7,135	0	
Utilities/Maintenance	16,644	16,644	16,644	0	
Other Ops *					
Equipment**	3,240	3,240	3,240	0	X
Access Technology***	7,223	7,223	7,223	0	
Common Identifier****	520	520	520	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	34,762	34,762	34,762	0	
Estimated Monthly Costs	2,897	2,897	2,897		
Total Infrastructure to Be Allocated to AJCC Ops: \$					34,761.81
AJCC Infrastructure Budget					
LAKE ISABELLA AJCC					
KIM's Network of Affiliate AJCCs					
Cost Category/Line Item	Line Item Cost Detail			Cost	
RENT					
Rental of Facilities	Based on FY 2016-17 (7650 & 7630 Charges)			\$	7,135
Other:				\$	-
Rental Cost Subtotals:				\$	7,135
Utilities & Maintenance					
Utilities	Based on FY 2016-17-Utility Charges			\$	4,846
Media Com High-Speed Internet	Based on FY 2016-17-Communication Charges			\$	3,100
Telephone (Landlines)	Based on FY 2016-17-Communication Charges			\$	2,474
Facility Maint. Contract (Janitorial)	Based on current charges			\$	4,224
Other:	Property Management Fees estimated			\$	2,000
Utilities & Maintenance Cost Subtotals:				\$	16,644
Equipment					
Reception Equipment	PCs, Scanners, & other			\$	1,050 **Value
Copiers	Annual Rental Estimates for AJCC Ops			\$	2,520
Fax Machines	As needed for AJCC Shared Ops			\$	500
AJCC Computers	As needed for AJCC Shared Ops			\$	3,600 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc			\$	720
Printers	As needed for AJCC Shared Ops			\$	500 **Value
Other:					
Value with New Equipment:				\$	8,890
(with "x" value of equipment is deleted in cost spread) Value without New Equipment				\$	3,240
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)					
Common Costs for ALL AJCC	Based on Location From All AJCC Costs			\$	7,223
Marketing/Outreach Subtotal:				\$	7,223
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)					
Common Identifier Costs for	Based on Location From All AJCC Costs			\$	520
Updating Electronic Resources	Estimated				In-house
Common Identifier Subtotal:				\$	520
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS					
LAKE ISABELLA					
COST CATEGORY				TOTAL COST	
Subtotal: Rental Costs				\$	7,135
Subtotal: Utilities & Maintenance Costs				\$	16,644
Subtotal: Equipment Costs				\$	3,240
Subtotal: Technology to Facilitate Access Costs				\$	7,223
Subtotal: Common Identifier Costs				\$	520
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:				\$	34,762

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "O"

LAMONT--8300 Segrue				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		Balance to Allocate
Cost Categories	Total Cost	ETR	Value	
Rent	1,902	1,902	1,902	0
Utilities/Maintenance Other Ops *	782	782	782	0
Equipment**	4,932	4,932	4,932	0 X
Access Technology***	-	-	-	0
Common Identifier****	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	7,616	7,616	7,616	0
Estimated Monthly Costs	635	635	635	
Total Infrastructure to Be Allocated to AJCC Ops: \$ 7,616.00				
AJCC Infrastructure Budget Lamont AJCC KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650, 6970 & 6973 rent expense allocation)		\$	1,902
Other:			\$	-
Rental Cost Subtotals:			\$	1,902
Utilities & Maintenance				
Utilities	Included above		\$	-
Media Com High-Speed Internet	Included above		\$	-
Telephone (Landlines)	Based on FY 2016-17-Communication Charges		\$	782
Facility Maint. Contract (Janitorial)	Included above		\$	-
Security	Included above		\$	-
Other:			\$	-
Utilities & Maintenance Cost Subtotals:			\$	782
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	2,000 **Value
Copiers	Annual Rental Estimates for AJCC Ops		\$	2,000
Fax Machines	As needed for AJCC Shared Ops		\$	500
AJCC Computers	As needed for AJCC Shared Ops		\$	2,700 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	432
Printers	As needed for AJCC Shared Ops		\$	950 **Value
Other:				
Value with New Equipment:			\$	8,582
(with "x" value of equipment is deleted in cost spread) Value without New Equipment			\$	4,932
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs			
Marketing/Outreach Subtotal:			\$	-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs			
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	-
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
LAMONT				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	1,902
Subtotal: Utilities & Maintenance Costs			\$	782
Subtotal: Equipment Costs			\$	4,932
Subtotal: Technology to Facilitate Access Costs			\$	-
Subtotal: Common Identifier Costs			\$	-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	7,616

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "P"

MOJAVE--2300 Highway 58				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	1,389	1,389	1,389	0
Utilities/Maintenance Other Ops *	1,551	1,551	1,551	0
Equipment**	5,872	5,872	5,872	0 X
Access Technology***	-	-	-	0
Common Identifier****	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	8,812	8,812	8,812	0
Estimated Monthly Costs	734	734	734	
Total Infrastructure to Be Allocated to Colocated Partners:				\$ 8,812.00
AJCC Infrastructure Budget				
Mojave AJCC				
KIM's Network of Affiliate AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	No Charge (Expenses shown are from FY 2016-17 7650,6970,6973,7001 expense allocation)		\$	1,389
Other:			\$	-
Rental Cost Subtotals:			\$	1,389
Utilities & Maintenance				
Utilities	Included above		\$	-
Media Com High-Speed Internet	Included above		\$	-
Telephone (Landlines)	Based on FY 2016-17-Communication Charges		\$	1,551
Facility Maint. Contract (Janitorial)	Included above		\$	-
Security	Included above		\$	-
Other:			\$	-
Utilities & Maintenance Cost Subtotals:			\$	1,551
Equipment				
Reception Equipment	PCs, Scanners, & other		\$	2,000 **Value
Assistive technology for individuals	Navigator System		\$	5,500 **Value
Copiers	As needed for AJCC Shared Ops		\$	2,000
Fax Machines	As needed for AJCC Shared Ops		\$	500
AJCC Computers	As needed for AJCC Shared Ops		\$	11,700 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	1,872
Printers	As needed for AJCC Shared Ops		\$	2,250 **Value
Other:				
Value with New Equipment:			\$	25,822
(with "x" value of equipment is deleted in cost spread) Value without New Equipment			\$	5,872
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs			
Marketing/Outreach Subtotal:			\$	-
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs			
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	-
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
MOJAVE				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	1,389
Subtotal: Utilities & Maintenance Costs			\$	1,551
Subtotal: Equipment Costs			\$	5,872
Subtotal: Technology to Facilitate Access Costs			\$	-
Subtotal: Common Identifier Costs			\$	-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	8,812

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "Q"

MONO COUNTY						
WALKER						
		Contributors				
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate	
Rent	9,380	4,690	4,690	9,380	0	
Utilities/Maintenance Other Ops	5,124	2,562	2,562	5,124	0	
Equipment	3,173	3,173	-	3,173	0	X
Access Technology	-	-	-	-	0	
Common Identifier	3,000	3,000	-	3,000	0	
Totals with Total Partner Allocations & Remaining Allocation Amt	20,677	13,425	7,252	20,677	0	
Estimated Monthly Costs	1,723	1,119	604	1,723		
Total Infrastructure to Be Allocated to Colocated Partners: \$ 20,677.00						

**AJCC Infrastructure Budget
Walker AJCC
KIM's Network of Affiliate AJCCs**

Cost Category/Line Item	Line Item Cost Detail	Cost	
RENT			
Rental of Facilities	Annual Rent	\$ 8,340	
Storage Facility	Annual Rental Cost	\$ 1,040	
Other:			
Rental Cost Subtotals:		\$ 9,380	\$ 9,380
Utilities & Maintenance			
Liberty Utilities	50% Split with DHS	\$ 1,820	
Amerigas	50% Split with DHS	\$ 638	
Telephone (Landlines)	50% Split with DHS	\$ 2,110	
PO Box	50% Split with DHS	\$ 116	
Alarm System	50% Split with DHS--Tyco Alarm Service	\$ 440	
Other:			
Utilities & Maintenance Cost Subtotals:		\$ 5,124	
Equipment			
Technology Equipment	PCs, Monitors, UPS	\$ 1,040	**Value
A/C Units	For Center Cooling	\$ 592	**Value
Copier Charges	For AJCC	\$ 3,173	
Fax Machines	For AJCC	\$ 743	
Other:	Resource Room Office Furnishings & Supplies	\$ 1,612	
Value with New Equipment:		\$ 7,160	
(with "x" value of equipment is deleted in cost spread) Value without New Equipment		\$ 3,173	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)			
No identifiable costs		\$ -	
		\$ -	
Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)			
Signage	Walker Signage	\$ 3,000	
Common Identifier Subtotal:		\$ 3,000	

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
Walker	
COST CATEGORY	TOTAL COST
Subtotal: Rental Costs	\$ 9,380
Subtotal: Utilities & Maintenance Costs	\$ 5,124
Subtotal: Equipment Costs	\$ 3,173
Subtotal: Technology to Facilitate Access Costs	\$ -
Subtotal: Common Identifier Costs	\$ 3,000
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:	\$ 20,677

^^^ AJCC Equipment is valued at Cost provided by Mono County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "R"

MONO COUNTY MAMMOTH LAKES					
		Contributors			
Cost Categories	Total Cost	ETR	DHS	Value	Balance to Allocate
Rent	248,880	12,444	236,436	248,880	0
Utilities/Maintenance Other Ops	-	-	-	-	0
Equipment	1,416	1,416	-	1,416	0 X
Access Technology	-	-	-	-	0
Common Identifier	-	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	250,296	13,860	236,436	250,296	0
Estimated Monthly Costs	20,858	1,155	19,703	20,858	
Total Infrastructure to Be Allocated to Colocated Partners: \$ 250,296.00					
AJCC Infrastructure Budget Mammoth AJCC KIM's Network of Affiliate AJCCs					
Cost Category/Line Item	Line Item Cost Detail			Cost	
RENT					
Rental of Facilities	5% of Annual Rent paid by DHS			\$	12,444
Other:					
Rental Cost Subtotals:				\$	12,444
Utilities & Maintenance					
Included in Rent Costs				\$	-
Other:					
Utilities & Maintenance Cost Subtotals:				\$	-
Equipment					
AJCC Furnishings	Resource Room Office Furnishings & Supplies			\$	1,416
AJCC Computers & Printers	Computers, Printers, UPS			\$	2,007 **Value
Other:					
Value with New Equipment:				\$	3,423
(with "x" value of equipment is deleted in cost spread) Value without New Equipment				\$	1,416
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)					
No identifiable costs				\$	-
				\$	-
Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)					
No identifiable costs				\$	-
Common Identifier Subtotal:				\$	-
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS					
Mammoth Lakes					
COST CATEGORY				TOTAL COST	
Subtotal: Rental Costs				\$	12,444
Subtotal: Utilities & Maintenance Costs				\$	-
Subtotal: Equipment Costs				\$	1,416
Subtotal: Technology to Facilitate Access Costs				\$	-
Subtotal: Common Identifier Costs				\$	-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:				\$	13,860

^^^ AJCC Equipment is valued at Cost provided by Mono County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "S"

INYO COUNTY						
1360 N. Main Street, Bishop						
		Contributors				
Cost Categories	Total Cost	WIOA	County Mental Health	Social Services	Value	Balance to Allocate
	Equal Share	1%	4%	95%	1	
Rent	65,020	650	2,601	61,769	65,020	0
Utilities/Maintenance Other Ops *	22,874	2,281	22	20,571	22,874	0
Equipment**	525	525	-	-	525	0 X
Access Technology***	-	-	-	-	-	0
Common Identifier****	-	-	-	-	-	0
Totals with Total Partner Allocations & Remaining Allocation Amt	88,419	3,456	2,623	82,340	88,419	0
Estimated Monthly Costs	7,368	288	219	6,862	7,368	
Total Infrastructure to Be Allocated to Colocated Partners: \$ 88,419.00						
AJCC Infrastructure Budget Inyo County/Independence AJCC KIM's Network of Affiliate AJCCs						
Cost Category/Line Item	Line Item Cost Detail			Cost		
RENT						
Rental of Facilities	Annual			\$	65,020	
Other:				\$	-	
Rental Cost Subtotals:				\$	65,020	
Utilities & Maintenance						
Utilities for Inyo	Costs supplied by Inyo County			\$	20,239	
General Operating & A87 Costs	Costs supplied by Inyo County			\$	2,075	
Alarm System	Costs supplied by Inyo County			\$	560	
Utilities & Maintenance Cost Subtotals:				\$	22,874	
Equipment						
Printer	Costs supplied by Inyo County			\$	1,000 **Value	
Furnishings	Costs supplied by Inyo County			\$	325	
AJCC Computers	Costs supplied by Inyo County			\$	4,000 **Value	
Card Scanner	Purchased by ETR			\$	200	
A-87 Other Costs for WIOA	Costs supplied by Inyo County					
Value with New Equipment:				\$	5,525	
(with "x" value of equipment is deleted in cost spread) Value without New Equipment				\$	525	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)						
No identifiable costs				\$	-	
2659.5				\$	-	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)						
No identifiable costs				\$	-	
Common Identifier Subtotal:				\$	-	
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS						
Bishop						
COST CATEGORY					TOTAL COST	
Subtotal: Rental Costs					\$	65,020
Subtotal: Utilities & Maintenance Costs					\$	22,874
Subtotal: Equipment Costs					\$	525
Subtotal: Technology to Facilitate Access Costs					\$	-
Subtotal: Common Identifier Costs					\$	-
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:					\$	88,419

*** AJCC Equipment is valued at Cost provided by Inyo County. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "T"

BUSINESS CENTER - 1129 Olive Drive, Suites C & D, Bakersfield				
Third-Party In-Kind Infrastructure Contributions to Support the AJCC As Whole				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	58,056	58,056	58,056	0
Utilities/Maintenance Other Ops *	105,440	105,440	105,440	0
Equipment**	6,700	6,700	6,700	0 X
Access Technology***	1,825	1,825	1,825	0
Common Identifier****	131	131	131	0
Totals with Total Partner Allocations & Remaining Allocation Amt	172,152	172,152	172,152	0
Estimated Monthly Costs	14,346	14,346	14,346	0
Total Infrastructure to Be Allocated to AJCC Ops: \$ 172,152.17				
AJCC Infrastructure Budget Business Center AJCC KIM's Network of Affiliate (Specialized) AJCCs				
Cost Category/Line Item	Line Item Cost Detail		Cost	
RENT				
Rental of Facilities	\$3,663+\$1,175 Monthly--Annualized		\$	58,056
Other:			\$	-
Rental Cost Subtotals:			\$	58,056
Utilities & Maintenance				
Utilities	Billed Monthly by Landlord		\$	22,000
Brighthouse	Communication Link		\$	11,000
Telephone (Landlines)	Based upon Communication Charges for FY2016-17		\$	8,957
Facility Maint. Contract (Janitorial)	Based on current charges		\$	10,043
Security (Monitoring)	Based upon Tel-Tec's current Price Agreement		\$	1,440
Security Contract	As needed for AJCC Ops		\$	50,000
Other:	Property Management Fees		\$	2,000
Utilities & Maintenance Cost Subtotals:			\$	105,440
Equipment				
Reception Equipment	PCs & other		\$	2,000 **Value
Assistive technology for individuals	Navigator System		\$	5,500 **Value
Copiers	Annual Rental Estimates for AJCC Shared Ops		\$	4,000
Fax Machines	As needed for AJCC Ops		\$	500 **Value
AJCC Computers	As needed for AJCC Ops		\$	10,800 **Value
Licensing for AJCC Computers	Office, A/V, SQL, etc		\$	2,700
Printers	As needed for AJCC Ops		\$	1,500
Other:				
Value with New Equipment:			\$	27,000
(with "x" value of equipment is deleted in cost spread) Value without New Equipment			\$	6,700
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)				
Common Costs for ALL AJCC	Based on Location From All AJCC Costs		\$	1,825
Marketing/Outreach Subtotal:			\$	1,825
Common Identifier Costs (Local Option, if Agreed To By All Colocated Partners)				
Common Identifier Costs for	Based on Location From All AJCC Costs		\$	131
Updating Electronic Resources	Estimated			In-house
Common Identifier Subtotal:			\$	131
SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS				
BTWC				
COST CATEGORY			TOTAL COST	
Subtotal: Rental Costs			\$	58,056
Subtotal: Utilities & Maintenance Costs			\$	105,440
Subtotal: Equipment Costs			\$	6,700
Subtotal: Technology to Facilitate Access Costs			\$	1,825
Subtotal: Common Identifier Costs			\$	131
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:			\$	172,152
** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.				
* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item for necessary for operations				
** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers maintenance of center website (not specific to an individual partner).				
*** Creating Signage, updating templates & materials, updating electronic resources				
^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.				

EXHIBIT "U"

EPIC - 2210 H Street				
		Contributors		
Cost Categories	Total Cost	ETR	Value	Balance to Allocate
Rent	10,200	10,200	10,200	0
Utilities/Maintenance Other Ops *	55,920	55,920	55,920	0
Equipment**	16,100	16,100	16,100	0 X
Access Technology***	5,075	5,075	5,075	0
Common Identifier****	366	366	366	0
Totals with Total Partner Allocations & Remaining Allocation Amt	87,660	87,660	87,660	0
Estimated Monthly Costs	7,305	7,305	7,305	0
Total Infrastructure to Be Allocated to AJCC Ops:				\$ 87,660.48

AJCC Infrastructure Budget
EPIC
KIM's Network of Affiliate (Specialized) AJCCs

Cost Category/Line Item	Line Item Cost Detail	Cost	
RENT			
Rental of Facilities	MOU with Library	\$ 10,200	
Other:		\$ -	
Rental Cost Subtotals:		\$ 10,200	
Utilities & Maintenance			
Utilities	Included in Rent	\$ -	
Brighthouse	Communication Link	\$ 10,200	
Telephone (Landlines)	Estimated	\$ 8,000	
Facility Maint. (Janitorial)	Included in Rent	\$ -	
Security (Monitoring)	Estimated	\$ 720	
Security Contract	As needed for Center Ops	\$ 35,000	
Other:	Property Management Fees	\$ 2,000	
Utilities & Maintenance Cost Subtotals:		\$ 55,920	
Equipment			
Reception Equipment	PCs & other	\$ 2,000	**Value
Assistive technology for individuals	Navigator System	\$ 5,500	**Value
Copiers	Estimated Rental	\$ 5,800	
Fax Machines	As needed for Ops	\$ 500	**Value
AJCC Computers	As needed for Ops	\$ 11,700	**Value
Licensing for AJCC Computers	Office, A/V, SQL, etc	\$ 4,500	
Printers	As needed for AJCC Ops	\$ 1,500	
Other:			
Value with New Equipment:		\$ 31,500	
(with "x" value of equipment is deleted in cost spread) Value without New Equipment		\$ 16,100	
Marketing/Outreach Technology to Facilitate Access to the AJCC (See COMMON AJCC COSTS for Details)			
Common Costs for ALL AJCC	Based on Location From All AJCC Costs	\$ 5,075	
Marketing/Outreach Subtotal:		\$ 5,075	
Common Identifier Costs (Local Option, If Agreed To By All Colocated Partners)			
Common Identifier Costs for	Based on Location From All AJCC Costs	\$ 366	
Updating Electronic Resources	Estimated	In-house	
Common Identifier Subtotal:		\$ 366	

SUMMARY OF TOTAL INFRASTRUCTURE COSTS TO BE SHARED BY COLOCATED PARTNERS	
BTWC	
COST CATEGORY	TOTAL COST
Subtotal: Rental Costs	\$ 10,200
Subtotal: Utilities & Maintenance Costs	\$ 55,920
Subtotal: Equipment Costs	\$ 16,100
Subtotal: Technology to Facilitate Access Costs	\$ 5,075
Subtotal: Common Identifier Costs	\$ 366
TOTAL INFRASTRUCTURE COSTS FOR THIS AJCC/NETWORK:	
	\$ 87,660

** AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.
* Utilities & Ops to include electric, gas, water, sewer, trash, custodial, telephones, high-speed internet, contracted maintenance, contracted security, & any other similar item for necessary for operations
*** Computers, including Assessment-related products, assistive technology for individuals with disabilities, copiers, fax, & other tangible equipment used to serve all center customers
**** Technology used to facilitate access to the One-Stop Center, including technology used for the center's planning and outreach activities, cost of creation and maintenance of center website (not specific to an individual partner.
***** Creating Signage, updating templates & materials, updating electronic resources
^^^ AJCC Equipment is valued at Cost of Current Market Prices. Replacement schedule is to be determined. Costs are shown/not shown for understanding of Infrastructure Costs.

EXHIBIT "V"

OILDALE			Total Item Cost		
EQUIPMENT COSTS			\$ 15,808.20	\$ 127,515.60	Y if Leased
Reception/Lobby					
2	PC for FOB	ETR	\$ 1,305.83	\$ 2,611.66	
2	Monitor for FOB	ETR	\$ 289.99	\$ 579.98	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	Copier	ETR	\$ 3,864.00	\$ 3,864.00	Y
Resource Room					
27	PCs	ETR	\$ 1,305.83	\$ 35,257.41	
27	Monitors	ETR	\$ 289.99	\$ 7,829.73	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	ETR	\$ 500.00	\$ 500.00	
1	Copier	ETR	\$ 3,864.00	\$ 3,864.00	Y
Classroom #1					
20	PCs	ETR	\$ 1,305.83	\$ 26,116.60	
20	Monitors	ETR	\$ 289.99	\$ 5,799.80	
Classroom #2					
25	PCs	ETR	\$ 1,305.83	\$ 32,645.75	
25	Monitors	ETR	\$ 289.99	\$ 7,249.75	

EXHIBIT "X"

				Total Item Cost	
TAFT					
EQUIPMENT COSTS			\$ 8,752.56	\$ 10,348.38	Y if Leased
Reception/Lobby					
1 PC for FOB	DHS	\$ 1,305.83	\$ 1,305.83		
1 Monitor for FOB	DHS	\$ 289.99	\$ 289.99		
1 FOB	DHS	\$ 246.93	\$ 246.93		
Resource Room					
2 PCs	ETR	\$ 1,305.83	\$ 2,611.66		
2 Monitors	ETR	\$ 289.99	\$ 579.98		
1 HP Printer	ETR	\$ 949.99	\$ 949.99		
1 Fax	DHS	\$ 500.00	\$ 500.00		
1 Copier	DHS	\$ 3,864.00	\$ 3,864.00		Y

EXHIBIT "Y"

SHAFTER			Total Item Cost		
EQUIPMENT COSTS			\$ 8,752.56	\$ 16,731.66	Y if Leased
Reception/Lobby					
1	PC for FOB	DHS	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	DHS	\$ 289.99	\$ 289.99	
1	FOB	DHS	\$ 246.93	\$ 246.93	
Resource Room					
6	PCs	ETR	\$ 1,305.83	\$ 7,834.98	
6	Monitors	ETR	\$ 289.99	\$ 1,739.94	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	DHS	\$ 500.00	\$ 500.00	
1	Copier	DHS	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "Z"

LAKE ISABELLA			Total Item Cost		
EQUIPMENT COSTS			\$ 8,752.56	\$ 13,540.02	Y if Leased
Reception/Lobby					
1	PC for FOB	ETR	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	ETR	\$ 289.99	\$ 289.99	
1	FOB	ETR	\$ 246.93	\$ 246.93	
Resource Room					
4	PCs	ETR	\$ 1,305.83	\$ 5,223.32	
4	Monitors	ETR	\$ 289.99	\$ 1,159.96	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	ETR	\$ 500.00	\$ 500.00	
1	Copier	ETR	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "AA"

LAMONT			Total Item Cost		
EQUIPMENT COSTS			\$ 10,058.39	\$ 14,555.86	Y if Leased
Reception/Lobby					
1	PC for FOB	DHS	\$ 1,305.83	\$ 1,305.83	
1	Monitor for FOB	DHS	\$ 289.99	\$ 289.99	
1	FOB	DHS	\$ 246.93	\$ 246.93	
2	PCs for AJCC Reception	DHS	\$ 1,305.83	\$ 2,611.66	
Resource Room					
3	PCs	DHS	\$ 1,305.83	\$ 3,917.49	
3	Monitors	DHS	\$ 289.99	\$ 869.97	
1	Cannon Printer	DHS	\$ 949.99	\$ 949.99	
1	Fax	DHS	\$ 500.00	\$ 500.00	
1	Copier	DHS	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "BB"

MOJAVE			Total Item Cost		
EQUIPMENT COSTS			\$ 10,348.38	\$ 29,498.22	Y if Leased
Reception/Lobby					
2	PC for FOB	DHS	\$ 1,305.83	\$ 2,611.66	
2	Monitor for FOB	DHS	\$ 289.99	\$ 579.98	
1	FOB	DHS	\$ 246.93	\$ 246.93	
Resource Room					
2	PCs	ETR	\$ 1,305.83	\$ 2,611.66	
11	PCs	DHS	\$ 1,305.83	\$ 14,364.13	
2	Monitors	ETR	\$ 289.99	\$ 579.98	
11	Monitors	DHS	\$ 289.99	\$ 3,189.89	
1	HP Printer	DHS	\$ 949.99	\$ 949.99	
1	Fax	DHS	\$ 500.00	\$ 500.00	
1	Copier	DHS	\$ 3,864.00	\$ 3,864.00	Y

EXHIBIT "CC"

BACK-TO-WORK CENTER			Total Item Cost		
EQUIPMENT COSTS			\$ 9,702.55	\$ 24,064.93	Y if Leased
Reception/Lobby					
2	PC	ETR	\$ 1,305.83	\$ 2,611.66	
2	Monitor	ETR	\$ 289.99	\$ 579.98	
1	FOB	ETR	\$ 246.93	\$ 246.93	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
Resource Room					
9	PCs	ETR	\$ 1,305.83	\$ 11,752.47	
9	Monitors	ETR	\$ 289.99	\$ 2,609.91	
1	HP Printer	ETR	\$ 949.99	\$ 949.99	
1	Fax	ETR	\$ 500.00	\$ 500.00	
1	Copier	ETR	\$ 3,864.00	\$ 3,864.00	Y

Exhibit "DD"

EPIC			Total Item Cost		
EQUIPMENT COSTS			\$ 11,958.99	\$ 32,339.95	Y if Leased
Reception/Lobby					
5	PC for FOB	ETR	\$ 950.00	\$ 4,750.00	
5	Monitor for FOB	ETR	\$ 289.99	\$ 1,449.95	
1	Copier Rental	ETR	\$ 5,800.00	\$ 5,800.00	Y
Resource Room					
10	PCs	ETR	\$ 900.00	\$ 9,000.00	
10	Monitors	ETR	\$ 219.00	\$ 2,190.00	
2	Disability Table Monitors	ETR	\$ 300.00	\$ 600.00	
2	Disability Table CPUs	ETR	\$ 1,100.00	\$ 2,200.00	
3	Laptops	ETR	\$ 1,300.00	\$ 3,900.00	
2	HP Printer	ETR	\$ 650.00	\$ 1,300.00	
3	Mobile Printers	ETR	\$ 350.00	\$ 1,050.00	
1	Fax--Data Card	ETR	\$ 100.00	\$ 100.00	



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: County Counsel

TIME REQUIRED

SUBJECT Establishment of Ad Hoc
Subcommittee for Development at 71
Davison Street, Mammoth

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Creation of Ad Hoc Subcommittee regarding development of property at 71 Davison Street in Mammoth Lakes.

RECOMMENDED ACTION:

Appoint Supervisor Kreitz and Chair Gardner to Ad Hoc Subcommittee, with direction to return to the Board with information and recommendations as needed but no less than quarterly for up to one year.

FISCAL IMPACT:

None.

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff report
Charter

History

Time	Who	Approval
6/8/2022 4:33 PM	County Counsel	Yes
6/6/2022 5:06 PM	Finance	Yes

6/10/2022 3:16 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**

Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors

From: Stacey Simon and Sanjay Choudhrie

Date: June 14, 2022

Re: Establishment of Ad Hoc Subcommittee for Project at 71 Davison Street,
Mammoth Lakes

Recommended Action

Appoint Supervisor Kreitz and Chair Gardner to Ad Hoc Subcommittee, with direction to return to the Board with information and recommendations as needed but no less than quarterly for up to one year.

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

In October of 2019, the County sold property owned by it at 71 Davison Street in Mammoth Lakes to a private developer. The property was formerly used as Eastern Sierra Passages Lodge, a transitional home for individuals in recovery from substance use issues, with five separate living units. With the sale, the County and the purchaser entered into a Regulatory Agreement requiring that the property be redeveloped and used for affordable housing. For a variety of reasons, that redevelopment has not yet taken place and a new purchaser recently acquired the property. The Regulatory Agreement remains in effect and the new owner has requested County assistance to move his project forward.

The Ad Hoc Committee would work with staff and the new owner of the property to determine, and recommend to the Board, a path forward that ensures the County's interests in providing affordable housing are realized.

County of Mono
71 Davison Street Housing Ad Hoc Committee
Charter / Scope of Work
(Board Report – Attachment 1)

Background

In late 2019, the County sold to a private developer property at 71 Davison Street. The property was formerly used as Eastern Sierra Passages Lodge, a transitional home for individuals recovering from substance use issues, with five separate living units. With the sale, the County and the purchaser entered into a Regulatory Agreement requiring that the property be redeveloped and used for affordable housing. For a variety of reasons, that redevelopment has not yet taken place and a new purchaser recently acquired the property. The Regulatory Agreement remains in effect and the new owner has requested County assistance to move his project forward.

Purpose and Scope

The Ad Hoc Committee will work with the recent purchaser of the property to determine, and recommend to the Board, a path forward that ensures the County's interests in providing affordable housing on the property are realized.

Committee Duration

The Committee's work is expected to be complete within one year.

Committee Members

- Supervisor Jennifer Kreitz
- Chair Bob Gardner

County Department, Other Agency, and Consulting Resources

- Housing Opportunities Manager
- County Counsel
- Outside Counsel, Erik Ramakrishnan of Berliner Cohen, LLP



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Clerk of the Board

TIME REQUIRED

SUBJECT Board Minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Approval of the Board Minutes from the March 8, 2022 and March 15, 2022 meetings of the Board of Supervisors. Approval of the Board Minutes from March 15, 2022 from the Board Minutes - Special Meeting.

RECOMMENDED ACTION:

Approve the Board Minutes from the March 8, 2022 Regular Meeting. Approve the Board Minutes from March 15, 2022 Regular Meeting. Approve the Board Minutes from March 15, 2022 Special Meeting.

FISCAL IMPACT:

None.

CONTACT NAME: Danielle Patrick

PHONE/EMAIL: 760-932-5535 / despinosa@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
March 8 DRAFT Meeting Minutes
March 15 DRAFT Meeting Minutes
March 15 DRAFT Special Meeting Minutes

History

Time	Who	Approval
6/10/2022 9:51 AM	County Counsel	Yes

6/3/2022 12:30 PM

Finance

Yes

6/10/2022 3:20 PM

County Administrative Office

Yes



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

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

Teleconference Only - No Physical Location

**Regular Meeting
March 8, 2022**

Backup Recording	Zoom
Minute Orders	M22-045 – M22-049
Resolutions	R22-025 – R22-028
Ordinance	ORD22-02

9:04 AM Meeting Called to Order by Chair Gardner

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

Supervisors Absent: None.

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

Pledge of Allegiance led by Supervisor Peters

Chair Gardner:

- “Daring leaders are never silent about hard things”.
– by Renee Brown

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

Cory Zila, Owner Tioga Green

- Wants to address the park service situation (going back to reservation, no driving thru) would

Note:

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

- like feedback on how the Board of Supervisors felt about this
- Concerned about the “hardship” that this will cause for local business owners
- Suggested reaching out to the Park Services to express the concerns of hardship
- Suggested pairing up with Mariposa to reach a resolution with Park Services to let people pass thru

2. RECOGNITIONS

A. Coleville High School Girls Basketball State Championship Recognition

Departments: Board of Supervisors, sponsored Supervisor Peters

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

Supervisor Peters

- Presented Item

Coach Will Sandy

- Thanked the Board of Supervisors
- This team is a positive group on and off the court

Supervisor Corless

- Thanked and congratulated the team

Action: Adopt proposed proclamation.

Peters motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-045

3. COUNTY ADMINISTRATIVE OFFICER

CAO Report regarding Board Assignments

Robert C. Lawton, CAO:

- Several Personnel Meetings – Human Resources and County Counsel
- Agenda Planning Exercises
- 3rd Quarter Budget Projections
- Preparing for Fiscal Year 22-23 Annual Budget
- Jedi Meeting
- Emergency Operations Center
- Eastern Sierra Council of Governments (ESCOG) – Special Meeting
- Administered the Oaths of Office to two new county employees
 1. Erica Cortez – Probation Officer I
 2. Sanjay Choudhrie - Housing Opportunities Manager

Sheriff Braun

- Asks to please have this meeting adjourned “In memory of Diana Hernandez”

4. DEPARTMENT/COMMISSION REPORTS

Note:

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

Scheereen Dedman, Clerk- Recorder

- Reminder that deadline for nomination and candidacy period for upcoming election
-

Sheriff Braun

- Asks to please have this meeting adjourned “In memory of Diana Hernandez”

John Craig

- Preparing for Budget (Mid-Year) – Megan Mahaffey & Budget Team
- Working with external consultant – Fee Study
- Preparing the Civic Center for in person meetings
- Reconstituting the Workplace Well Being Committee

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.)

Kreitz motion. Duggan seconded.

Vote: 5 yes, 0 no

A. Board Minutes

Departments: Clerk of the Board

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

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

Kreitz motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-046

B. Resolution Determining that Charles Clark is Industrially Disabled

Departments: Risk Management

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

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

Kreitz motion. Duggan seconded.

Vote: 5 yes, 0 no

Note:

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

R22-025

C. Claim for Damages - Rocko Moore

Departments: Risk Management

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

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

Kreitz motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-047

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

Departments: Behavioral Health

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

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

Kreitz motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-048

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

Departments: County Counsel

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

Action: Adopt proposed ordinance.

Kreitz motion. Duggan seconded.

Vote: 5 yes, 0 no

ORD22-002

Note:

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

6. CORRESPONDENCE RECEIVED

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

The Board acknowledged receipt of the correspondence

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

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

7. REGULAR AGENDA - MORNING

A. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

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

Action: None.

Bryan Wheeler, Public Health Director

- Presented Item

B. Resolution Making Findings under AB 361 through April 7

Departments: County Counsel

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

Stacey Simon, County Counsel

- Presented Item

Action:

Adopt proposed resolution.

Corless motion. Peters seconded.

Supervisor Corless - Yes

Supervisor Duggan - Yes

Chair Gardner - Yes

Supervisor Kreitz - No

Note:

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Supervisor Peters - Yes
Vote: 4 yes, Supervisor Kreitz: 1 no
R22-026

C. Review of Emergency Declaration Due to Winter Storms

Departments: Sheriff

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

Ingrid Braun, Mono County Sheriff

- Presented Item
- Let the Emergency Expire

Action: Approval to terminate Declaration of Local Emergency Due to Severe Winter Storms.

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-049

D. Cannabis Delivery Within the Unincorporated Area of Mono County

Departments: Community Development

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

Michael Draper, Planning Analyst II

- Presented Item
- Sharing that a local business owner has a non-written public comment – concerned with delivery to Federal Land

Wendy Sugimura, Community Development Department Director

- Mono County cannot prevent outside deliveries (outside of Mono County) into Mono County.
- Will bring back Resolution of continuance; on consent if board approves
- Will work on General Plan Amendment and Code Amendment

Stacey Simon, County Counsel

- Litigation clarification for the Board, including uncertainty on question of whether County can or cannot prevent delivery
- Clarified that just staff direction not action

Supervisors Corless, Kreitz, Duggan and Peters

- Support moving forward to allow continued delivery of cannabis

Note:

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Supervisor Peters

- Are there currently outside businesses delivering into Mono County
- Michael Draper states that it is allowed but do not know if outside delivery is taking place

Cory Zila – Tioga Green, Owner

- Public Comment
- Supports keeping delivery in Mono County

Action:

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

E. First Amendment to Employment Agreement with Jacob Sloane

Departments: County Counsel, CAO

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

Stacey Simon, County Counsel

- Presented Item

Robert C. Lawton, CAO

-

Action: Announce Fiscal Impact. Approve Resolution R22-027, approving amendment to the employment agreement with Jacob Sloane as Risk Manager. Authorize the Board Chair to execute said contract amendment on behalf of the County.

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

Duggan motion. Kreitz seconded.

Vote: 5 yes, 0 no

R22-027

Note:

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

F. Employment Agreement - Housing Opportunities Manager

Departments: CAO

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

Robert C. Lawton, CAO

- **Presented Item**

Supervisor Peters

- Welcome

Supervisor Kreitz

- Welcome
- COC Meeting on radar

Supervisor Corless

- Welcome
- Joint Meeting with Town on Radar to discuss Housing

Action: Announce Fiscal Impact. Approve Resolution R22-28, approving a contract with Sanjay Choudhrie as Housing Opportunities Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

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

Kreitz motion. Duggan seconded.

Vote: 5 yes, 0 no

R22-028

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD

9. CLOSED SESSION

Closed Session: 12:00 PM

Reconvened: 1:02 PM

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy

Note:

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

Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Existing Litigation

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

C. Closed Session - Public Employee Evaluation

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

10. BOARD MEMBER REPORTS

Supervisor Duggan

- Public Outreach and follow up
- Intensive work with Professional Development Academy on Leadership

Supervisor Peters

- Met in person with CSAC Board of Directors – well attended
1. Discussed areas of interest from CSAC
 2. Discussion on potential ballot initiative – CSAC opposed
 3. Presentation – Pre-Disaster Contracts
 4. Care Court – Behavioral Health to provide upstream services for mental health services
 5. Attended Bridgeport 4th of July annual fundraiser dinner

Supervisor Corless

3/2

- Sierra Nevada Conservancy Watershed Improvement Program Summit (Virtual): Focus on post-fire restoration and recovery.
- Town Council Meeting--issue of Ormat Casa Diablo IV construction impacts at Shady Rest Park/OSV trails and lack of agency communication and coordination was on the agenda and will be on our joint meeting agenda, there is a county role in mitigating impacts on recreation and we can discuss that at the meeting.

3/3

- Meeting with RCRC Ec. Development's Bob Burris and county economic development staff to talk about regional economic development activities, full update to come

Note:

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

3/7

- YARTS JPA board special meeting
- Behavioral Health Advisory Board meeting: community wellness programming going great throughout the county; note that there will be many activities in May for mental health awareness month
- Eastern Sierra Sustainable Recreation Partnership

Chair Gardner

- Board Report for Bob Gardner 3-8-22
- On Wednesday March 2, I participated in a meeting of the Mono Basin Partners. Topics at that meeting staffing for the Mono Basin Scenic Visitor Center this year, wild horses, and the status of campground openings.
- Also, on Wednesday the 2nd I participated in a meeting with Kutzadika Chair Charlotte Lange and the staff of the House Subcommittee on Indigenous Peoples about the status of the Tribe's Federal Recognition legislation. On Friday March 4 I participated in a similar meeting with staff from Sen. Padilla's Office.
- On Wednesday the 2nd I also participated in a meeting of the County Justice, Equity, Diversity, and Inclusion Working Group. Topics at that meeting included a review of upcoming meetings and presentation of the Behavioral Health Equity Plan.
- Lastly, on the 2nd I attended the monthly meeting of the June Lake Citizens Advisory Committee. Topics at that meeting included several transportation-related items.
- On Friday March 4 I participated in the monthly meeting of the Kutzadika Tribal Council. Topics in that meeting included the status of the Tribe's Federal Recognition bill as noted above, and other Tribal activities.
- Finally, yesterday I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included a presentation from the California Resilience Partnership and updates about recreation-related news, grants, and other opportunities in our region.

ADJOURNED AT 11:36 AM in memory of Diana Hernandez.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

Note:

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

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

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



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

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

Teleconference Only - No Physical Location

Regular Meeting March 15, 2022

Backup Recording	Zoom
Minute Orders	M22-050 – M22-057
Resolutions	R22-029 – R22-029
Ordinance	ORD22-02 USED

9:00 AM Call meeting to Order by Chair Gardner

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

Supervisors Absent: None.

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

Supervisor Peters

- Asks to Adjourn today's meeting in memory of Terry Nolan

Pledge of Allegiance led by Supervisor Corless

Chair Gardner

- "People who enjoy meetings should not be in charge of anything".
- Thomas Sowell

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1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD – None

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

2. RECOGNITIONS - NONE

3. COUNTY ADMINISTRATIVE OFFICER

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

Bob C. Lawton, CAO

- Discussed NASPAA - Network of Schools of Public Policy, Affairs, and Administration
- Congratulated Janet Dutcher on her induction to Pi Alpha Alpha
- Developing 3rd Quarter Budget
- Preparing for fiscal year 22-23 proposed budget and calendar
- Re-entry into Civic Center – plans for in person board meetings and milestone for employees
- Workforce Well Being Advisory Committee – had a meeting
- Negotiations Team met to discuss progress with Bargaining Units
- Attended meeting with Dan Holler to prepare for meeting
- Presentation from potential new software for Clerk of the Board
- John Craig, Megan Mahaffey, and Russ Branson to discuss the County's long term financial forecast in preparation for Budget Meeting.
- Met with Bryan Wheeler, Caryn Slack and Ethan Dexter (Tioybe Health Clinic) - finding ways to service population in North County

4. DEPARTMENT/COMMISSION REPORTS

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

5. CONSENT AGENDA

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

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Peters motion. Kreitz seconded.
Vote: 5 yes, 0 no

A. Appointment of Two Members to County Service Area (CSA) #5

Departments: Clerk of the Board of Supervisors

The appointment of Kim Bunn for a term expiring 11/30/2024, and Tajia Rodriguez for a term expiring 11/30/2022 to the County Service Area (CSA) #5 Board.

Action: Appoint Kim Bunn for a term expiring 11/30/2024, and Tajia Rodriguez for a term expiring 11/30/2022 to the County Service Area (CSA) #5 Board.

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-050

B. Appointment of Two Members to Mono County Child Care Council

Departments: Clerk of the Board of Supervisors

The appointment of Andrea Walker for a term expiring 2/21/2024, and reappointment of Annaliesa Calhoun for a term expiring 3/17/2024 to the Mono County Child Care Council.

Action: Appoint Andrea Walker for a term expiring 2/21/2024 and reappoint Annaliesa Calhoun for a term expiring 3/17/2024 to the Mono County Child Care Council.

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-051

C. Requested Letter of Support for Health Net of California

Departments: CAO

Health Net/California Health & Wellness has requested a letter of support for its application to the state's Medi-Cal request for proposals for Medi-Cal managed care plan services in California.

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Action: Approve non-exclusive letter of support and authorize the Chair to execute letter on its behalf.

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-052

D. Contract Amendment Approval for Prescriptive ADU and Garage Designs

Departments: Community Development

Proposed Contract amendment with RRM Design Group

Action: Approve \$24,500 contract amendment with RRM Design Group for a fifth ADU prescriptive design and updating garage prescriptive designs and authorize the County Administrative Officer to execute said contract amendment on behalf of the County.

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-053

E. Proposed Contract with Tyler Technologies

Departments: Probation

Proposed contract with Tyler Technologies pertaining to Software as a Service Agreement for Case Management System.

Action: Approve and authorize the County Administrative Officer to sign a contract with Tyler Technologies for a Case Management System for Probation Department, for the period April 1, 2022 through March 31, 2027 and a not-to-exceed amount of \$217,300 first year. With Annual fee of \$40,500 plus 5% annual increase.

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-054

6. CORRESPONDENCE RECEIVED - NONE

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

Note:

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7. REGULAR AGENDA - MORNING

A. Behavioral Health Department Mental Health School Services Act (MHSSA) Grant

Departments: Behavioral Health

(Robin Roberts, Behavioral Health Director) - Mental Health Services Oversight and Accountability Commission (MHSOAC) is the contracting agency overseeing the Mental Health Student Services Act (MHSSA). This grant was awarded to Mono County via a competitive bid process. The funding will be used to enhance county partnerships with school-based programs and expand mental health services for children and youth.

Action: Conditioned upon approval of a Sub-Grant with Mono County Office of Education, approve, and authorize County Administrative Officer (CAO) to sign, contract with the MHSOAC for the provision of Mental Health School Services Act Grant Administration Services (Mental Health Award) for a period of April 1, 2022, to June 30, 2026 and a not-to-exceed amount of \$2,500,000. This authorization shall include making minor adjustments to said contract from time to time as the CAO may deem necessary, provided such amendments do not alter the amount not to exceed and do not substantially alter the scope of work or budget and are approved as to form by County Counsel.

Robin Roberts, Behavioral Health Director

- Presented Item

Corless motion. Duggan seconded.

Vote: 5 yes, 0 no

M22-055

B. COVID-19 (Coronavirus) Update

Departments: CAO, Public Health

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

Action: None.

Bryan Wheeler, Public Health Director

- Presented Item
- Power Point Presentation

Supervisor Peters

- Does Mammoth Water District do wastewater testing?

Bryan Wheeler – is perusing, cost is about \$15,000 and trying to work with Mammoth Water District to get approval.

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C. Justice, Equity, Diversity, and Inclusion (JEDI) Update

Departments: JEDI

(Scheereen Dedman, JEDI Coordinator) - Update on the proposed Justice, Equity, Diversity, and Inclusion (JEDI) training plan.

Action: None.

Scheereen Dedman, JEDI Coordinator

- **Presented Item**
- **Update**
 1. Establish updated work plan
 2. Have had two Implicit Bias Training
 3. Added Intersession meeting
 4. Prepare members to be able to “take action” with training information
 5. Working on getting JEDI Website going
 6. Thanks, CAO Lawton, for the leadership
 7. Don’t forget to vote!

CAO Lawton

1. Appreciates Scheereen for providing the leadership for the county and has been great working with Scheereen
2. We take this seriously

D. Workshop - Section 115 Pension Rate Smoothing Trust

Departments: Finance

(Janet Dutcher, Finance Director) - Presentation by representatives from Public Agency Retirement Services (PARS) about the use of an IRS Section 115 Pension Rate Stabilization Trust to pre-fund future CalPERS County pension contributions.

Action: Receive educational presentation and discuss staff recommendations that Mono County establish an IRS Section 115 pre-funding pension smoothing trust fund with PARS.

Janet Dutcher, Finance Director

- Introduced Item

Mitch, Public Agency Retirement Services (PARS)

- Presented Item

Mike Graves – Called in to comment

- Congratulates Mono County and the Board of Supervisors on how well the county is run and managed.

E. Workshop - Pension Obligation Bonds

Note:

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Departments: Finance

(Janet Dutcher, Finance Director) - Presentation from Jeff Land of Oppenheimer & Co. Inc. and Michael Meyer from NHA Advisors about use of Pension Obligation Bonds in managing the County's CalPERS unfunded pension liability.

Action: Receive presentation and discussion with staff about use of Pension Obligation Bonds to reduce and manage the County's unfunded pension liability.

Janet Dutcher, Finance Director

- Introduced Item

Jeff Land, Oppenheimer & Co. Inc.

- Presented Item

Michael Meyer, NHA Advisors

- Presented Item

Break Session: 10:43 AM

Reconvened: 10:48 AM

F. Remote Work Policy and Dependent Care Agreement

Departments: County Counsel

(Stacey Simon, County Counsel; Jay Sloane, Risk Manager) - Proposed resolution: A resolution of the Mono County Board of Supervisors adopting a policy regarding remote work applicable to the Mono County Public Employees (MCPE) bargaining unit. Discussion of related Dependent Care Agreement.

Action: Adopt proposed resolution. Direct staff to implement Remote Work Policy as to any employees eligible for and approved to continue working remotely in accordance with the Policy, no later than by July 1, 2022.

Stacey Simon, County Counsel

- Presented Item
- Thanked Jay Sloane for his hard work on this policy, Jerry Fredrick the Union Representative said that this is a great policy and he has no comments.

Duggan motion. Corless seconded.

Vote: 5 yes, 0 no

R22-029

G. Mountain View Fire Update and Review of Emergency Declarations

Note:

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Departments: Mountain View Fire EOC

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

Action: Hear report from Incident Command and involved staff regarding status of Mountain View Fire response and recovery efforts. Find that there is a need to continue the local state of emergency declared on November 17, 2020, and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020).

Justin Nalder, MVF EOC Director

- Presented Item
- No official word of cause of fire
- No update on financial reimbursement

Peters motion. Kreitz seconded.

Vote: 5 yes, 0 no

M22-056

H. Conway Ranch Lease Agreement Second Amendment

Departments: Public Works

(Justin Nalder, Solid Waste Superintendent) - Amendment to the Conway Ranch Cattle Grazing Lease Agreement which allows for the inclusion of the Bowl Meadow into the approved grazing area. The Bowl Meadow represents approximately 36 acres, which would bring the total grazing area to approximately 324 acres. The total Animal Unit Months permitted under the lease would not increase.

Action:1) Find that the County's entry into an amended lease agreement for the inclusion of the Bowl Meadow into the approved grazing area is categorically exempt from CEQA pursuant to CEQA Guidelines Section 15301 (Class 1: Existing Facilities); and direct staff to file a Notice of Exemption with the County Clerk's Office
2) Approve and authorize Chair to sign Agreement and Second Amendment to the Conway Ranch Grazing Lease with Hunewill Land and Cattle Company, Inc. for cattle grazing on Conway Ranch for the period, previously agreed upon, ending on December 31, 2026, wherein revenues are collected at \$5/Animal Unit Month (AUM).

Justin Nalder, Solid Waste Superintendent

- Presented Item

Note:

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Duggan motion. Kreitz seconded.
Vote: 5 yes, 0 no
M22-057

8. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD – None.

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

9. CLOSED SESSION

Closed Session: 12:09 PM
Reconvened: 12:58 PM

A. Closed Session - Labor Negotiations

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, John Craig, Patty Francisco, and Oliver Yee. Employee Organization(s): Mono County Sheriff's Officers Association (aka Deputy Sheriff's Association), Local 39 - majority representative of Mono County Public Employees (MCPE) and Deputy Probation Officers Unit (DPOU), Mono County Paramedic Rescue Association (PARA), Mono County Correctional Deputy Sheriffs' Association. Unrepresented employees: All.

B. Closed Session - Public Employee Evaluation

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

THE AFTERNOON SESSION WILL RECONVENE FOLLOWING CLOSED SESSION OR, IF TIME ALLOWS, ITEMS MAY BE TAKEN UP DURING THE MORNING SESSION PRIOR TO CLOSED SESSION.

10. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD – None.

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(Speakers may be limited in speaking time dependent upon the press of business and number of persons wishing to address the Board.) Please refer to the Teleconference Information section to determine how to make public comment for this meeting via Zoom.

11. REGULAR AGENDA - AFTERNOON

A. Strategic Plan Update

Departments: CAO

(Robert C. Lawton, CAO and Robert Bendorf, MRG) - Presentation by Robert Bendorf regarding Mono County Strategic Plan Update.

Action: None

Robert C. Lawton, CAO

- Introduced Item

Robert Bendorf, MRG

- Presented Item

Supervisor Corless

- Wonderful, clear, and is something they can build on
- Would like to have included some reference to community survey results
- Behavioral Health Advisory Board – needs more members and urges rewriting and not create a new committee
- Honor the native people of the county
- Public Lands – needs inclusion of water and wildlife
- Economy – add in Agriculture since it is a big part of our economy

Supervisor Peters

- Wants to include Veteran population
- Responsible highway vehicle use

Supervisor Duggan

- Appreciates the simplified complexity

Supervisor Kreitz

- Focus area got lost, the four items should be larger than their title

Chair Gardner

- Agrees that this is an evolving
- 4/5 clean draft, then respond and react to the draft on 4/5

CAO Lawton

- Today's item is a presentation
- 4/5 Meeting – will have an opportunity to digest review, then come back with comments and propose changes at that time

12. A. BOARD MEMBER REPORTS

Note:

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

Supervisor Kreitz

- MLH - The Board met at their regular meeting on March 7th, where the Board passed three resolutions authorizing the purchase of real property. They included the Home Key site in Mammoth Lakes on Forest Trail, the Valley Apartments in Bishop, and the Birch Creek condo in June Lake. The Board had a special meeting on Monday, March 14th. The Board approved a resolution for MLH to enter into the Silver Peaks development agreement with Visionary Home Builders, in place of IMACA. The Board's approval was subject to MLH negotiating a satisfactory MOU, likely similar or the same as the one IMACA has.
- March 9th, I attended the regular meeting of the NACo CEWD committee. We heard from the National Science Foundation about a program they are about to launch - the Regional Innovation Accelerator Program. This is an opportunity for regions to define their projects along with academics, industry, and government.
- Later March 9th, I attended a meeting with MLH staff and Visionary Home Builders regarding the Silver Peaks affordable housing development in Bishop. After that I attended a CoC Board meeting with staff from HCD. We are continuing to daylight information and come together on recommendations to IMACA and trying to find keepers of the critical CoC programs.
- Friday, March 11, I participated in the regular board meeting of the California Coalition for Rural Housing. The Board approved supporting the campaign Protect Tribal Sovereignty & Safe Gaming, which is in opposition to the upcoming ballot initiative to allow for online gaming in California. As has happened in Colorado and other states, the tax revenue promised to the people via online gaming never materializes and tribes and others are harmed along the way.

Supervisor Corless

- 3/9: RCRC and Golden State Finance Authority board meeting, reception honoring 2021 Rural Leadership Award winners Asm. Cecilia Aguilar-Curry and former CPUC Commissioner Martha Guzman-Aceves
- 3/10: Eastern Sierra Climate and Communities Resilience Project meeting: Presentations on fire and forest health science
- Work with USFS Region 5 and National Forest Foundation to prepare for roundtable discussions focused on implementation of the Forest Service's 10 Year Wildfire Strategy
- 3/14: NACo Public Lands Steering Committee meeting
- Note that I will be applying for the recently announced Federal

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Wildland Fire Commission, at the behest of RCRC, with support from members of the CA congressional delegation (including Rep. Obernolte)

Supervisor Peters

- Attended RCRC – Met with Assemblyman Bigelow
- Attended IMACA meeting – Restructure and joint meeting with California Department of Community Services & Development which holds over dozen contract with IMACA, grant contracts that are trying to be resolved
- Attended WIR meeting

Chair Gardner

- Last Tuesday evening I participated in the monthly meeting of the Mono Basin Housing Committee. The Committee continues to work on various options to create housing in the communities of Lee Vining and Mono City.
- On Wednesday March 9 I participated in the monthly meeting of the Mono Basin RPAC. Topics at that meeting included the Mono County Local Road Safety Plan, an update on Conway Ranch and the Pumice Valley landfill, and an update from the Inyo National Forest North Mono District Ranger.
- On Thursday March 10 I participated in a meeting of the Eastern Sierra Climate and Communities Resilience Project. There were two very interesting presentations about Inyo National Forest climate change trends, and about operational resilience in the Western US.
- Yesterday I participated in a meeting of the NACO Public Lands Committee. We heard an update on pending and enacted Congressional action, and information about the American Conservation and Stewardship Atlas as a part of the America the Beautiful Initiative.
- Also, this past week I began planning for the Citizens Wildfire Academy, which will include seven monthly Zoom sessions for the public starting April 18, focusing on various topics related to wildfire in the Eastern Sierra. Topics will include the History of Wildfire in the Eastern Sierra, Fire Ecology, current US National Forest Service, Bureau of Land Management, and CalFire wildfire management and planning, current and planned fuels treatment and other projects, home hardening and defensible space, resident preparation and evacuation procedures, and smoke and insurance concerns. These sessions will feature expert speakers from our area and are aimed at providing information to residents and visitors to address the anxiety and questions many have about wildfires. The Academy is sponsored by the Eastern Sierra Council of

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Governments.

ADJOURN AT 12:59 PM in memory of Terry Nolan.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

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



**DRAFT SPECIAL MEETING MINUTES
JOINT TOWN / COUNTY SPECIAL MEETING
STATE OF CALIFORNIA**

Teleconference Only - No Physical Location

**Special Meeting
March 15, 2022**

4:15 PM Meeting Called to Order by Board Chair Gardner.

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

Supervisors Absent: None.

Councilmembers Present: Rea, Salcido, Sauser, Stapp, and Wentworth (Rea, Salcido, Sauser, and Wentworth attended via teleconference).

Councilmembers Absent: None.

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Pledge of Allegiance led by Mayor Salcido.

1. OPPORTUNITY FOR THE PUBLIC TO ADDRESS THE BOARD AND COUNCIL

Kevin Bessenbacher, Ormat:

- Overseeing Shady Rest portion, here to answer any questions.

2. AGENDA ITEMS

A. Overview of the Mono County and Town of Mammoth Lakes Liaison Committee

(Robert C. Lawton, CAO; Dan Holler, Town Manager) - Overview of the Mono County and Town of Mammoth Lakes Liaison Committee.

Action: None.

Dan Holler, Town Manager:

- Provided overview of the Mono County and Town of Mammoth Lakes Liaison Committee

Robert C. Lawton, Mono County CAO:

- Credits Supervisor Corless for getting the “joint meetings” and Liaison meetings, getting everyone together at the same place at the same time.

Bob Gardner, Mono County Chair:

- Supervisor Corless and Kreitz serve on the committee from the Counties side.

Supervisor Corless, Mono County Board:

- Remind everyone that the Liaison Committee exists since it did “die down” during COVID

B. ORMAT Operations Related Plowing of Roads in the Shady Rest Park Area

(Robert C. Lawton, CAO; Dan Holler, Town Manager) - ORMAT has initiated road plowing in the Shady Rest area to provide access to facilities and other uses. The operations have impacted recreational activities in the area by limiting groomed routes for snowmobiling and other activities.

Action: None.

Dan Holler, Town Manager:

- Presented Item

Kevin Bessenbacher, ORMAT:

- ORMAT position is temporary: 2-3 months
- Met with Mayor Pro Tem Wentworth – concerned with who is going to take over for the next project
- Discussed possible danger for snowmobiling

Councilmember Sauser:

- Schedule – would like to set up a meeting with ORMAT to discuss proposed schedule is for the next year, giving opportunity to plan
- Pipeline melt – should be flagged (ORMAT responsibility)

Mayor Pro Tem Wentworth:

- Caution – believes that Kevin is unqualified to speak on matters that are necessary for the issues to be resolved. Doesn't think its fair to put Kevin on the spot since he is a temporary employee of ORMAT.

Supervisor Corless:

- Would like to establish that this is an issue of serious concern for the Town and County – would like to work toward a recreation plan around the CB4 Expansion Project and maybe staff direction to our points of contact (Joel and Matt) and communication back to ORMAT and federal land agencies that are involved.
- Would like to see some clear direction from staff

Mayor Salcido:

- EIR Review – ORMAT agreed to do certain things and very little of this has been done
- Goal is to hold ORMAT responsible for doing what was in the EIR Review

Andy Morris, Town Attorney:

- Towns position is at a bare minimum – ORMAT comply with all the permit conditions and mitigation measures in the environmental documents

Stacey Simon, County Counsel:

- ORMAT – it is incumbent on the project proponent to build their project in compliance with the project description that was analyzed in the environmental document, they do not have leeway or flexibility to deviate from that.
- Determine what the documents said and that is the project that needs to be built unless ORMAT wants to change the project

C. County and Town Support for and Participation in Proposed Mono County Office of Emergency Services

(Robert C. Lawton, CAO, Dan Holler, Town Manager) - County and Town Support for and participation in proposed Mono County Office of Emergency Services.

Action: None.

Robert C. Lawton, Mono County CAO:

- Presented Item

Dan Holler, Town Manager:

- General Support and structure have been outlined
- Benefit of having a centralized OES system in place is in the training and planning side

Supervisor Peters:

- Dedicated source of funding is important

Frank Frievalt:

- Encourages to not lose momentum that we got started under the agreement
- Important to have some strategic guidance
- Risks – must be effective early

Janet Dutcher, Finance Director:

- Provided Jessica for training – since moved on to another position
- Support staff is needed for emergency
- Emergency Funding – Cal OES or FEMA
- Dedicated source of funding is important

Supervisor Corless:

- Fully in Support
- Multi- Agency approach will be necessary

Supervisor Duggan:

- Support
- Communication has changed
- Look at input from the community for new opportunities

Mayor Pro Tem Wentworth:

- Support
- Need to memorialize all the lessons learned and keep the momentum going

D. Update on Radio Communications System Upgrade

(Robert C. Lawton, CAO; Dan Holler, Town Manager) - Update on Countywide Emergency Radio Communications System upgrade.

Action: None.

Bob Lawton, CAO:

- Presented item

Dan Holler, Town Manager:

- California Radio Interoperable System (CRIS) - preferred alternative

Frank Frievalt:

- California Radio Interoperable System (CRIS) – has been in progress for a while with a solid strategic build out and solidified a massive amount of funding

Kirk Hartstrom, Mono County IT Communications Manager

- By the end of (as their best estimate) 2022 CRIS will have a functional system up and running in Mono County
- Dispatch integration is still a puzzle to solve
- County coverage in area where coverage is lacking

Public Comment:

Good Citizen:

- Agrees 100 percent – Believes that don't need a relationship with the state to do so (since it's a Sovereign County)
- Disagrees with any kind of 5G tower – several reports of negativity by 5G towers
- Tower being proposed by AT&T in exchange for funding for a dog park – dog park for \$50,000 wants more transparency

Dan Holler, Town Manager:

Addressed dog park comment:

- Clarifies that the dog park grant was thru T-Mobile and it has nothing to do with requested tower

E. Housing Programs Update

(Robert C. Lawton, CAO; Dan Holler, Town Manager) - Housing Programs updates from the Town of Mammoth Lakes and Mono County.

Action: None.

Sandra Moberly, Town of Mammoth Lakes Community & Economic Development Director:

- Introduced & Presented Item

Nolan Bobroff, Town of Mammoth Lakes Associate Planner – Housing Coordinator:

- Presentation

Robert C. Lawton, Mono County CAO:

- Introduced Sanjay Choudhrie, Mono County Housing Opportunities Manager
- Presented Item from Mono County
- Provided an update of Housing Programs from Mono County includes status of projects
- Status report was a product from the Board of Supervisors dated back to 2018

Sanjay Choudhrie, Mono County Housing Opportunities Manager:

- Sanjay is looking forward to working with the community in the future

Sarah Rea, Councilmember – Town of Mammoth Lakes:

- Requesting to send the councilmember the Power Point Presentation for sharing
- ADU Construction Loan Program – would like to explore

Mayor Pro Tem Wentworth:

- Ideas to discuss with Mono County: Money – the way the town is financed and how to invest

Supervisor Corless:

- Looking forward to Sanjay to help the county
- Public conversation with Forest Service and other land management agencies on short term solutions on Safe Parking

Supervisor Peters:

- Look at every potential avenue to generate revenue

Mayor Pro Tem Wentworth:

- Encourages bringing federal partners into this discussion
- EIFD – Enhanced Infrastructure Financing District: something town has to leverage with the counties participation and generate some revenue assist with housing needs in all of Mono County

Mayor Salcido:

- Would like to walk away with a preliminary plan as to how to continue this close dialog – come up with a way to move forward

Dan Holler, Town Manager:

- Forest Service update - reengaged discussion about short-term and long-term plans for housing and parking issues

Supervisor Jennifer Kreitz

- FHA Financing Approval for buyers – hard to come up with 20 percent for a down payment

Chair Bob Gardner:

- Review for NACo on our resort town housing – blown away by the revenue that they are producing beyond what we are doing, great example
- Suggests a quarterly review on housing

Public Comment:

Good Citizen:

- Don't see enough incentive for homeowners, would like to see more of that and thinks that bring on more success in the housing issues

Mickey Brown:

- Look at how can we come up with a 30-day plan that addresses the most desperate need of underhoused community
- This needs to be a working group of people that are underhoused and the employers that are desperate for housing and they need to be bi-lingual

Mayor Pro Tem Wentworth:

Follow up – staff direction to Dan Holler

Dan Holler, Town Manager:

Follow up – staff direction

- Have regular meetings with Sanjay and Patricia from Mammoth on housing
- Potential funding structure
- Making sure to FHA funding structure
- Working with the Forest Service – people living in their cars
- Ongoing review of what other agencies are doing
- Ongoing look for other funding sources

ADJOURNED AT 7:00 PM.

ATTEST

**BOB GARDNER
CHAIR OF THE BOARD**

**QUEENIE BARNARD
ASSISTANT CLERK OF THE BOARD**

DRAFT SPECIAL MEETING MINUTES

March 15, 2022

Page 8 of 8



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

TIME REQUIRED

SUBJECT Resolution Making Findings under
AB 361 Related to Remote Meetings

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of June 14, 2022 through July 14, 2022.

RECOMMENDED ACTION:

Adopt proposed resolution.

FISCAL IMPACT:

None.

CONTACT NAME: Stacey Simon, County Counsel

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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Staff report
Resolution
Recommendation

History

Time	Who	Approval
6/8/2022 2:34 PM	County Counsel	Yes
6/6/2022 5:12 PM	Finance	Yes

6/10/2022 3:16 PM

County Administrative Office

Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievalt

Deputy County Counsel
Emily R. Fox

**OFFICE OF THE
COUNTY COUNSEL**
Mono County

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Date: June 14, 2022
Re: Resolution Making Findings Under AB 361 through June 2, 2022

Recommended Action

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of June 14, 2022 through July 14, 2022.

Strategic Plan Focus Areas Met

A Thriving Economy Safe and Healthy Communities
 Sustainable Public Lands Workforce & Operational Excellence

Discussion

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

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

The Local Health Officer and the Director of Mono County Public Health have recommended that measures be implemented to promote social distancing, including the holding of virtual meetings. A copy of the memo memorializing that recommendation is included in your agenda materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through July 14, 2022.

In order to continue to meet under those modified rules after July 14, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

Adoption of the proposed resolution *does not require* that the Board utilize the modified teleconference rules of AB 361 to meet remotely, but merely *authorizes* it to do so. Indeed, because the Board has commenced holding hybrid (partially remote, partially in-person) meetings, findings under AB 361 are necessary in order to enable those electing to participate from a remote location to do so under the modified teleconference rules.

If you have any questions regarding this item prior to your meeting, please call me at 760-924-1704.



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
MAKING FINDINGS UNDER AB 361 FOR
THE PERIOD OF JUNE 14, 2022, THROUGH JULY 14, 2022**

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

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

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

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

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

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

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

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

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

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

3 **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under
4 the modified teleconferencing rules set forth in AB 361 through July 14, 2022.

5 **SECTION FIVE:** Staff is directed to return to the Board no later than thirty (30) days
6 after the adoption of this resolution for the Board to consider whether to again make the findings
7 required to continue meeting under the modified teleconference procedures of AB 361 after June
8 16, 2022.

9 **PASSED, APPROVED and ADOPTED** this 14th day of June, 2022, by the following
10 vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

Bob Gardner, Chair
Mono County Board of Supervisors

15
16 ATTEST:

APPROVED AS TO FORM:

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18
19
20 _____
Clerk of the Board

County Counsel



MONO COUNTY HEALTH DEPARTMENT

Public Health

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

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

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

Subchapter 7. General Industry Safety Orders
Introduction

§3205. COVID-19 Prevention.

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

(a) Scope.

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

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

(B) Employees working from home.

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

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

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

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

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

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

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



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Community Development

TIME REQUIRED PUBLIC HEARING: 9:00 AM (20 minutes)

PERSONS APPEARING BEFORE THE BOARD

Bentley Regehr, Planning Analyst

SUBJECT PUBLIC HEARING: Extension of Moratorium on Permitting New Short-term Rentals of Single-Family Residential Units

AGENDA DESCRIPTION:

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

Public hearing to consider proposed ordinance to extend moratorium on short-term and transient rentals in single-family residences.

RECOMMENDED ACTION:

(1) Adopt ORD22-___, an ordinance of the Mono County Board of Supervisors temporarily suspending approval of new short-term and transient rentals of single-family residential units in all land use designations; and (2) Find that the project is exempt from CEQA under CEQA Guidelines sections 15061(b)(3) and 15301, and instruct staff to file a Notice of Exemption.

FISCAL IMPACT:

No impact to current revenues. Unknown amount of forgone revenue from new business licenses, transient occupancy taxes and Housing Mitigation Ordinance fees.

CONTACT NAME: Bentley Regehr

PHONE/EMAIL: 7609244602 / bregehr@mono.ca.gov

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Ordinance

History

Time	Who	Approval
6/9/2022 2:59 PM	County Counsel	Yes
6/8/2022 3:22 PM	Finance	Yes
6/10/2022 3:23 PM	County Administrative Office	Yes

Mono County Community Development

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

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

June 14, 2022

To: Mono County Board of Supervisors

From: Bentley Regehr, Community Development Analyst

Re: EXTENSION OF THE SHORT-TERM RENTAL MORATORIUM

RECOMMENDATION

1. Adopt ORD22-___, an ordinance of the Mono County Board of Supervisors temporarily suspending new short-term and transient rentals of single-family residential units in all land use designations.
2. Find that the project is exempt from CEQA under CEQA Guidelines sections 15061(b)(3) and 15301, and instruct staff to file a Notice of Exemption.

FISCAL IMPACT

Potential loss of revenue from business license fees, transient occupancy taxes, and Housing Mitigation Ordinance fees.

BACKGROUND

On May 3, 2022, staff presented four options to the Board regarding a potential moratorium on short-term and transient rentals:

1. Do not impose a moratorium.
2. Impose a moratorium on new (not existing) short-term rentals in single-family residential units located in eligible residential land use designations.
3. Impose a moratorium on new short-term rentals and transient rentals on all single-family residential units regardless of land use designation.
4. Impose a moratorium on new short-term rentals and transient rentals on all single-family and multi-family residential units regardless of land use designation.

The Board ultimately decided on Option 3, which imposes a moratorium on new short-term and transient rentals on all single-family residential units regardless of land use designation. The moratorium was adopted as an urgency measure under Government Code §65858 and remains in effect for 45 days unless extended.

The Ordinance presented at this meeting proposes to extend the moratorium for up to 22 months and 15 days, meaning that the extension will run through April 29, 2024. The Board may rescind the moratorium anytime prior to its expiration date and a review will occur on December 13, 2022, or sooner to determine whether it should be continued or terminated.

The moratorium allows for the proper study by staff and decision makers of the impacts of short-term and transient rentals and potential options for modifying the County's existing regulations, while preserving existing long-term housing stock by preventing single-family residential housing units from receiving approvals to operate as short-term or transient rentals. During the suspension, staff will analyze the impacts of short-term and transient rentals on long-term housing availability within Mono

County and evaluate possible modifications to Chapter 25 and Chapter 26 of the Mono County General Plan or other applicable regulations.

As directed by the Board at the May 3 meeting, all applications received prior to May 3 would be processed under existing standards and procedures, except applications typically subject to a Director Review Permit would be elevated to a Use Permit. All applications for short-term and transient rentals received after May 3 will not be processed.

CEQA COMPLIANCE

This action is exempt from the California Environmental Quality Act (CEQA) since it does not have the potential for causing a significant effect on the environment in accordance with CEQA Guidelines section 15061(b)(3) (common sense exemption). The project also qualifies under CEQA Guidelines section 15301, Existing Facilities. The moratorium covers existing SFRs that can continue to be used as long-term residences. The prohibition of operating overnight rentals does not change the existing facility or have any environmental impacts.

This staff report was reviewed by the Community Development Director.

ATTACHMENTS:

1. Ordinance ORD 22-__



ORDINANCE NO. ORD22-__

**AN ORDINANCE OF THE MONO COUNTY
BOARD OF SUPERVISORS TEMPORARILY SUSPENDING NEW SHORT-TERM
AND TRANSIENT RENTALS OF SINGLE-FAMILY RESIDENTIAL UNITS
IN ALL LAND USE DESIGNATIONS UNTIL MAY 3, 2024**

WHEREAS, the lack of affordable housing for workforce and full-time residents in Mono County is a current and immediate threat to the public health, safety and welfare, and may be exacerbated by the loss of residential units to nightly rental uses; and

WHEREAS, the Board has identified a need to preserve long-term residential housing stock by limiting nightly rentals; and

WHEREAS, in order to preserve residential housing for potential long-term use while staff and decision makers study the impact of nightly rentals on residential and workforce housing and develop a comprehensive housing strategy for the unincorporated county, including any adjustments to the regulation of nightly rentals, the Board of Supervisors temporarily suspended processing new applications for short-term rentals of single-family residences in all land use designations; and

WHEREAS, the Board of Supervisors held a public hearing to receive public testimony on the matter on May 3, 2022; and

WHEREAS, the Board of Supervisors enacted an emergency 45-day moratorium on May 3, 2022, on all short-term and transient rentals for single-family residences consistent with Government Code §65858; and

WHEREAS, the Board of Supervisors held a public hearing to receive public testimony on a potential extension of the moratorium on June 14, 2022.

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

SECTION ONE: There is a current and immediate threat to the public health, safety and welfare as a result of the continuing conversion of single-family residential housing units within unincorporated Mono County into short-term or transient rentals. Such conversion and use negatively impacts the amount of available long-term housing for residents. Therefore, County processing and/or approval of short-term or transient rental applications for single-family residential units should be temporarily suspended in order to preserve existing housing stock and protect the public safety, health, and welfare of the residents of Mono County while the County analyzes possible revisions to its regulations regarding such uses.

1 **SECTION TWO:** No applications for short-term or transient rentals of single-family
2 residential units under Chapters 25 and 26 of the Mono County General Plan shall be accepted
3 for processing as of May 3, 2022. Any application received prior to that date shall be processed
4 in accordance with County standards in effect at the time of submission. This action is taken to
5 allow for the proper study by staff and decision makers of the impacts of short-term and transient
6 rentals and potential options for modifying the County’s existing regulations, while preserving
7 existing long-term housing stock by preventing single-family residential housing units from
8 receiving approvals to operate as short-term or transient rentals.

9 **SECTION THREE:** During the suspension, staff shall analyze the impacts of short-term
10 and transient rentals on long-term housing availability within Mono County and evaluate
11 possible modifications to Chapter 25 and Chapter 26 of the Mono County General Plan or other
12 applicable regulations. A review and evaluation shall occur at the December 13, 2022, meeting
13 of the Board of Supervisors (or sooner if determined by staff to be warranted), at which time the
14 Board shall determine whether to terminate or continue the suspension.

15 **SECTION FOUR:** This ordinance shall become effective upon adoption pursuant to
16 Government Code section 25123 and shall remain in effect for up to 22 months and 15 days (i.e.,
17 until April 29, 2024) unless earlier terminated by the Board. The Clerk of the Board of
18 Supervisors shall post this ordinance and also publish it or a summary thereof in the manner
19 prescribed by Government Code section 25124 no later than 15 days after the date of its
20 adoption.

21 **SECTION FIVE:** This ordinance is exempt from the California Environmental Quality
22 Act (CEQA) since it does not have the potential for causing a significant effect on the
23 environment in accordance with CEQA Guidelines section 15061(b)(3) (common sense
24 exemption). The project also qualifies under CEQA Guidelines section 15301, Existing
25 Facilities. The moratorium covers existing SFRs that can continue to be used as long-term
26 residences. The prohibition of operating overnight rentals does not change the existing facility or
27 have any environmental impacts.

28 **PASSED, APPROVED and ADOPTED** this 14th day of June, 2022, by the following
29 vote, to wit:

30 **AYES:**

31 **NOES:**

32 **ABSENT:**

ABSTAIN:

Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

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Clerk of the Board

County Counsel



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Mountain View Fire EOC

TIME REQUIRED 10 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Louis Molina, Operations Section
Chief

SUBJECT Mountain View Fire - Termination of
Emergency Declarations

AGENDA DESCRIPTION:

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

Declarations of Local Emergency and Local Health Emergency for the Mountain View Fire.

RECOMMENDED ACTION:

Find that there is no longer a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020) and terminate such declarations.

FISCAL IMPACT:

Now that debris removal efforts on properties which are potentially eligible for reimbursement and/or within the ability of the County to address, are complete, there is no longer a need to seek state or federal disaster assistance, and no longer a need to retain the emergency declarations.

CONTACT NAME: Stacey Simon

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time	Who	Approval
6/9/2022 8:12 AM	County Counsel	Yes
6/10/2022 6:53 AM	Finance	Yes
6/10/2022 3:15 PM	County Administrative Office	Yes

County Counsel
Stacey Simon

Assistant County Counsel
Christopher L. Beck
Anne L. Frievalt

Deputy County Counsel
Emily Fox

**OFFICE OF THE
COUNTY COUNSEL**

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

Telephone
760-924-1700

Risk Manager
Jay Sloane

Paralegal/Office Manager
Kevin Moss

To: Board of Supervisors
From: Stacey Simon
Re: Review of Emergency Declarations – Mountain View Fire

Recommended Action

Hear update regarding status of Mountain View Fire response and recovery. Find that there no longer a need to continue the local state of emergency declared on November 17, 2020 and/or the local health emergency declared on November 19, 2020 (ratified by the Board on November 24, 2020) and terminate such declarations.

Strategic Plan Focus Areas Met

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

Discussion

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

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

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

1. Declaration of Local Health Emergency

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

All properties affected by the Mountain View Fire, in the County's jurisdiction and identified for cleanup, which have granted a Right of Entry to CalOES, have been remediated. Unaddressed properties, all of which have had the initial hazwaste sweep completed, either reside on tribal lands or have not opted to pursue assistance for cleanup. The mission objective of the Emergency Operations Center of neutralizing the impact of the wildfire and setting conditions to re-establish everyday life in Walker have been completed. As such, staff recommends terminating the declaration of local health emergency.

2. Declaration of Local Emergency

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat. Maintaining the declaration of local emergency has allowed the County the option to seek assistance and remediate unaddressed properties. However, this final property does not currently have plans for remediation while seeking reimbursement from the State under Title 19. Such reimbursement would depend on signed statements from the property owners permitting entry for the purpose of remediation. As the open period for assistance from CalOES has closed on assistance for this event, the state funded remediation option is no longer available. This property does not pose conditions of extreme peril. Therefore, staff recommends terminating the declaration of local emergency.

Attachments:

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

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

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

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

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

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

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

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

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

NOES: None.

ABSENT: None.

ABSTAIN: None.

Stacy Corless, Chair
Mono County Board of Supervisors

ATTEST:

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

Clerk of the Board

APPROVED AS TO FORM:

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

County Counsel



MONO COUNTY HEALTH DEPARTMENT

LOCAL PUBLIC HEALTH ORDER

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

IT IS SO ORDERED:

Date: November 19, 2020

Thomas Boo, MD

Dr. Tom Boo
Mono County Public Health Officer

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

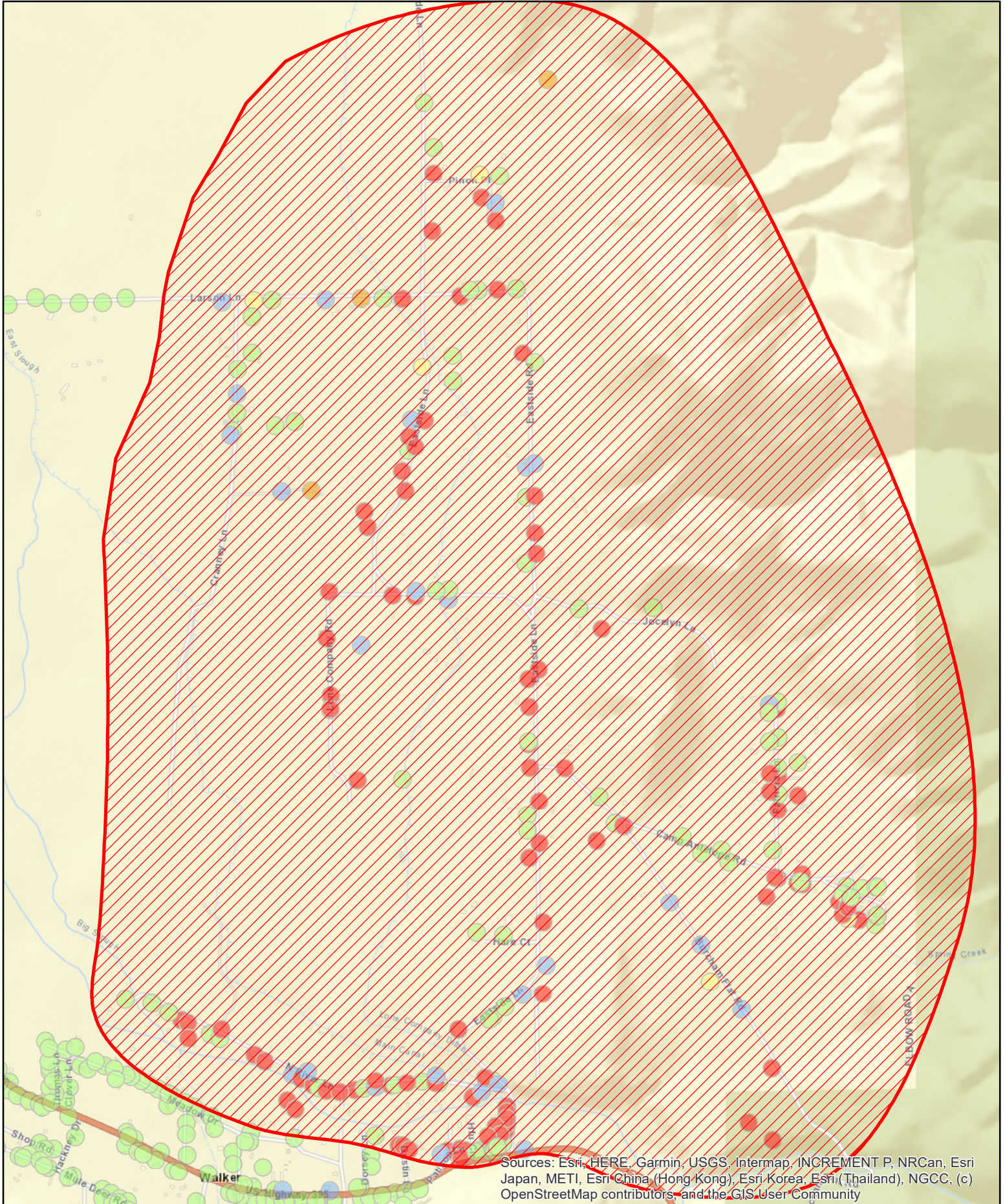


CURRENT EVACUATION AREA

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

For updates visit

<https://on.mono.ca.gov/mountainviewfire>



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



R20-102

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

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

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

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

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

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

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

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

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

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 


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

16 **ATTEST:**

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

20 Clerk of the Board

21 **APPROVED AS TO FORM:**

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

25 County Counsel



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Behavioral Health

TIME REQUIRED 40 minutes (20 minute presentation, 20 minute discussion) **PERSONS APPEARING BEFORE THE BOARD** Amanda Greenberg and Robin Roberts

SUBJECT Mental Health Services Act FY 22-23 Annual Update

AGENDA DESCRIPTION:

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

Presentation by Amanda Greenberg and Robin Roberts regarding the Mental Health Services Act FY 22-23 Annual Update.

RECOMMENDED ACTION:

(1) Receive staff presentation on Annual Update; (2) review and approve Annual Update; and (3) provide any other direction to staff.

FISCAL IMPACT:

The MHSA 2022-2023 Annual Update outlines the planned expenditure of approximately \$3,200,000 of funding from the Mental Health Services Act, plus a one-time expenditure of approximately \$1,500,000 housing project funds. MCBH anticipates that it will realize increased Medi-Cal revenues by FY 2022-2023 that will also help offset some MHSA costs. There is no impact to the General Fund.

CONTACT NAME: Amanda Greenberg

PHONE/EMAIL: 7609241754 / agreenberg@mono.ca.gov

SEND COPIES TO:

agreenberg@mono.ca.gov

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
MHSA FY 22-23 Annual Update Draft for Public Comment
Presentation

History

Time	Who	Approval
6/7/2022 11:45 AM	County Counsel	Yes
6/6/2022 5:04 PM	Finance	Yes
6/10/2022 3:23 PM	County Administrative Office	Yes



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

TO: Mono County Board of Supervisors

FROM: Amanda Greenberg, Mono County Behavioral Health Program Manager

DATE: May 19, 2022

SUBJECT:

Mono County Behavioral Health FY 2022-2023 Mental Health Services Act Annual Update

RECOMMENDED ACTION:

(1) Receive staff presentation on Annual Update; (2) review and approve Annual Update; and (3) provide any other direction to staff.

DISCUSSION:

The Mental Health Services Act (MHSA) Three-Year Plan and Annual Update are required by the California Department of Health Care Services to report how Mono County Behavioral Health (MCBH) plans to spend its MHSA funding. This funding is from Proposition 63, the "Millionaires Tax," and the amount that MCBH receives varies from year to year. The report is broken down into the five categories of the MHSA: Community Services and Supports, Prevention and Early Intervention, Innovation, Workforce Education and Training, and Capital Facilities and Technological Needs.

The public hearing for this Annual Update will be held on June 16, 2022, as part of the standing Behavioral Health Advisory Board meeting. MCBH's MHSA 2022-2023 Annual Update was designed after soliciting resident, consumer, and community partner input. This plan is a comprehensive look at what is needed in our communities as it relates to mental health, as well as the programs and services MCBH has developed to meet those needs. Additionally, this update provides a progress report of MHSA activities completed in FY 2021-2022.

Finally, this Annual Update contains the following state-required supplemental components: Prevention and Early Intervention Evaluation Reports (Aggregated Data) and the Annual Innovative Project Reports.

FISCAL IMPACT:

The MHSA 2022-2023 Annual Update outlines the planned expenditure of approximately \$3,200,000 of funding from the Mental Health Services Act, plus a one-time expenditure of approximately \$1,500,000 housing project funds. MCBH anticipates that it will realize increased

Medi-Cal revenues by FY 2022-2023 that will also help offset some MHSA costs. There is no impact to the General Fund.

SUBMITTED BY:

Amanda Greenberg, Program Manager, Contact: 760.924.1740



Supporting You On Your Path
Apoyandote En Tu Camino

Mono County Behavioral Health
Mental Health Services Act (MHSA)
FY 2022-2023 Annual Update

Final Draft for Board of Supervisors Approval: Completed
June 7, 2022

Including the following Supplemental Reports:
Prevention and Early Intervention Evaluation Report
(Aggregated Data)
Annual Innovative Project Reports



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EXECUTIVE SUMMARY

Welcome! Our Mental Health Services Act (MHSA) Annual Update is here to provide you, our community members, with information about the incredible programming that Mono County Behavioral Health (MCBH) is able to provide thanks to our MHSA funding.

The MHSA is a one percent tax on millionaires in California and funds programs in five different categories: Community Services and Supports (CSS), Prevention and Early Intervention (PEI), Innovation (INN), Workforce Education and Training (WET), and Capital Facilities and Technological Needs (CF/TN). Through each of these categories, MCBH is able to meet different community needs that are identified as part of our Community Program Planning Process.

MCBH is proud to present its fiscal year 2022-2023 Annual Update, which provides a progress report of MHSA activities for the 2021-2022 fiscal year and an overview of current or proposed MHSA programs planned and/or underway for the 2022-2023 fiscal year. This report will also provide you with specific data and information about our PEI and our Innovation programs.

A note about COVID-19, staffing, and racial equity:

Spring 2020 brought many changes for MCBH and our communities. In response to the COVID-19 pandemic, MCBH made a number of quick pivots in its MHSA programs, staffing, and ways of delivering services. While some programs and activities have returned to their “pre-COVID normal,” others have not. For example, as of February 2022, MCBH was still providing the majority of its clinical services via telehealth. For many clients, this change in service delivery had a positive effect – allowing them to attend sessions without traveling or facing the stigma associated with walking into a County facility. In other cases, individuals (especially youth) didn’t have a private place to talk or missed the connection gained from face-to-face contact. Despite going through the stressors of the pandemic themselves, MCBH staff have done a remarkable job of linking clients to community resources and providing quality services and programs.

Finally, in these divided times, MCBH has prioritized justice, equity, diversity, and inclusion within its department, including the creation of a Racial Equity Committee, participation in implicit bias trainings, and the integration of a set of core values designed to promote a more equitable team. Thank you for taking the time to read our plan, and we hope that you provide us with feedback on our work!

Resumen Ejecutivo

¡Bienvenidos! Nuestra Actualización Anual de la Ley de Servicios de Salud Mental (MHSA) está aquí para brindarles a ustedes, los miembros de nuestra comunidad, información sobre la increíble programación que Mono County Behavioral Health (MCBH) puede brindar gracias a nuestros fondos de MHSA.

El MHSa es un impuesto del uno por ciento sobre los millonarios en California y financia programas en cinco categorías diferentes: Servicios y Apoyos Comunitarios (CSS), Prevención e Intervención Temprana (PEI), Innovación (INN), Educación y Capacitación Laboral (WET) y Capital Instalaciones y Necesidades Tecnológicas (CF / TN). A través de cada una de estas categorías, MCBH puede satisfacer diferentes necesidades de la comunidad que se identifican como parte de nuestro proceso de Planificación del Programa Comunitario.

Especialmente después de un año tan desafiante, MCBH se enorgullece de presentar su Plan Trienal 2020-2023 combinado y la Actualización Anual 2022-2023, que proporciona un informe de progreso de las actividades de la MHSa para el Año Fiscal 2021-2022 y una descripción general de las actividades actuales o propuestas. Programas MHSa planificados y / o en curso para los Años Fiscales 2022-2023. Este informe también le proporcionará datos e información específicos sobre nuestro PEI y nuestros programas de Innovación.

Una nota sobre COVID-19, personal y equidad racial:

La primavera de 2020 trajo muchos cambios para MCBH y nuestras comunidades. En respuesta a la pandemia de COVID-19, MCBH realizó una serie de cambios rápidos en sus programas, personal y formas de brindar servicios de la MHSa. Si bien algunos programas y actividades han vuelto a su "normalidad anterior a COVID", otros no. Por ejemplo, en febrero de 2022, MCBH aún brindaba la mayoría de sus servicios clínicos a través de telesalud. Para muchos clientes, este cambio en la prestación de servicios tuvo un efecto positivo, ya que les permitió asistir a las sesiones sin viajar ni enfrentar el estigma asociado con ingresar a una instalación del condado. En otros casos, las personas (especialmente los jóvenes) no tenían un lugar privado para hablar o se perdían de la conexión que se obtenía del contacto cara a cara. A pesar de pasar por los factores estresantes de la pandemia, el personal de MCBH ha hecho un trabajo notable al vincular a los clientes con los recursos de la comunidad y brindar servicios y programas de calidad.

Finalmente, en estos tiempos divididos, MCBH ha priorizado la justicia, la equidad, la diversidad y la inclusión dentro de su departamento, incluida la creación de un Comité de Equidad Racial, la participación en capacitaciones sobre prejuicios implícitos y la integración de un conjunto de valores fundamentales diseñados para promover un equipo más equitativo. ¡Gracias por tomarse el tiempo de leer nuestro plan y esperamos que nos brinde comentarios sobre nuestro trabajo!

Si está leyendo este resumen en español y está interesado en obtener más información sobre nuestro plan, llame al 760-924-1740 para programar una cita para hablar con el personal de MHSa de habla hispana.

MHSA COUNTY FISCAL ACCOUNTABILITY & PROGRAM CERTIFICATIONS ANNUAL UPDATE FY 22-23

MHSA COUNTY FISCAL ACCOUNTABILITY CERTIFICATION¹

County/City: Mono

- Three-Year Program and Expenditure Plan
- Annual Update
- Annual Revenue and Expenditure Report


<p>Local Mental Health Director</p> <p>Name: Robin K. Roberts Telephone Number: 760-924-1740 Email: rroberts@mono.ca.gov</p>	<p>County Auditor-Controller</p> <p>Name: Janet Dutcher Telephone Number: 760-932-5494 Email: jdutcher@mono.ca.gov</p>
<p>Local Mental Health Mailing Address:</p> <p>Mono County Behavioral Health PO Box 2619 / 1290 Tavern Road Mammoth Lakes, CA 93546</p>	

I hereby certify that the Three-Year Program and Expenditure Plan, Annual Update or Annual Revenue and Expenditure Report is true and correct and that the County has complied with all fiscal accountability requirements as required by law or as directed by the State Department of Health Care Services and the Mental Health Services Oversight and Accountability Commission, and that all expenditures are consistent with the requirements of the Mental Health Services Act (MHSA), including Welfare and Institutions Code (WIC) sections 5813.5, 5830, 5840, 5847, 5891, and 5892; and Title 9 of the California Code of Regulations sections 3400 and 3410. I further certify that all expenditures are consistent with an approved plan or update and that MHSA funds will only be used for programs specified in the Mental Health Services Act. Other than funds placed in a reserve in accordance with an approved plan, any funds allocated to a county which are not spent for their authorized purpose within the time period specified in WIC section 5892(h), shall revert to the state to be deposited into the fund and available for counties in future years.

I declare under penalty of perjury under the laws of this state that the foregoing and the attached plan/update/revenue and expenditure report is true and correct to the best of my knowledge.

Robin K. Roberts		Feb 4, 2022
Local Mental Health Director (PRINT)	Signature	Date

I hereby certify that for the fiscal year ended June 30, 2020, the County/City has maintained an interest-bearing local Mental Health Services (MHS) Fund (WIC 5892(f)); and that the County's/City's financial statements are audited annually by an independent auditor and the most recent audit report is dated for the fiscal year ended June 30, 2020. I further certify that for the fiscal year ended June 30, 2021, the State MHSA distributions were recorded as revenues in the local MHS Fund; that County/City MHSA expenditures and transfers out were appropriated by the Board of Supervisors and recorded in compliance with such appropriations; and that the County/City has complied with WIC section 5891(a), in that local MHS funds may not be loaned to a county general fund or any other county fund. I declare under penalty of perjury under the laws of this state that the foregoing, and if there is a revenue and expenditure report attached, is true and correct to the best of my knowledge.

Janet Dutcher		Feb 8, 2022
County Auditor Controller (PRINT)	Signature	Date

¹ Welfare and Institutions Code Sections 5847(b)(9) and 5899(a)

MHSA COUNTY PROGRAM CERTIFICATION

MHSA COUNTY PROGRAM CERTIFICATION¹

County/City: Mono

Three-Year Program and Expenditure Plan

Annual Update

Annual Revenue and Expenditure Report

Local Mental Health Director Name: Robin K. Roberts Telephone Number: 760-924-1740 Email: rroberts@mono.ca.gov	Program Lead Name: Amanda Greenberg Telephone Number: 760-924-1754 Email: agreenberg@mono.ca.gov
Local Mental Health Mailing Address: Mono County Behavioral Health PO Box 2619 / 1290 Tavern Road Mammoth Lakes, CA 93546	

I hereby certify that I am the official responsible for the administration of county/city mental health services in and for said county/city and that the County/City has complied with all pertinent regulations and guidelines, laws and statutes of the Mental Health Services Act in preparing and submitting this Three-Year Program and Expenditure Plan and/or Annual Update, including stakeholder participation and nonsupplantation requirements.

The Three-Year Program and Expenditure Plan and/or Annual update has been developed with the participation of stakeholders, in accordance with Welfare and Institutions Code Section 5848 and Title 9 of the California Code of Regulations section 3300, Community Planning Process. The draft Three-Year Program and Expenditure Plan and/or Annual Update was circulated to representatives of stakeholder interests and any interested party for 30 days for review and comment and a public hearing was held by the local mental health board. All input has been considered with adjustments made, as appropriate. The annual update and expenditure plan, attached hereto, was adopted by the County Board of Supervisors on June 14, 2022.

Mental Health Services Act funds are and will be used in compliance with Welfare and Institutions Code section 5891 and Title 9 of the California Code of Regulations section 3410, Non-Supplant.

All documents in the attached Three-Year Program and Expenditure Plan and/or Annual Update are true and correct.

Robin K. Roberts
 Local Mental Health Director (PRINT)

TO BE COMPLETED FOLLOWING BOS APPROVAL
 Signature Date

BOARD OF SUPERVISORS APPROVAL

To view the presentation and further information about this Annual Update by the Mono County Board of Supervisors on June 14, 2022, please visit the following link:

- TO BE COMPLETED FOLLOWING BOS PRESENTATION/APPROVAL

DRAFT

MONO COUNTY SNAPSHOT & CAPACITY OVERVIEW

Mono County is a frontier county, bordering the state of Nevada to the north and east and the Sierra Nevada Mountains to the west. Other than Mammoth Lakes, with a year-round population of 8,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. The northern part of the county includes the small towns of Topaz, Walker, and Coleville. Bridgeport, the county seat, is 35 miles south of these three small communities. The central part of the county includes the communities of Lee Vining, June Lake, Crowley Lake, the Wheeler Crest communities, and Mammoth Lakes. In the southeast sector lie Benton and Chalfant.

According to 2020 Census statistics, the total population of Mono County is 14,444, a slight increase since the 2010 Census. Other than Mammoth Lakes, which has a year-round population of approximately 8,000, the remainder of the county consists of small communities ranging in population from less than 300 to about 1,200 people. To illustrate the vastness of the county, there are approximately 4.6 people per square mile.

The ethnic distribution of Mono County is 27.6 percent Hispanic/Latinx 2.9 percent American Indian and Alaska Native, 0.8 percent Black or African American, 1.8 percent Asian, 0.8 percent Native Hawaiian/Other Pacific Islander/Other/Unknown, and 65.3 percent Caucasian. The county is comprised of 46.9% percent female residents and 53.1% percent male residents.

Mono County has one threshold language: Spanish. Per MCBH's Cultural and Linguistic Competence Plan and other related policies and procedures, the Department ensures that services are available in Spanish and that flyers and community materials are provided in Spanish as well. As is evident in the assessment of current capacity below, MCBH has a diverse staff with approximately 45 percent bilingual English-Spanish speakers.

Mono County defines its underserved populations based on 9 CCR § 3200.300. "Underserved" means clients of any age who have been diagnosed with a serious mental illness and/or serious emotional disturbance and are receiving some services, but are not provided the necessary or appropriate opportunities to support their recovery, wellness and/or resilience. When appropriate, it includes clients whose family members are not receiving sufficient services to support the client's recovery, wellness and/or resilience. These clients include, but are not limited to, those who are so poorly served that they are at risk of homelessness, institutionalization, incarceration, out-of-home placement or other serious consequences; members of ethnic/racial, cultural, and linguistic populations that do not have access to mental health programs due to barriers such as poor identification of their mental health needs, poor engagement and outreach, limited language access, and lack of culturally competent services; and those in rural areas, Native American rancherias and/or reservations who are not receiving sufficient services.

Mono County defines its unserved populations based on 9 CCR § 3200.310. "Unserved" means those individuals who may have serious mental illness and/or serious emotional disturbance and

are not receiving mental health services. Individuals who may have had only emergency or crisis-oriented contact with and/or services from the County may be considered unserved.

Mono County's inhabited areas range in altitude from 5,000 to 8,500 feet; winters can be long and harsh with occasional road closures. Residents primarily earn their livelihoods through government service and retail trades related to tourism and agriculture. Due to the dependence on tourism, Mono County's small business owners were especially hard hit by COVID-19. For median household income, the U.S. Census lists median household income for time period 2015-2020 in Mono County at \$75,235. In comparison, the statewide average for this same time period is listed at \$77,358. Thus, this data indicates that Mono County's median household income is, on average, \$2,123 less than the statewide average. The U.S. census for the same time periods indicated above list that 11.5 percent of Mono County residents live in poverty. The median value of owner-occupied housing units is \$505,000. Schools are located in Coleville, Bridgeport, Lee Vining, Benton, and Mammoth Lakes, each school is approximately 25-45 miles from the next. Mono County has three school districts: Mammoth Unified School District (MUSD), Eastern Sierra Unified School District (ESUSD), and Mono County Office of Education (MCOE).

Several of Mono County's communities are year-round resorts and include multi-million-dollar homes belonging to second homeowners. However, many year-round residents struggle to make ends meet, often holding more than one job. Additionally, the Mammoth Lakes tourist-related businesses, such as the ski area, promulgate a resort atmosphere that normalizes excessive alcohol consumption.

Assessment of Current Capacity/Workforce Needs Assessment

Part of Mono County Behavioral Health's (MCBH's) mission is to bring together representatives from Mono County communities and ask these representatives to take a leadership role in identifying and resolving community health needs. In this assessment of current capacity, MCBH will examine current capacity within its department, as well as capacity of key community partners that also promote health and wellness. As will be outlined in this report, MCBH has a number of successful programs ranging from its Full Service Partnership program to its Community Engagement programs that target underserved populations. Programs from previous years that are being continued or expanded in this Annual Update take into account the department's current and future capacity. Where necessary, the report outlines where additional capacity will need to be developed to meet programmatic goals and community needs.

Please see Capacity Table 1 below for an overview of staffing planned for FY 22-23. As of the writing of this report (Spring 2022), is nearly fully staffed but is still seeking additional staff in order to be able to fully implement the MHS A programs that are outlined in this plan.

In FY 21-22, MCBH continued its process of moving toward racial equity by creating a Racial Equity Committee that will institutionalize the work the team did through a series of workshops led by Dr. Jei Africa. This process has helped lead team members to a greater understanding of such concepts as white fragility, systemic racism, and implicit bias. As MCBH becomes a leader in this work internally, staff are being called to participate in the County-wide Justice, Equity, Diversity,

and Inclusion Committee and is using the Cultural Outreach Committee to move the needle forward among community partners.

Approximately 38% of the Department's staff are bilingual (English/Spanish) and 38% identify as Latinx. MCBH believes that its ability to provide services across our programs is greatly enhanced if we have bilingual/bicultural staff. This is especially true for licensed staff and interns. In FY 20-21 and FY 21-22, MCBH hired individuals of other backgrounds and ethnicities as well as members of the LGBTQ+ community and clients/family members. The Department's current staffing, as well as its dedication to hiring diverse and bilingual staff are both major strengths in terms of meeting the needs of racially and ethnically diverse populations.

In addition to offering a preference to Spanish speaking employees, MCBH is dedicated to supporting the growth and professional development of existing staff, especially bilingual staff, interested in pursuing degrees and/or licensure – an important component of our WET program. MCBH currently helps promote this effort through financial incentive programs in an effort to “grow our own.” MCBH has a remarkably high Hispanic penetration rate, (almost 30 percent are Latino/Hispanic) and the department believes that its dedication to hiring bilingual/bicultural staff is one of the reasons for this achievement. For penetration rate data and count of Medi-Cal beneficiaries served, including Mono County's Hispanic penetration rate, please see Appendix A. For more information on how MCBH is serving our underserved communities, our cultural and linguistic competence plan provides a great deal of information.

As indicated in the table below, MCBH considers all its positions difficult to recruit and retain including but not limited to: Director, Clinical Supervisor, Program Manager, Staff Services Analyst, Case Manager, Wellness Center Associate, Substance Use Disorder (SUD) Supervisor, Accountant, Behavioral Health Services Coordinator, Psychiatric Specialist, SUD Counselor, Fiscal & Technical Specialist, Quality Assurance Coordinator, Medical Director, and Psychiatrist.

Mono County is a small, rural county that is isolated in the Sierra Nevada Mountains; additionally, the county is often not able to offer wages for these positions that are competitive with larger counties or private organizations. Finally, due to stressors typical to a rural environment (isolation, lack of resources, limited transportation), the need for services in hard-to-serve outlying areas continues to be a challenge. MCBH counters this challenge by offering such programs as its Financial Incentive Program.

Approximately half of MCBH's staff report that they are a current or former consumer of mental health or substance use services and/or a family member of a current or former consumer of mental health or substance use services. When hiring, priority is given to consumers and family members of consumers for all positions. “Lived experience” is essential to informing all of MCBH's work.

To examine capacity within the community, MCBH also listed partner agencies, organizations, and coalitions (see Capacity Tables 2-3 below). In some cases, the relationships between MCBH and the partner are strong and in other cases the relationships could be strengthened. In hiring additional staff, MCBH hopes to increase the department's ability to bridge the gap in some of

these relationships. The agencies in each of these tables strive to meet the needs of racially and ethnically diverse populations in Mono County by hiring native Spanish speakers, offering interpretation services, reaching out to geographically isolated areas, hiring individuals with lived experience, and developing programs and trainings that specifically target the inclusion of diverse populations.

One of the coalitions with the most capacity is the Behavioral Health Advisory Board, which is comprised of representatives from Mammoth Lakes Police Department, the Mono County Sheriff's Office, and local non-profit organizations. It also includes two clients/family members of clients and one County Supervisor (though she is not representing the Board). This committee is involved in MCBH's program planning and includes a wide range of community partners.

In Fall 2018 MCBH participated in the OSHPD (now HCAI) Workforce Needs Assessment Survey that informed the 2020-2025 WET Five-Year Plan Process.

The 2020-2025 WET Five-Year Plan may be found:

- <https://hcai.ca.gov/wp-content/uploads/2020/10/WETFive-YearPlan.pdf>

Planned Staffing for FY 2022-2023

Position	Category	FTE	Language(s)	Difficult to Recruit/Retain	Priority to Client/Family Member
Director	Managerial/Supervisory Licensed Mental Health Staff	1	English	Y	Y
Staff Services Analyst III	Managerial/Supervisory	1	English Spanish	Y	Y
Program Manager	Managerial/Supervisory	.8	English	Y	Y
Staff Services Analyst III (Wellness Centers)	Managerial/Supervisory	1	English	Y	Y
SUD Supervisor	Managerial/Supervisory SUD Personnel	1	English	Y	Y
Clinical Supervisor	Managerial/Supervisory Licensed Mental Health Staff	1	English Spanish	Y	Y
Psychiatric Specialist III	Managerial/Supervisory Licensed Mental Health Staff	1	This position is vacant	Y	Y
Psychiatric Specialist I	Mental Health Staff	1	English	Y	Y
Psychiatric Specialist II (Spanish-speaking)	Mental Health Staff	1	This position is vacant	Y	Y
Psychiatric Specialist I	Mental Health Staff	.8	English	Y	Y

Behavioral Health Services Coordinator II	Mental Health Staff	1	English Spanish	Y	Y
Behavioral Health Services Coordinator I	Mental Health Staff	1	English	Y	Y
Case Manager III (Telepsychiatry Coordinator)	Mental Health Staff	1	English Spanish	Y	Y
Behavioral Health Services Coordinator III	Mental Health Staff	1	English Spanish	Y	Y
Case Manager III	Mental Health Staff	1	English Spanish	Y	Y
SUD Counselor III	SUD Personnel	1	English	Y	Y
SUD Counselor III	SUD Personnel	1	This position is vacant	Y	Y
Wellness Center Associate (Mammoth/Benton)	Mental Health Staff	.25	This position is vacant	Y	Y
Case Manager III (Walker)	Mental Health Staff	.8	English	Y	Y
Case Manager III (Bridgeport)	Mental Health Staff	1	This position is vacant	Y	Y
Wellness Center Associate (Walker)	Mental Health Staff	.25	English	Y	Y

Wellness Center Associate (Mammoth: Yoga)	Mental Health Staff	.1	English	Y	Y
Wellness Center Associate (Bridgeport)	Mental Health Staff	.45	English	Y	Y
Wellness Center Associate (Mammoth)	Mental Health Staff	.1	English	Y	Y
Fiscal Technical Specialist IV	Support Staff	1	English Spanish	Y	Y
Fiscal Technical Specialist III	Support Staff	1	English Spanish	Y	Y
Fiscal Technical Specialist III	Support Staff	1	English Spanish	Y	Y
QA/QI Coordinator III	Other Health Care Professional	1	English	Y	Y
Staff Services Analyst II (Data)	Support Staff	1	English	Y	Y
QA/QI Coordinator II (SUD)	Support Staff	1	English Spanish	Y	Y
Accountant II/Staff Services Manager	Support Staff/ Managerial/Supervisory	1	English	Y	Y
Psychiatry via Telemedicine (contract with North American)	Licensed Mental Health Staff	.25	English	Y	Y

Medical Services (NAMHS))					
Physician's Assistant for Psychiatry via Telemedicine (contract with NAMHS)	Other Health Care Professional	.1	English	Y	Y
Therapy via Telemedicine (contract with NAMHS)	Licensed Mental Health Staff	.3	English	Y	Y
Public Health Officer/Medical Director	Other Health Care Professional	.25	English	Y	Y

*Please also see MCBH's Cultural Competence Plan for additional information on current staffing and MCBH's justice, equity, diversity, and inclusion efforts.

Additional information as required by 9 CCR § 3830 (Partial – to be fully completed per the five-year timeline in upcoming Three-Year Plan)

- Estimate of the number of additional positions needed: See vacant positions in table above
- Estimate of the number of positions the County determines to be hard-to-fill or for which it is hard to retain staff: All positions
- Estimate of the number of positions for which recruitment priority is given to clients and/or family members of clients: All positions
- Languages in which staff proficiency is required to ensure access to and quality of public mental health services for individuals whose primary language is not English: Spanish
- The number of staff who are proficient in Spanish: See table above

Capacity Table 2. Mono County Agencies

Agency	Purpose/Mission	Who is served?
Mono County Public Health	“The Public Health Department provides services that support the health and safety of Mono County residents including immunizations, HIV and other sexually transmitted diseases programs, communicable disease prevention and surveillance, tuberculosis program, health promotion, emergency preparedness, California Children’s Services (CCS), Child Health and Disability Prevention Program (CHDP), Women Infant and Children (WIC), services for women and children, safety programs and much more.”	Mono County residents
Mono County Social Services	“Our mission is to serve, aid, and protect needy and vulnerable children and adults residing in Mono County in ways that strengthen and preserve families, encourage personal responsibility, and foster independence.”	Needy and vulnerable children and adults
Mono County Office of Education	<i>“Mono County Office of Education is committed to serving students, schools and communities by providing and supporting exemplary educational programs in a professional and fiscally-sound manner in order to foster healthy and productive individuals.”</i>	Mono County students, schools, and communities
Mono County District Attorney	“The Mono County Office of the District Attorney promotes and protects the public peace and safety of Mono County, California.”	Mono County community
Mono County Sheriff	“The Mono County Sheriff’s Office is committed to providing the highest level of professional law enforcement services to enhance the quality of life for the citizens and visitors of Mono County.”	Mono County residents and guests
Mammoth Lakes Police Department	“The Mammoth Lakes Police Department’s mission is to provide quality law enforcement services, while building partnerships to prevent crime, maintain public trust and enhance the quality of life throughout town.”	Mono County residents and guests
Mono County Probation	The mission of the Mono County Probation Department is to ensure the safety of the residents of Mono County by providing community-based supervision and rehabilitation through a multi-disciplinary approach to persons being convicted or adjudicated of a crime.	Mono County probationers and community
Eastern Sierra Unified School District (ESUSD)	“We as students, parents, community members and educators together will inspire and challenge each of our students to pursue personal excellence, to contribute positively to society, and to sustain a passion for learning.”	Mono County students and parents/guardians
Mammoth Unified School District (MUSD)	“Mammoth Unified School District is committed to supporting students’ individual needs and preparing them for the future by instilling them with confidence. Our school district encourages all students to push themselves to achieve and develop socially, emotionally, physically and academically. The parents and staff are very involved in our students’ learning, recognizing their challenges and successes, while nurturing their individual talents and celebrating their diversity.”	Mono County students and parents/guardians

Capacity Table 3. Mono County Community Partner Organizations and Coalitions

Organization/Coalition	Purpose/Mission	Who is served?
Behavioral Health Advisory Committee	“Supporting individuals by promoting recovery, self-determination, and wellness in all aspects of life.”	Mono County community, MCBH clients
Cultural Outreach Committee	As for the Cultural Outreach Committee, it has served as a safe place for community members to come together and share ideas that are equitable, culturally, and linguistically appropriate for our Mono County people.	Underserved members of the Mono County Community
Mono County Justice, Equity, Diversity, and Inclusion Committee	The JEDI commission has been established and the group is now paving the way to provide and participate in trainings that are data driven, with the goal of educating county employees on structural racism, justice, equity, and diversity in the county workplace.	Mono County employees
Mammoth Hospital	“To promote the well-being and improve the health of our residents and guests.”	Mono County residents and guests
Toiyabe Indian Health Project	Toiyabe is a consortium of seven federally recognized Tribes and one Native American community and serves as a valuable resource in our remote Eastern Sierra communities.	Tribal members
Wild Iris Family Counseling and Crisis Center	“Wild Iris is dedicated to promoting a safer community by empowering and restoring the independence of those affected by domestic violence, sexual assault and child abuse. Our vision is for non-violent relationships based on dignity, respect, compassion, and equality.”	Individuals affected by domestic violence, sexual assault, and child abuse
Student Attendance Review Board (SARB)	“The Board helps truant or recalcitrant students and their parents/guardians solve school attendance and behavior problems through the use of available school and community resources.”	Truant or recalcitrant students and their parents/guardians
Mammoth Mountain Ski Area	Mammoth Mountain provides recreational opportunities for residents and guests. It also serves as a major employer of permanent and temporary (sometimes transient) employees in Mono County.	Mono County guests and residents (permanent and temporary)
First Five Commission	“First 5 Mono County will be a leader in a community-oriented and family-centered support network for children prenatal to age five and their families, and is charged with improving outcomes in children’s health, safety, and learning.”	Children pre-natal to age five and their families

COMMUNITY PROGRAM PLANNING PROCESS

A critical step in the MHSa Annual Update is engaging community stakeholders so that they can provide input on the allocation of the county's MHSa funds. For this Annual Update, MCBH participated in and facilitated a focus group with key stakeholders, administered a community survey, held several key informant interviews, and invited participants of wellness activities and community programs to participate in a dot exercise/survey/idea sharing. Additionally, MCBH has integrated information from other community data sources, including the California Healthy Kids Survey, the Mono County First 5 Strategic Plan, and the IMACA Community Needs Assessment Survey.

The data from these engagement methods and a summary of the results of each are outlined below. This variety of information-gathering processes make up the department's unique CPP process. The Program Manager, Amanda Greenberg, MPH, is charged with conducting and/or supervising the planning and data collection for the CPP. For a description of her duties, including the requirement of an annual mental health needs assessment (the CPP), please see Appendix F. Please note that MCBH provides training on the Community Program Planning Process (CPP) to staff members and its Behavioral Health Advisory Board (see below and Appendix C). Additionally, when MCBH conducts focus groups, staff provide a short overview training of the MHSa and how the input that participants provide will be used to design and plan programs.

Overview of the Behavioral Health Advisory Board

One of the most important components of the Community Program Planning Process and a key part of the Department's stakeholder involvement year-round is its Behavioral Health Advisory Board (BHAB). This group, which is comprised of community partners, clients/family members of clients, and other community members has robust attendance and participation during its meetings every other month. Moreover, the BHAB is constantly working to recruit additional members from the County's un/underserved communities.

The partnership that exists between the Behavioral Health Department and the BHAB is truly collaborative and the BHAB has shown its dedication to being involved in all aspects of the Department's operations, including policy, monitoring, quality improvement, evaluation, and budget. Beginning in December 2021, the Behavioral Health Department began ensuring that the BHAB agendas clearly labeled when items involved these specific topics. The Department looks forward to reporting again on the BHAB's involvement in these important areas in the next Three-Year Plan/Annual Update to ensure ongoing compliance with this important partnership.

Behavioral Health Advisory Board Focus Group

- December 13, 2021; 12 diverse participants including clients/family members of clients, a member of the LGBTQ+ community, two Asian American individuals, and one Native American individual; Conducted via Zoom
- Facilitated by Amanda Greenberg
- See minutes at <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-3>
- The first portion of the focus group discussed MCBH's plans to create an Innovation Plan in FY 22-23 to create/further the work of its mobile crisis response team. In the proposed model, MCBH will partner with local law enforcement (Mono Sheriff, Mammoth PD) and Mono County EMS. When a MH crisis occurs, LE and EMS will have tablets that can connect the person with the on-call crisis worker.
- Focus group question: does the BHAB still think this is a high need in our communities, should we keep moving forward with this project?
 - I think this is extremely important...people are going through such stress and crises on a higher level that I think it is important to offer more support.
 - The sooner this intervention can happen, I believe the better outcomes we are going to have.
 - This is absolutely something we should pursue – the Mono County Board of Supervisors (BOS) is expecting it and it has been discussed with MCBH for a long time. The need is there – MH is a medical emergency not necessarily a LE issue. Need to have medical staff and not criminalize MH Emergency.
 - From the BOS perspective, in previous presentation this concept was met with unanimous support (although not formally voted). MH crisis could happen in one of our geographically isolated communities and we need to help people immediately.
 - So many challenges associated with a geographically large and rural county, and now with seasonal weather considerations – how do we address a crisis in someone's life with these challenges? This initiative will help. I feel proud and appreciative of Mono LE and EMS – their willingness to help out the county in its entirety. This project will have a positive impact on our crisis system out of hospital.
 - A lot of times people get lost in [registration]/ [program application] paperwork and end up giving up – it would be nice to have someone available to assist with guidance with paperwork.
 - One of the things MCBH initiated was having Case managers meet and help people directly with paperwork; take them to social services for applying for Medi-cal or food stamps, etc. IF they are NOT doing that – reach out to us so that we can get people what they need.
 - When you mention this - I was dealing with someone with increasing dementia which made it difficult for him to follow up with whatever he needed to for BH – When you do intakes do you recognize this factor?

Can you ask the client if there is someone that they know or trust that can help them follow up and make sure that they do what they are supposed to be doing?

- Great idea. Tribal council tries its best to provide help when needed. Ex: we provide transportation to appointments.
- Motion to approve to continue to Mobile Crisis Response
 - Second
- Motion Carried – Approval to continue working on mobile crisis response
- The second portion of the focus group began with the facilitator asking “What do you see as (1) the top behavioral health needs in our communities, (2) the top barriers to access, and (3) the most important strategies to promote mental health?”
 - Needs in our communities:
 - Bridgeport needs programming! Everything is closed and we are starved for social interaction.
 - Idea for an event or series: Have people get together and they can do their own thing but just do it together (ex. Wednesday afternoons Cast Off – everyone works on their own craft, but all crafting together). Could be a social event even if for a small group of people.
 - Barriers to Access:
 - Any person with BH / MH / Medical problems needs to have someone be there to help them keep track of and do what they are supposed to do and be where they need to be.
 - Strategies to promote mental health
 - Is there any potential to address some of these topics with the My Strength app, and is it still on schedule to roll out next week?
 - AG: Roll out has been pushed back to early February due to external contracting issues. I do think there is an excellent opportunity for this app to offer additional wellness support. Our wellness associates can roll out and access it on their own schedules in their own homes. Stigma reduction campaigns – we have a fair bit of funding related to My Strength for marketing campaigns to make sure people are aware of this free benefit.
 - We have done a good job of branding ourselves and Lauren is helping us, but how can we do more? Can we do a bring a friend event? Join a raffle?
 - How can we increase advertising?

- Can we bring back Coping with COVID, or, can we introduce conversations that discuss how to bridge the gap and cope with the division within our communities?
 - This was presented as an idea within the Cultural Outreach Committee too.
 - RR: If someone will help me set it up again, we can try that in January potentially in partnership with Dr. Beth Cohen via Zoom.
- When MCBH did the suicide prevention event at the Forest Service Auditorium, the attendance was great (80-100 people); can we do something like that again?
 - We can do breathing exercises, present factual information, etc. Think about what they can do for themselves. Not get into the issues themselves but how do you cope with it.
 - We do have a plan for outreach social media for mindfulness. They will be short but similar.
- With our local TV channel – would it be possible to have time; an hour or something at a set time frame, and have something that people could watch in their homes?
- Can we promote humor as a strategy? Positivity?

Community Wellness & Programming Events: Fall/Winter 2021-2022

- In fall 2021, the MCBH Programs Team used input/discussion from the BHAB to brainstorm avenues for community input in the FY 22-23 MHSAs Annual Update and together the team decided that with the ongoing challenges of COVID-19 and the historic challenges of gathering community members specifically for MHSAs-related focus groups/surveys that the majority of community input would be gathered through planned wellness and community programming. The Department also ensured that there was programming in this time period that targets specific groups of people (i.e. Foro Latino, LGBTQ+ Potluck, etc.). It's also important to note that clients are in attendance at these programs/activities.
- Surveys were administered throughout Mono County between August 2021 and April of 2022, at the following events: Benton Social, Walker Social, Bridgeport Social, Mammoth Lakes, LGBTQ potluck; 31 people participated.
- Survey respondents comprised a diverse and geographically comprehensive array of community stakeholders. Participants were community members from across the eastern Sierra with representatives from north, south and east county communities. Participants were a mix of gender identities (6% genderqueer or gender non-conforming), sexual orientations (19% non-heterosexual) and races (39% non-white).

- Facilitated by MCBH Programs Team Staff, including peer Wellness Center Associates
- Key Take-Aways:
 - 55% of survey respondents were new to our wellness programming
 - 55% of participants felt high levels of connection with others while participating in our wellness programming.
 - 61% of participants met someone new while at our wellness programming
 - 87% of participants felt we did “Excellent” in terms of Overall Satisfaction with our programming (this includes excellency in customer service and availability of information for our programming).
 - 97% of participants said they would come back again for more wellness programs.
 - Feedback for future programming included:
 - More programming for kids
 - More outdoor activities such as hiking
 - Exercise focused programming
 - Creativity programs (Sewing, crafting, knitting, etc.)
 - Veteran specific groups
 - Support groups (unspecified)

Community Survey: Winter 2022

- Survey open from November 18, 2021 to February 28, 2022; 68 participants
- Survey was administered via SurveyMonkey and distributed through partner agencies, on paper to key stakeholders, and on social media. It was available in English and Spanish.
- The community survey was distributed to all Mono County employees, the Mono County Board of Supervisors, the Behavioral Health Advisory Board, advertised on our website and Facebook page, distributed to community partners, as well as shared via our department wellness newsletter. The community and clients are encouraged to subscribe to our Wellness Newsletter Listserv when participating in activities, attending community outreach events, board/committee meetings.
- All frontline workers at MCBH were asked to invite clients and family members of clients to participate.
- The administration and analysis of the survey was spearheaded by the MCBH Programs Team.
- **Overview of demographic information:**
 - 13% of survey participants are clients or family of clients of MCBH (former or current).
 - 47% are community members
 - 10% participate in MCBH community programs
 - 4% are MCBH Staff
 - Robust mixture of different demographics, including location, race, sexual orientation, and gender that is representative of Mono County
- For full results see Appendix I
- Key Takeaways include:
 - **The top 3 issues in our community related to mental health**

- Finding housing (37%)
 - Finding access to MH providers (34%)
 - Drugs or alcohol (28%)
- **The top 3 issues for individuals (self) related to mental health**
 - Finding access to MH providers (29%)
 - Feeling a lack of social support or isolation (25%)
 - Cost of services (19%)
- **The top 3 issues for youth (0-15) related to mental health**
 - Feeling a lack of social support or isolation (27%)
 - Family relationships (23%)
 - Experiencing bullying (23%)
- **The top 3 issues for transition aged youth (16-25) related to mental health**
 - Finding access to MH providers (29%)
 - Finding housing (29%)
 - Drugs or alcohol (23%)
- **The top 3 issues for adults (26-59) related to mental health**
 - Finding access to MH providers (11.8%)
 - Knowledge of MH Issues (10.7%)
 - Securing stable employment (10%)
- **The top 3 issues for older adults (60+) related to mental health**
 - Feeling a lack of social support or isolation (44%)
 - Finding access to MH providers (38%)
 - Cost of services (21%)
- **The top 3 strategies to promote mental health**
 - Increase awareness of MH programs (35%)
 - When possible, meet basic needs like housing, rental assistance, food assistance (35%)
 - Increase community engagement in MH related activities and programs in the community (31%)
- **ALL Top 3 issues questions, combined:**
 - Finding access to MH providers (~23%)
 - Feeling a lack of social support or isolation (~20%)
 - Drugs or alcohol (15%)
- MCBH was happily surprised to receive enough responses from several specific groups of people that our data analyst could look at those needs and ideas for solutions individually.
 - Among survey participants who are aged 60 years or older:
 - **Top issues related to their own (self) mental health**
 - Feeling a lack of social support or isolation (29%)
 - Finding access to mental health providers (21%)
 - Family relationships (14%)
 - Cost of services (14%)
 - **Top Strategies to promote mental health**

- Increase awareness of mental health programs and services (50%)
 - Provide mobile county-wide response for people having a mental health crisis/feeling suicidal (36%)
 - Where possible, meet basic needs like housing, rental assistance, food assistance (36%)
- Among survey participants who identified as gay, lesbian, bisexual, questioning/unsure, or queer:
 - **Top issues related to their own (self) mental health**
 - Experiencing stigma or prejudice (29%)
 - Feeling a lack of social support and isolation (29%)
 - **Top strategies for promoting mental health:**
 - Increase awareness of MH programs & services (71%)
 - Community wellness/outreach programming like socials, school programs, yoga, and support groups (43%)
- Among survey participants who identified as American Indian:
 - **Top issues related to their own (self) mental health or mental health issues in the community**
 - Experiencing stigma or prejudice (75%)
 - Drugs or alcohol (75%)
 - **Top strategies for promoting mental health**
 - Increasing awareness of MH programs and services (75%)
 - Educate the public on mental health conditions (75%)
 - When possible, meet basic needs like housing, rental and food assistance (75%)
- Among survey participants who identified as Latinx, Hispanic, Mexican-American, or Chicano
 - **Top issues related to their own (self) mental health or mental health issues in the community**
 - Feeling a lack of purpose/meaning (67%)
 - Finding housing (67%)
 - **Top strategies for promoting mental health**
 - Increasing awareness of MH programs and services (100%)
 - Educate the public on mental health conditions (67%)

Clubhouse Live Focus Group

One program that MCBH offers for youth is Clubhouse Live (CHL), which is an after school program funded with Substance Abuse Block Grant Prevention Funds, that gives youth a safe, supervised space. CHL is offered in Mammoth Lakes and Bridgeport for middle school and high

school aged youth. The hosts of CHL are equipped to facilitate an open space where discussions of all topics are fostered. Although this is not an MHSA-funded program, the youth who participate (or their family members) often access other MCBH services. In January of 2022, a focus group was held with the Mammoth Lakes CHL to gauge program satisfaction and its impact on the increased isolation that was felt during the recent pandemic. Valuable feedback from the focus group included:

- Several participants appreciated the longevity and consistency of the program: one participant noted they have been coming to CHL since 5th grade, another participant has been coming since 7th grade (these participants are now in high school). MCBH strives to build and maintain its programming over time, keeping up programming in our tiny communities for periods of time even when participation dips. This helps ensure the community knows we show up when we say we will be there.
- Participants emphasized how the program has helped them feel more connected especially stating that the program has made them feel better in regards to feeling sad, hopeless, or isolated during the pandemic. As indicated in the community survey, youth are experiencing increased isolation and programs are an important way to create community and safe spaces during such challenging times. For example, when discussing the benefits of creating safe spaces within the community, one participant noted that “It would suck to not have the program.”
- Participant feedback for improving the program included offering the program more days per week. As MCBH continues to develop its wellness programming, it will keep this feedback in mind across the board.

Inyo Mono Advocates for Community Action (IMACA) Survey: Summer 2021

- Approximately 77 participants (70 English, 7 Spanish)
- Survey participants included preschool families and food recipients that are served by IMACA.
- The IMACA Community Needs Assessment (CNA) was deemed a valuable data source due to similarities in the populations we both serve. IMACA serves many Medi-Cal beneficiaries and populations that are commonly served by mental health agencies (such as MCBH), such as homeless and those experiencing poverty. The IMACA survey results were obtained by contacting the survey administrator directly.
- Major needs identified from the IMACA CNA were:
 - Lack of affordable housing
 - Supervision for youth while parents are working
 - Unaffordable healthcare services, mental health services, or dental services

Mono County First 5 Strategic Planning Process: 2019-2024

- Data gathered from focus groups, a community meeting, public hearings, interviews, and written comments.

- The primary participants were parents of young children (<5yo) in Mono County.
- The First 5 data is relevant to our community planning process due to an overlap in service population and collaboration in services. First 5 similarly serves a large population of Medi-Cal beneficiaries, and MCBH funds the First 5 Peapod Program.
- Key Take-Aways:
 - Affordability and quality of childcare continue to be a challenge.
 - There is a need for opportunities to gather and address mental health issues and isolation.
 - Parents are seeking a better and easier way to get information about available resources and services.
 - Priority spending areas by First 5 are: Child care quality, home visiting services, school readiness services, and family behavioral health.

California Healthy Kids Survey (2019-2020)

Although these data are several years delayed, MCBH still considers them to be critical part of the CPPP since the data from a valid and reliable tool in an age group that MCBH is not easily able to include in its own stakeholder engagement processes. The comparisons below are made between MUSD/ESUSD (2019-2020 school year) and the most recent statewide data available, which is from the 2017-2019.

- Mammoth Unified School District: [Elementary](#)
 - 40 students in grade 5 took the survey
 - Key Takeaways:
 - School connectedness was higher than the State
 - Academic motivations was higher than the State
 - Caring adult relationships were higher
 - Both the High expectations scale and meaningful participation scales were a higher than the state
 - 76% of students report feeling safe at school, and there is a lower percentage of students who report being bullied in comparison to the State
 - 5% of students report being hit or pushed “all of the time”
 - 0% of students report having mean rumors spread about them “all of the time”
 - 0% of students report being called bad names or having mean jokes told about them “all of the time”
 - Finally, 13% of students reported seeing a weapon at school in the last year vs. 14% at the State.
- Mammoth Unified School District: [Middle and High](#)
 - 84 students in grade 7 responded to the survey
 - Key Takeaways:

- Grade 7 scored on par with the State across the key indicators for school climate and student well-being, with exception to experiencing harassment or bullying and seeing a weapon on campus, in which MUSD scored lower than state values.
 - 30% of students reported chronic sadness/hopelessness in the last 12 months (vs. 30.4% at the state for 2017-2019)
 - 92 students in grade 9 responded to the survey
 - Key Takeaways:
 - Grade 9 scored on par with or higher than the State across the key indicators for school climate and student well-being
 - 38% of students reported chronic sadness/hopelessness in the last 12 months (vs. 32.6% at the state for 2017-2019)
 - 20% of 9th graders report seriously considering suicide in the last 12 months (vs. 15.8% at the state for 2017-2019)
 - 52 students in grade 11 responded to the survey
 - Grade 11 scored on par with or higher than the State across the key indicators for school climate and student well-being, except for chronic truancy, caring adult relationships, and high expectations in which MUSD scored lower than state values.
 - 48% of students reported chronic sadness/hopelessness in the last 12 months (vs. 36.5% at the state for 2017-2019)
 - The percentage of 11th graders who perceived the school to be safe or very safe was slightly lower than the state for Hispanic/Latino and White students, except for Mixed (2 or more) races, which felt considerably safer than state levels.
 - 12% of 11th graders report seriously considering suicide in the last 12 months (vs. 16.5% at the state for 2017-2019)
- Eastern Sierra Unified School District: [Elementary](#)
 - 12 students in grade 5 completed the survey
 - Key Takeaways:
 - Both academic motivation and meaningful participation were on par with the state but school connectedness was lower than the state
 - 90% of students report feeling safe at school vs. 79% at the state (2017-2019)
 - Like MUSD, there is a lower percentage of students who report being bullied in comparison to the State
 - 9% of students report having mean rumors spread about them “all of the time”
 - 9% of students report being called bad names or having mean jokes told about them “all of the time”
 - Finally, 9% of students reported seeing a weapon at school in the last year vs. 14% at the State.

- Eastern Sierra Unified School District: [Middle](#)
 - 27 students in grade 7 completed the survey
 - Key Takeaways:
 - Grade 7 scored on par with or higher than the State across the key indicators for school climate and student well-being except for experiencing harassment or bullying, and experiencing chronic sadness and hopelessness, in which ESUSD Grade 7 scored lower than state values.
 - 22% of students reported chronic sadness/hopelessness in the last 12 months (vs. 30.4% at the state for 2017-2019)
 - A high percentage of students across racial/ethnic groups reported feeling safe/very safe at school

- Eastern Sierra Unified School District: [High](#)
 - 32 students in grade 9 responded to the survey
 - Key Takeaways:
 - Grade 9 scored on par with or higher than the State across many key indicators for school climate and student well-being, except for Been in a physical fight, current alcohol, drug or cannabis use, been drunk or “high” on at school ever, and vaping, in which ESUSD scored lower than state values.
 - 41% of students reported chronic sadness/hopelessness in the last 12 months (vs. 32.6% at the state for 2017-2019)
 - 16% of 9th graders report seriously considering suicide in the last 12 months (vs. 15.8% at the state for 2017-2019)
 - 27 students in grade 11 responded to the survey
 - Key Takeaways
 - Grade 11 scored variably when compared to the State for key indicators for school climate and student well-being. ESUSD scored higher than the state for school engagements and supports, on par with state for school safety measures, and generally scored lower than the state for substance use and physical/mental health.
 - 19% of students reported chronic sadness/hopelessness in the last 12 months (vs. 36.5% at the state for 2017-2019)
 - 8% of 11th graders report seriously considering suicide in the last 12 months (vs. 16.5% at the state for 2017-2019)
 - 75% of Hispanic or Latino 11th graders reported perceiving the school as safe or very safe vs. 51.1% at the state.
 - 0% of Hispanic or Latino 11th graders reported harassment due to race, ethnicity, religion, gender, sexual orientation, disability, or immigrant status vs. 22.2% at the state.

Key Informant Conversations

MCBH spoke with several key informants for this CPPP. Below are summaries of several such conversations:

- MCBH’s Director has held several discussions with the Mono County COVID-19 Emergency Operations Center to conceptualize a series of speakers/events focused on community healing in the wake of COVID-19. The Department’s Substance Abuse Block Grant-funded “Coping with COVID Community Conversations” were at times well-attended by community members and helped make a difference in linking the community to resources, normalizing daily stressors, and providing healthy coping strategies.
- In the wake of a community trauma in Lee Vining, California, MCBH’s Director held discussions with the school principal and other key residents about community healing, ongoing wellness programs, and community services available.
- Key MCBH staff members also met with each of the superintendents to discuss school programming needs and ways to improve the North Star School-Based Services Program.
- Finally, as staff across the county attend various community meetings or meet with specific groups like the Mountain Warfare Training Center base command, they not only advertise programming but use the input gathered to tailor existing programming and pilot new wellness center groups.

Other Avenues for Stakeholder Input

MCBH’s Cultural Outreach Committee and Latinx Outreach Committees also bring stakeholders together for discussion related to community needs. These minutes are on file with MCBH and are also used to inform the CPPP.

Overall Description of CPPP Stakeholders

The MCBH Programs Team developed a plan for this CPPP based upon input/discussion from the Behavioral Health Advisory Board. The Programs Team is a group of five staff members including diversity in race/ethnicity, sexual orientation, and geographic location. Together this group brainstormed feasible strategies to outreach to a diverse set of stakeholders in this CPPP, which resulted in all the data collection outlined above.

Through the CPPP for the FY 22-23 Annual Update, MCBH was able to include stakeholders that represent the diversity of the County, including: a wide age range, a wide geographic spread, members of the LGBTQ+ community, members of our Latinx community and other racial/ethnic groups, members of our Native American communities, and veterans.

Conclusion

Together, these engagement activities and the diversity of the stakeholders who contributed have provided valuable and meaningful input about the unique needs of the Mono County community and allowed MCBH to develop an MHSa program that is specifically designed for the county. Through these activities, the department was able to reach a range of populations within the county, including clients, allied agencies (social services, law enforcement, etc.), and

community leaders. Mono County believes that it has reached a wide range of voices and perspectives and took great care to inform these stakeholders how valuable their input was throughout the process.

This Annual Update integrates stakeholder input, as well as service utilization data, to analyze community needs and determine the most effective way to utilize MHSA funding to expand services, improve access, and meet the needs of unserved/underserved populations. The MHSA Annual Update planning, development, and evaluation activities were also discussed with the Mono County Behavioral Health Advisory Board members.

Finally, MCBH staff received a training on the CPPP so that they are more aware of how stakeholders' input impacts the department's decision-making and MHSA planning. This training took place on 1/11/22 and included 20 participants. Please see Appendix C for sign-in sheet and hand-out used.

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LOCAL REVIEW PROCESS

30-day Public Comment period dates: May 6, 2022 – June 5, 2022

Date of Public Hearing: June 6, 3:00-4:30 pm, via Zoom:

Link: <https://monocounty.zoom.us/j/7609241729>

Call in: +1 669 900 6833 Meeting ID: 760 924 1729

Describe methods used to circulate, for the purpose of public comment, the Annual Update

The plan was posted at monocounty.ca.gov/MHSA on May 6, 2022. A news article was posted on MCBH's website and the Mono County website on May 6, 2022. Please see images in Appendix G for examples of advertisement.

- Advertisements for the public comment period were placed in three local newspapers: The Sheet, the Mammoth Times, and El Sol de la Sierra (a Spanish language newspaper). Flyers advertising the public comment period and public hearing were also posted throughout the County in well-trafficked public places such as post offices and community center. Additionally, advertisement went out via MCBH's Facebook page, which has 1,001 followers and was advertised in conjunction with MCBH's mental health month activities. Advertisements appeared in our newspapers:
 - Mammoth Times: 5/12/22, 6/2/22
 - The Sheet: 5/7/22, 5/28/22
 - El Sol de la Sierra: 5/12/22, 6/2/22

Provide information on the public hearing held by the local mental health board after the close of the 30-day review

The public hearing will be held on June 6, 2022 from 3:00-4:30 pm via Zoom. The public hearing will be facilitated by MCBH staff and will take place during the regular meeting of the Behavioral Health Advisory Board (BHAB). The following will be completed following the Public Hearing:

- There were 16 individuals in attendance, including BHAB members, clients and family members, MCBH staff, other Mono County staff, and a member of the press.
- The Program Manager first gave a presentation about the plan that included information on the public hearing process and invited feedback and discussion. This presentation will be located at the address below; once approved, the minutes for this meeting will also be available at this link:

- <https://www.monocounty.ca.gov/behavioral-health/page/behavioral-health-advisory-board-meeting-mhsa-fy-22-23-annual-update-public>

Include summary of substantive recommendations received during the stakeholder review and public hearing, and responses to those comments

There were no comments submitted by the public during the 30-day public comment period. Sixteen individuals attended the public hearing, held as part of the standing Behavioral Health Advisory Board meeting. Participants included BHAB members, clients and family members, MCBH staff, other Mono County staff, and a member of the press. The Program Manager presented the MHSA Annual Update to this group. Discussion and questions focused on the MHSA Housing Project and the availability of units for individuals with mental health conditions, the Full Service Partnership program and how it is being implemented in Mono County, outreach related to suicide prevention/suicide awareness, the importance of whole-person care, and a discussion about accessing services and improving coordination with family members. MCBH thanked each participant for their comments and questions and will be following up individually with some of the comments and questions to ensure individual needs are met.

Include a description of any substantive changes made to the Annual Update that was circulated

There were no substantive changes made to the Annual Update that was circulated.

MHSA Issue Resolution Process

To resolve an issue related to appropriate use of MHSA funds, inconsistency between approved MHSA Plan and implementation, and/or the Mono County Community Program Planning process, please see [Appendix B](#) for further instruction.

COMMUNITY SERVICES AND SUPPORTS

The MCBH MHA Community Supports and Services (CSS) program provides services to people of all ages, including children (ages 0-17); transition age youth (ages 16-25); adults (ages 18-59); older adults (ages 60+); all genders; and all races/ethnicities.

The CSS Program includes four service categories: Full Service Partnerships (FSP), General System Development, and Outreach and Engagement. Please see CSS Table 1 below for an overview of the programs and services offered within each of these service categories. Please note that some of our programs are funded across multiple categories, so may be listed twice.

Services within the CSS category are for all populations and help reduce ethnic disparities, offer support, and promote evidence-based practices to address each individual’s mental health needs. These services emphasize wellness, recovery, and resiliency and offer integrated services for clients of all ages and their families. Services are delivered in a timely manner and are sensitive to the cultural needs of each individual. MCBH strives to not only meet the “clinical needs” of its clients but to also consider needs that relate to the social determinants of health such as housing and poverty. Department staff also strive to meet people where they are, both emotionally/mentally and from a physical perspective, including traveling to the County’s outlying areas to provide services and promote community.

From an administrative perspective, MCBH will be working with consultants to maximize its funding opportunities and to create a sustainable plan to help spend down MCBH’s significant fund balances. Additionally, this process will help prepare MCBH for the changes coming with CalAIM, the California state reform of the Medi-Cal system. In FY 21-22, MCBH also applied for and was awarded more grants than ever before thanks in large part to the Coronavirus Response and Relief Supplemental Appropriations Act and American Recovery Plan Act funding opportunities. MCBH is working to use these funds to expand and sustain programming while meeting identified community needs.

In order to meet the mental health needs outlined above, MCBH has worked with stakeholders to develop and implement the programs in the CSS and other categories.

CSS Table 1. CSS Service Categories & Programs/Services

Service Category	FSP	General System Development	Outreach/Engagement
Programs and Services	<ul style="list-style-type: none"> • Full Service Partnership Program serving children, transition age youth, adults, and older adults; including 	<ul style="list-style-type: none"> • Expansion of case management/supportive services • Wellness Centers 	<ul style="list-style-type: none"> • Community Outreach & Engagement

	<ul style="list-style-type: none"> housing, food, clothing, etc. as needed • MHSA Housing Program • Telehealth Services • Wrap Program (90%) 	<ul style="list-style-type: none"> • Crisis intervention/ stabilization • MHSA Housing Program • Telehealth Services • Wrap Program (10%) 	
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Full Service Partnerships (FSP)

MCBH has adopted a community clinic model, specifically when it comes to Full Service Partnership (FSP) clients. FSP services include, but are not limited to, one-on-one intensive case management, housing support, transportation, advocacy, assistance navigating other health care and social service systems, child care, and socialization opportunities. These programs embrace a “whatever it takes” service approach to helping individuals achieve their goals. MCBH’s FSP program serves all age groups, including children/youth, transition age youth, adults, and older adults. MCBH currently has two vacant positions for therapists (prioritizing Spanish speaking individuals and clients or family members of clients) who would devote a portion of their time to the FSP program.

Each client in the FSP program is assigned a Case Manager as the single point of responsibility for that client/family. Additionally, Full Service Partners are introduced to other Case Managers and front office staff, including the individuals who staff MCBH’s 24/7 Access Line. This ensures that a known and qualified individual is available to respond to the client/family 24 hours per day, 7 days per week. These Case Managers, along with the assigned therapist are responsible for developing a Treatment Plan, which also serves as the Individual Services and Supports Plan. Additionally, all MCBH staff, including Case Managers receive extensive cultural competence training. It is also ensured that all Spanish-speaking FSPs are placed with a native Spanish-speaking Case Manager (Spanish is Mono’s only threshold language).

A key component of MCBH's FSP program is providing housing support and services. Affordable housing, specifically for those with mental illness, is a critical concern in Mono County. In response, MCBH has an interdisciplinary team that works together to find and secure housing for FSP clients who are homeless or at risk of homelessness. This also includes assisting with first and last month rent deposits and occasionally securing emergency housing for individuals in crisis who do not meet 5150 criteria. The total number of unduplicated FSP clients for FY 2021-2022 was approximately 25. Due to the small number of clients served, this report will not disaggregate the data by race/ethnicity, gender, or age. Please see CSS Table 2 below for an outline of the estimated number of FSP clients to be served broken out by age group. These percentages align with MCBH’s current identified need, as well as the Mono County average age distribution.

CSS Table 2. Estimated Number of FSP Clients to be Served

	FY 2021-2022	FY 2022-2023
Children (0-15)	2	3
TAY (16-25)	3	4
Adult (26-59)	16	17
Older Adult (60+)	4	5

MCBH has also allocated a significant amount of CSS funds for its MHSA Housing Program. This one-time contribution of funds will fund 13 units in an 81-unit affordable housing development in the heart of Mammoth Lakes. For this project, MCBH has partnered with the Town of Mammoth Lakes (owner of the land) and The Pacific Companies (selected developer) – in addition to the housing units, it will include offices for supportive services, a community space for residents, and a day care facility. Ultimately, this neighborhood will include 400+ units of affordable housing. MCBH partnered with Pacific to complete its non-competitive No Place Like Home application and was awarded \$500,000 toward the project. In summer 2021, Pacific began grading and tree removal and in February 2022 it received a notice of award through HCD’s Housing Accelerator Program for the remaining funds required to make the project feasible. In spring 2022, MCBH brought a final loan agreement to the Mono County Board of Supervisors to fund its remaining commitment. MCBH has developed a supportive services plan with in-kind services. Please visit the link below for more detail on how services will be provided at this housing project.

- https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/mono_county_nplh_mou_signed_-_signed.pdf

The funding for this project was drawn from the Department’s Prudent Reserve (which is now housed in CSS) and unspent CSS funding. In fall 2018, the California State Legislature passed Senate Bill 192, which specified a maximum amount of funds that counties could hold in their MHSA prudent reserves. As a result, MCBH transferred approximately \$1,200,000 from its prudent reserve into CSS during FY 19-20. Based upon continued feedback from a wide range of stakeholders that housing is one of the primary problems facing Mono County residents, especially those with mental illness, stakeholders have decided to allocate CSS funding to a housing project in Mammoth Lakes. This program is funded partially through the FSP category and partially through the General System Development (GSD) program. The total to be contributed to the project is \$1,577,123.43.

Like the MHSa Housing Program, the Telehealth Services Program is funded in part through FSP and partially through GSD. The Telehealth Services Program includes psychiatry services and therapy services provided via telemedicine through a contractor called North American Mental Health Services (NAMHS), as well as a small portion of the Mono County Public Health Officer's salary to provide some oversight of the program. The therapy services provided through the Telehealth Services Program have also allowed MCBH to maintain a continuity of care during a time of internal staff turnover.

The Wrap Program is a well-established partnership between MCBH, Mono County Probation, and Mono County Social Services. The Mono County Wrap Program can serve up to two families at any given time and "wraps" these families in a variety of services, holds regular family meetings, and has staffing such as a Parent Partner and Wrap Coordinator. This program was previously funded in part under GSD and in part under FSP. After assessing program at the end of FY 20-21, it has been determined that beginning in FY 21-22, it would be more appropriate to fund the program fully under the FSP category.

General System Development

Within the General System Development (GSD) CSS service category, MCBH funds such services as expanded case management and supportive services, the Sierra Wellness Center, the Walker Wellness Center, and crisis intervention and stabilization services. As mentioned above, the MHSa Housing Program and Telehealth Services are also funded partially through GSD funds.

The expanded case management and supportive services category enables MCBH to offer services to a wide variety of clients in need of additional supportive services. When determined clinically appropriate, this program includes purchases such as food, phone bills, medication, etc. for clients who do not qualify for FSP services; these purchases must be related to the client's treatment goals. This program has also allowed MCBH to hire both entry level and to promote experience behavioral health staff who are often bilingual and from the Latinx community, thus creating career pathways to higher paying positions, such as Psychiatric Specialist, SUD Counselor, or Staff Services Analyst.

MCBH has two wellness centers: the Walker Wellness Center and the Sierra Wellness Center in Mammoth Lakes. Additionally, the department offers wellness programming at community centers in Crowley Lake and Bridgeport. After experimenting with a variety of different wellness programming formats from virtual to Facebook-based to outdoor during the course of the pandemic, the department is now largely back to in-person indoor masked wellness programming.

During MCBH's recent Community Program Planning Processes, there was a great emphasis placed on expanding wellness center programs throughout the county. As a result, MCBH began to plan for additional Wellness Center Associates and brought on a part-time staff member to serve the Bridgeport community in May 2020 and a Mammoth-based Wellness Center Associate in June 2021. The department also increased its capacity in May 2021 by bringing on a new staff

member to supervise and build wellness center activities and community programs throughout Mono County.

In the first half of FY 21-22, the Wellness Team hosted such programs as Senior Breakfast in Mammoth and Bridgeport, Gentle Yoga in Mammoth and Crowley, Bridgeport Walk & Talk, Bridgeport Tai Chi, Bridgeport Afternoon Tea, Walker Men's Meditation, Walker Community Garden, Mammoth LGBTQ+ Parent Support Group, and Mammoth LGBTQ+ Potluck. Similar ongoing programming is planned for the second half of FY 21-22 and FY 22-23 as Wellness Center Associates remain responsive to client needs. The Walker Community Garden is also operating seasonally and in fall 2021 MCBH completed an interior remodel of the Walker Wellness Center to make it easier to clean and more bright and welcoming for visitors.

Looking forward to FY 22-23, MCBH plans to create up to one position for a peer case manager that can serve as a growth path for a Wellness Center Associate. In the Three-Year Plan, MCBH intended to create two such positions, but after re-assessing need and revenue projections the department has made this change; this position will likely be split between CSS and PEI.

In terms of crisis intervention and stabilization, MCBH staff are available 24/7 including responding to crisis calls from the Mammoth Hospital Emergency Department for 5150 assessments and use funds from this program to cover costs like hotel rooms, etc. to help clients stabilize following a crisis. This program includes various program costs such as phone costs. MCBH also operates a transitional housing program to stabilize a person's living situation and provides services on-site, but this program is grant-funded and does not utilize MHSA funding. In FY 2019-2020, the Department developed an MOU with Kern County for utilization of a crisis stabilization unit in Ridgecrest – both FSP and non-FSP clients used this service. Additionally, MCBH participated in the MHSOAC-sponsored Crisis Now Learning Collaborative with the help of a consultant from SHINE, a local non-profit. Based on this work and a Crisis Care Mobile Units grant via DHCS, the department plans to roll out a Mobile Crisis Response Team in late FY 21-22 and hopes to bolster that program with an Innovation Plan in FY 22-23.

Outreach and Engagement

MCBH offers several CSS programs, services, and activities that are encompassed in its Community Outreach & Engagement program, including the Foro Latino, community socials in outlying areas, and Mental Health Month activities. These programs are designed to engage Mono County's un- and under-served individuals and communities, from both an ethnic/racial perspective and a geographic perspective. Through these programs, MCBH is also able to build trust in its communities and ensure that individuals who need more intensive services from the Department feel comfortable seeking them.

After suspending most in-person programming throughout FY 20-21, MCBH began offering in-person Outreach and Engagement Programming consistently in FY 21-22. Community socials returned to Walker, Bridgeport, and Benton and were expanded to include June Lake; activities are planned for Mental Health Month; and at least one Foro Latino will be held in FY 21-22.

MCBH's Mental Health Month celebration in May 2021 was quite successful and included a return to in-person outdoor programming, a Foro Latino, a virtual speaker, Mental Health First Aid trainings, along with social media outreach. MHSA funding was also used to purchase supplies for a community art show that unfortunately did not many submissions and thus did not take place.

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CSS Program Cost Per Person Estimates for FY 22-23

	FSP	Crisis Int/Stab	Supportive Housing	Telehealth Services	Wrap	Expanded CM/Supp Svcs	Wellness Centers	Community O & E
Total Cost of Program	\$310,762.00	\$14,156.00	\$20,000	\$557,362.00	\$188,539.00	\$160,746.00	\$264,181.00	\$ 95,407.00
Total Estimate of Participants	29	54	10	145	8	149	342	120
Total Estimated Cost per Person	\$10,715.93	\$262.15	\$2,000.00	\$3,843.88	\$23,567.38	\$1,078.83	\$772.46	\$795.06
Estimated Cost for Children (0-15)	\$ 32,147.79	\$ 1,835.04	\$ 2,000.00	\$ 57,658.14	\$ 70,702.13	\$ 42,074.46	\$ 56,389.51	\$ 23,851.75
Estimated Cost for TAY (16-25)	\$ 42,863.72	\$ 4,456.52	\$ 2,000.00	\$ 126,847.90	\$ 23,567.38	\$ 37,759.13	\$ 25,491.15	\$ 15,901.17

Estimated Cost for Adult (26-59)	\$ 182,170.83	\$ 6,553.70	\$ 10,000.00	\$ 338,261.08	\$ 70,702.13	\$ 75,518.26	\$ 166,078.70	\$ 47,703.50
Estimated Cost for Older Adult (60+)	\$ 53,579.66	\$ 1,310.74	\$ 6,000.00	\$ 34,594.88	\$ 23,567.38	\$ 5,394.16	\$ 16,221.64	\$ 7,950.58

*Please note that MHSA Housing Project costs are not included since this is a one-time expense that will serve many clients over the course of its life.

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CSS Achievements

MCBH has several notable achievements in FY 21-22 thus far, including the expansion of wellness center programming to include more LGBTQ+-focused programs and the return to in-person wellness programming. The department responded to more crises than in years past and is actively working to improve reporting and services within its FSP program. MCBH also successfully identified a site and a partner for its housing project and negotiated the inclusion of 13 units of housing for individuals with mental health conditions. From an administrative perspective, the department executed a series of loan agreements which were approved by the Mono County Board of Supervisors.

Challenges or barriers, and strategies to mitigate

Like the rest of the world, Mono County Behavioral Health has continued to experience challenges linked to COVID-19. While we are proud of the way that our staff pivoted to meet community needs, the barriers that we have encountered are intense and staff exhaustion, languishing, and burn out remain real concerns as we look forward to FY 22-23.

MCBH now has more staff than ever before and we continue to clarify each staff's roles and responsibilities and try to minimize the number of hats each staff person wears. Two final challenges or barriers include the high cost of our Telehealth Services Program, which includes psychiatry and the continued lack of affordable housing in Mono County. While no solution is currently available for high costs, MCBH continues to push forward its housing project.

List any significant changes in Annual Update, if applicable

MCBH has made several changes to its Annual Update:

- In FY 22-23, MCBH will add up to one peer Case Manager rather than two Addition of Peer Support Specialists in FY 22-23
- Addition of one therapist position to FSP program
- Clarification of program-related costs for various GSD-funded programs
- Based on guidance from DHCS, MCBH added a cost per person estimate for each program for FY 22-23
- Information about the Crisis Care Mobile Unit grant and how that will impact the crisis stabilization program
- Shifting the Wrap Program to be funded 90% under FSP and 10% under GSD beginning in FY 21-22 (previously it was split 50% under FSP and 50% under GSD)
- Contribution of CSS funding to the MHSA Housing Project will increase from \$1,500,000 to \$1,577,123.43

PREVENTION AND EARLY INTERVENTION

The Prevention and Early Intervention (PEI) component of the MHSa includes five different funding categories: Prevention, Early Intervention, Outreach for Increasing Recognition of Early Signs of Mental Illness, Access and Linkage to Treatment, and Stigma and Discrimination Reduction. Please see PEI Table 1 below for an overview of the programs and services offered within each of these service categories.

PEI Table 1. PEI Service Categories & Programs/Services

Service Category	Prevention & Early Intervention	Outreach to Increase Recognition	Access/ Linkage to Treatment	Stigma/ Discrimination Reduction
Programs and Services	<ul style="list-style-type: none"> • Peapod Playgroup Program • Walker Senior Center • North Star School-Based Services 	<ul style="list-style-type: none"> • Community Trainings 	<ul style="list-style-type: none"> • Outreach in Outlying Communities 	<ul style="list-style-type: none"> • Community Engagement

Prevention & Early Intervention

The Peapod Playgroup Program targets children from birth to five years old and their parents in six communities throughout Mono County. Every year, there are three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which children and their parents gather together. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. In Mammoth Lakes, there is also a Peapod Group for Spanish-speaking children and their parents.

The expected outcomes/objectives of this program include: decreasing isolation by providing parents and children an opportunity to socialize, de-stigmatizing seeking behavioral health services, linking children and their parents to community services, encouraging school readiness skills, and encouraging early literacy. This program is a community-led and -driven activity that

was created in response to a specific community-identified need. It is a unique form of outreach that provides services within the community that help increase access to services, while providing prevention and early intervention services. Moreover, it helps improve families' engagement in their own communities and with their peers.

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is the fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained in Healthy IDEAS, a depression screening tool for seniors and is trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

The largest program funded in the PEI category is the North Star School-Based Services Program (formerly called the Mammoth North Star Counseling Center). North Star's mission is to improve the lives of the clients we serve by providing tools and insights so clients can better recognize, confront and understand their challenges. Although families are served collaterally, North Star's target population is 100% youth. The North Star School-Based Services Program aims to keep students from falling through the cracks during one of the most critical development periods of their lives. Additionally, North Star aims to reduce mental health stigma in the community and provided a safe place where students and their families can seek needed services.

In its Three-Year Plan, MCBH wrote about several changes to this program, including the addition of in-class school wellness programming across the county. This component of the program has remained quite successful through FY 21-22 and will stay in place in FY 22-23. It's important to note that MCBH had intended to expand the North Star School-Based Services Program to include a Psychiatric Specialist III position to provide therapy to students and to help supervise the North Star program. Based on stakeholder input and a re-assessment of funding sources, it has been determined that any such staffing changes (including the management of an intra-district school-based program and the expansion to serve transition age youth at Cerro Coso Community College) should be led by the Mono County Office of Education. As a result, this program will continue as it did prior to the pandemic with the addition of in-class school wellness but will not include the expanded therapist/management costs as previously planned. The services provided through this program include individual therapy and referral-based groups, in-class presentations and wellness activities.

Outreach for Increasing Recognition of Early Signs of Mental Illness

In FY 21-22, MCBH contracted with a local professional trained in Mental Health First Aid (MHFA) to host two full-day trainings. In FY 22-23, she will again offer at least two MHFA trainings, and will reach out to some of Mono County's largest employers to provide these trainings. An

engaging trainer, her work in the community is well-respected and the trainings have been well-attended.

Additionally, MCBH regularly responds to requests for trainings and the department's director spends a portion of her time advocating for mental health in ways that align with this component. Finally, MCBH had hoped to provide an in-depth training about the early signs of mental illness and the school-to-prison pipeline for the Student Attendance Review Board (SARB) of Mono County in FY 21-22 or 22-23; however, with the nature of the overwhelm that schools are experiencing related to COVID-19, this has been listed as a lower priority.

Access and Linkage to Treatment

Previously called the "Outreach in Walker Community" program, this program is now called the "Outreach in Outlying Communities" program. Staff members in Bridgeport and Walker offer such access and linkage programming as Trauma-Informed Yoga, Kids Yoga, and Ladies Yoga. MCBH has found that community programming is an excellent way to attract un/underserved individuals and screen/assess them for referral to more intensive services and this program is designed to achieve this among different age groups in some of our most underserved communities. Additionally, within the Walker community, the program includes regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with members of the Walker community and their families.

Stigma and Discrimination Reduction

To reduce stigma and discrimination, MCBH operates a program called Community Engagement that involves the active management of a Facebook page with English and Spanish content. With the onset of COVID-19 at the end of FY 19-20, MCBH shifted its focus from in-person wellness activities to other forms of outreach and engagement to help people feel connected and to reduce the stigma around seeking help for mental health. MCBH began doing three Facebook Live sessions per day (two in English and one in Spanish) and its followers skyrocketed, going from 66 to over 600 in a matter of months. As a result of this growth, MCBH has focused more of its energy into this program, making it the only stigma and discrimination reduction activity in its Community Engagement program in FY 21-22 and FY 22-23. In winter 2022, MCBH asked its Facebook followers to participate in a survey (to be administered annually) in an effort to measure changes in attitudes, knowledge, and/or behavior regarding being diagnosed with mental illness, having mental illness and/or seeking mental health services. The survey had minimal participation, but the respondents reported that the program is having a positive effect.

In its Three-Year Plan, MCBH had discussed plans to add a formal Suicide Prevention program in FY 22-23; however, with current staffing and a focus on the Mobile Crisis Response Team as a mechanism to reduce suicide, it has been decided to delay the implementation of a formal suicide prevention program. The importance of mobile crisis has been highlighted over the last several years including in the most recent CPPP.

PEI Program Cost Per Person Estimates for FY 22-23

	Peapod Playgroup	Walker Senior Center	North Star	Community Trainings	Outreach in Outlying Communities	Community Engagement
Total Cost of Program	\$40,000	\$50,000	\$108,592	\$28,835	\$128,418	\$76,045
Total Estimate of Participants	116	85	600	160	100	1,000
Total Estimated Cost per Person	\$344.83	\$588.24	\$180.99	\$180.22	\$1,284.18	\$76.05
Estimated Cost for Children (0-15)	\$26,206.90	\$ -	\$90,493.33	\$ -	\$ 38,525.40	\$ 7,604.50
Estimated Cost for TAY (16-25)	\$1,724.14	\$ -	\$18,098.67	\$7,208.75	\$ 25,683.60	\$ 7,604.50
Estimated Cost for Adult (26-59)	\$10,689.66	\$ -	\$ -	\$18,021.88	\$ 51,367.20	\$ 38,022.50
Estimated Cost for Older Adult (60+)	\$1,379.31	\$50,000.00	\$ -	\$3,604.38	\$ 12,841.80	\$ 22,813.50

PEI Achievements

MCBH continues to be proud of the pivots that it made in its PEI programming during COVID-19 and is proud of the ways that these programs have returned to in-person interaction. MCBH is happy that school stakeholders weighed in on the proposed North Star expansion to create a program that will ultimately be more robust and sustainable when operated through the Mono County Office of Education. Finally, the department is proud of its continued engagement with community members and un/underserved individuals in all the frontier corners of the County – it is a significant feat to provide services in such remote areas and MCBH is dedicated to continuing to reach more and more people through its PEI programs.

Challenges or barriers and strategies to mitigate

MCBH's PEI programs still lack some evaluation components, which is evident in the confidential version of the PEI Evaluation Report submitted to the Mental Health Services Oversight and Accountability Commission. MCBH hired a data analyst in December 2020 and she is continuing to work to collect all required pieces of data.

List any significant changes in Annual Update, if applicable

Significant changes include: changes in FY 21-22 to the planned expansion of the North Star School-Based Services Program, the delay in implementation for a SARB Training and formal Suicide Prevention Program, and refocusing the Community Engagement program to include only social media outreach. Additionally, beginning in FY 20-21, MCBH ensured that its PEI programs were primarily youth focused, allowing the department to meet its requirement that 51% of PEI funds serve individuals under 26 years of age. Finally, following its CPPP, MCBH considered the changes in regulation related to AB 638 that would allow the use of PEI funds for certain substance use disorder-related services. It was determined that unless the department begins to encounter over-expenditure of its Substance Abuse Block Grant funds, that this use of PEI funds is unnecessary.

PEI Table 2. Program Priority Crosswalk to Senate Bill 1004 & WIC Section 5840.7(a) Requirements

Regulatory PEI Priorities	Childhood Trauma & Early Intervention	Early Psychosis & Mood Disorder Detection & Intervention	Youth Outreach & Engagement Strategies	Culturally Competent & Linguistically Appropriate PEI	Strategies Targeting Mental Health Needs of Older Adults
Citations	WIC Section 5840.6(d)	WIC Section 5840.6(e)	WIC Section 5840.6(f)	WIC Section 5840.6(g)	WIC Section 5840.6(h)
Programs and Services	<ul style="list-style-type: none"> • Peapod Playgroup Program • North Star School-Based Services Program 	<ul style="list-style-type: none"> • Community Trainings (OIR) • North Star School-Based Services Program 	<ul style="list-style-type: none"> • Outreach in Outlying Communities (ALT) • Peapod Playgroup Program • North Star School-Based Services Program 	<ul style="list-style-type: none"> • Community Engagement (SDR) • Outreach in Outlying Communities 	<ul style="list-style-type: none"> • Walker Senior Center • Outreach in Outlying Communities
Estimated Share of PEI Funding Allocated	15%	15%	21%	28%	12%
<p>“Early identification programming of mental health symptoms and disorders, including but not limited to anxiety, depression, and psychosis” is built into every PEI program operated by Mono County Behavioral Health.</p>					

PREVENTION & EARLY INTERVENTION THREE-YEAR EVALUATION REPORT (FY 2018-19 - FY 2020-2021): AGGREGATED DATA

Background & Purpose

This Prevention and Early Intervention (PEI) report contains aggregated data from all Mono County Behavioral Health's (MCBH) PEI programs. A separate supplementary confidential report, which contains protected health information, will be submitted to the Mental Health Services Oversight and Accountability Commission (MHSOAC) through its secure file transfer system in the near future. The California Code of Regulations (CCR), Title 9, Sections 3560.010, requires specific data to be collected by counties and reported annually. Examples of demographic information that must be collected and reported by the county annually includes: race, ethnicity, age, sexual orientation, and gender. These data allow the MHSOAC to ensure that all counties are meeting PEI requirements within their programs.

MCBH funds a variety of programs with its PEI funds, including the Peapod Playgroup Program, North Star School-Based Services (group and individual services) (previously North Star Counseling Services), community trainings, school groups in outlying communities, and a Facebook page featuring bi-lingual content. MCBH has collected demographic and outcome data for some, but not all of these programs. In some cases, it is not possible to collect these data due to the nature of the program and in some cases the data collection was not completed due to lack of capacity. As is well known, there has been significant impact industry wide due to the global COVID-19 pandemic that struck CA in early 2020, resulting in many restrictions and closures. These pandemic restrictions affected how often and what services could be offered and had a significant impact on participation.

Program Descriptions

Peapod Playgroup Program

The Peapod Program is a partnership program between MCBH and Mono County Office of Education (MCOE) First 5 which targets children from birth to five years old and their parents in various communities throughout Mono County. Every year, MCBH and MCOE strive to offer three to four Peapod sessions in each location; each session consists of 10 weekly playgroups in which parents and children gather together. This regular scheduled was interrupted due to COVID-19 pandemic restrictions. During the pandemic period, the program switched to a hybrid format depending on local safety protocols – offering programming either in person or online via Zoom or Facebook Live. The program is peer-run (peer-leaders go through a training program) and consists of structured activities for parents and children to participate in together. This provides time for children and their parents to socialize in rural, geographically remote communities where it is easy for families to feel alone. It also provides parents with a forum to ask developmental questions about their children, discuss problems they are having at home, and seek out services with licensed professionals. For online programming, Family Engagement Materials were distributed to interested families attending the groups.

North Star Counseling Center / North Star School-Based Services: Group Services

Mammoth North Star Counseling Center is a school-based counseling service that targets K-12 youth. During FY 20-21 the program underwent some foundational changes, focusing on a more inclusive model of programming. The new program, termed North Star School-Based Services, now not only encompasses individual and group counseling, but now also provides school wellness activities. The school-based program focuses on prevention and early intervention strategies and treatments with a purpose to provide quality, culturally relevant, low-cost counseling services and behavioral health programming in both individual and group settings to Mono County students and their families.

In FY 2018-2019 North Star Counseling Center offered 2 Resilience groups (8 and 9 weeks each), focusing on subtopics such as Letting go of stress, Understanding your emotions, Dealing with anger and clear thinking, and Understanding other people's emotions, among others. Due to the COVID-19 pandemic and resulting restrictions (including moving schools to a virtual format), no school groups were offered for FYs 2019-2020 or 2020-2021. During this time, MCBH was in regular contact with the schools to see what programming could be offered, as will be apparent in other descriptions of North Star activities.

North Star Counseling Center / North Star School-Based Services: Individual Services

Mammoth North Star Counseling Center is a school-based counseling service that targets K-12 youth. During FY 20-21 the program underwent some foundational changes, focusing on a more inclusive model of programming. The new program, termed North Star School-Based Services, now not only encompasses individual and group counseling, but now also provides school wellness activities. The school-based program focuses on prevention and early intervention strategies and treatments with a purpose to provide quality, culturally relevant, low-cost counseling services and programming in both individual and group settings to Mono County students and their families.

All Mono County schools are versed on how to perform a North Star referral for services to MCBH. Students that need mental health services beyond North Star Group Counseling are referred to Individual Counseling. In this sense, North Star School-Based Services essentially acts as a vehicle for referral and an extension of MCBH for services. Individuals are connected with case managers and therapists and are often involved in family therapy and collateral sessions with their parents so that progress of treatment can be monitored and discussed.

[North Star School-Based Services: School Wellness Activities](#)

Mammoth North Star Counseling Center is a school-based counseling service that targets K-12 youth. During FY 20-21 the program underwent some foundational changes, focusing on a more inclusive model of programming. The new program, termed North Star School-Based Services, now not only encompasses individual and group counseling, but now also provides school wellness activities. The school-based program focuses on prevention and early intervention strategies and treatments with a purpose to provide quality, culturally relevant, low-cost counseling services, and programming in both individual and group settings to Mono County students and their families.

The School Wellness component of the North Star program is new for FY 20-21 and focuses on introducing wellness activities into school curricula. Both Mammoth Unified School District and Eastern Sierra Unified School District held virtual classes for the majority of the year and/or did not allow outside personnel to enter the classroom. As a result, MCBH could not offer many of its typical school groups and individual services also experienced barriers. After talking with school personnel to identify needs, MCBH's programs team began offering virtual wellness activities during class time, such as Kids Yoga, Mindfulness and Meditation, and Diversity Readings. The Diversity Readings wellness activity was developed through MCBH's Cultural Outreach Committee; in this activity, a Wellness Center Associate works with local libraries to identify books for elementary students that discuss justice, equity, diversity, and inclusion and reads them aloud to students to promote open-mindedness, dialogue, and kindness.

While this pivot allowed MCBH to reach many more students during the pandemic, the inability of facilitators to interact one-on-one with students limited the amount of referrals that were made through this program. In an effort to remove any barriers to participation, MCBH also did not collect program outcomes and demographics are extrapolated from demographic reports on the California Healthy Kids Survey. Similar to teachers across the country, teachers in Mono County were maximally stressed and we did not want to add additional paperwork to the program. Because the programs were integrated in FY 20-21, previous school-based wellness activities for FYs 18-19 and 19-20 are reported in the "Access & Linkage to Treatment: ESUSD Groups and Wellness Groups in Outlying Communities" section of this report.

[Eastern Sierra Unified School District Groups and Wellness Groups in Outlying Communities / Outreach in Outlying Communities](#)
FY 2018-2019 / FY 2019-2020

MCBH offers school groups in ESUSD (Eastern Sierra Unified School District) Schools. In FY 2016-2017, the MCBH Director noticed that among ESUSD schools, high rates of students were reporting sad or hopeless days (as measured by the California Healthy Kids Survey). To address this issue, MCBH case managers started reaching out to the schools and establishing mental health-related groups based on the schools' identified needs. Students in need of individual or more intensive services are linked to treatment through these groups. In FYs 18-19 and 19-20, MCBH staff offered a "menu" of school groups based on the Strong Kids curriculum to ESUSD schools. This menu included such options as conflict resolution, self-esteem, and resilience. During the course of the school year, MCBH staff facilitated two Strong Kids groups at Lee Vining Elementary School that consisted of eight sessions on Conflict Resolution and nine sessions on Social Skills and Communication. Fourteen fifth graders participated in these groups (4 and 10, respectively). Although groups were offered to Bridgeport and Walker/Coleville schools, these campuses did not identify students in need of group services. In addition to the Strong Kids groups, MCBH offered "wellness" services to ESUSD schools. These wellness groups were yoga for kids (Kinder, 1st and 2nd grade), as well as an after school cooking class specifically for high school students. In FY 20-21, these school-based wellness activities were integrated into the North Star School-Based services, with a focus on introducing wellness into school curricula. Data for FY 20-21 can be found in the "North Star School-Based Services: School Wellness" section of this report.

Beyond the ESUSD school groups, MCBH began to offer a myriad of wellness services to Eastern Sierra communities, including Mindfulness and various yoga groups. The classes were geared towards various age groups and were welcome and free to all Mono County residents. While MCBH staff hosting the services are able to provide information to participants regarding MCBH's mental health services, referrals are not formally made or tracked. MCBH has been able to successfully continually offer wellness programming to outlying communities in recent fiscal years.

In FY 2018-2019, MCBH hired a Walker-based case manager to focus on PEI activities in the northern part of Mono County. This staff member is a key part of MCBH's access and linkage program. Within the Walker/Coleville schools, she started a once-weekly after school cooking class program for high school students, participated in conflict resolution at recess, and offered in-class yoga. Within the community more broadly, she conducts regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with service members and their families.

In FY 2019-2020, this staff member expanded her in-class yoga offerings and was serving approximately 30 students per week. She continued her after school cooking program and hosted weekly Mommy and Me Yoga and Family Arts and Crafts groups at the Walker Wellness Center. She offered the Strong Kids curriculum to students who need extra support and she worked one-on-one in a play-based setting with youth who have been identified as needing extra support and a relationship with a caring adult.

FY 2020-2021: Outreach in Outlying Communities

Previously called the “Outreach in Walker Community” program, this program is now called the “Outreach in Outlying Communities” program. In FY 2018-2019, MCBH hired a Walker-based case manager to focus on PEI activities in the northern part of Mono County. At the end of FY 19-20, MCBH hired a Bridgeport-based Wellness Center Associate to focus on wellness and prevention activities in the Bridgeport community. These staff members are key parts of MCBH’s access and linkage program. Within the Walker community, the program includes regular outreach to the isolated Mountain Warfare Training Center Marine Corps Base, attending social events and building relationships with members of the Walker community and their families.

Walker Senior Center

The next activity funded through the Prevention category is a portion of the operations at the Walker Senior Center. Located in remote Walker, CA, the Senior Center is the fixture of a community that is 34 percent 60 years and older (2010 Census). This program is operated by Mono County Social Services and typically includes daily lunches for seniors, a welcoming area to spend time during the day, and structured activities ranging from games to informative learning sessions. The senior center lead staff person has been trained in Healthy IDEAS, a depression screening tool for seniors and is trained on how to refer individuals to MCBH for services. Through this partnership with the Walker Senior Center, MCBH has the goal of reducing isolation and building community supports, both of which have been identified as needs in the Community Program Planning Process.

MCBH Facebook Page

Created on February 2, 2016, the Salud Mental Mono County Facebook page was designed to reduce stigma and discrimination among the local Latino/Hispanic community. All posts were in Spanish first. Additionally, it helped advertise events at MCBH, especially those for Spanish speakers, and it helped improve access to services. Due to the poor traction the Salud Mental page was gaining (it has 30 “likes” as of June 2018), it was absorbed by the Mono County Behavioral Health facebook page in the 2018-2019 FY. MCBH adjusted the regular facebook page to include more Spanish postings and Spanish content to continue the stigma and discrimination reduction efforts. At the start of COVID-19 in March 2020, which forced MCBH to switch entirely to teleservices, activity on the MCBH Facebook page greatly increased. The MCBH Facebook page features a variety of content, including original posts on mindfulness, meditation, Facebook Live activity sessions (yoga, crafts, etc.), general thoughts and considerations of Mental Health, promotion of MCBH events, and shared posts of mental-health related content. The MCBH facebook page has seen great success since COVID-19 and is now maintaining a high number of followers compared to the department’s previous social media endeavors.

Suicide Prevention Trainings for Teachers and Staff

Mono County Behavioral Health occasionally hosts formal suicide prevention trainings for teachers and staff at local schools – for FY 18-19 there was one training held in Walker, and one held in Lee Vining in FY 19-20. There were no suicide prevention trainings for teachers and staff

held in FY 20-21 due to the pandemic and shifting school needs/resources/capacity. Additionally, in FY 18-19 MCBH Director Robin Roberts participated in one training each at Eastern Sierra Unified and Mammoth Unified school districts, during which safety and suicide prevention protocols were developed.

Community Outreach and Trainings

MCBH occasionally offers community-based trainings on various mental health topics. MCBH conducted five trainings between FY 18-19 and FY 20-21 (two trainings each FY18-19, 19-20, and one training FY 20-21). For FY 18-19, MCBH performed two Outreach Trainings related to Mental Illness. The first training was an event with the Mammoth Lakes Foundation in which college students were provided with information regarding managing stress and anxiety. The second FY 18-19 training was through the Mono Arts Council which featured a session on Social Emotional Learning. In January 2020, Mono County saw a sudden spike in suicide rates. In response, MCBH hosted two community suicide events during FY19-20 (these events were independent of suicide prevention trainings offered in Mono County schools). The first event was a partner event with a local food service provider, and the second event was partnered with the Mammoth Mountain Ski Area (MMSA). In FY 20-21, MCBH hosted a Mental Health First Aid course, as part of Mental Health Awareness month. The course was open to the community and local professionals, and was attended by participants such as MCBH staff, Mono County Office of Education staff, local emergency medical services staff, and others. The course covered emergency response to mental health emergencies and thoroughly covered suicide as a mental health emergency.

Aggregated Demographic Information

Age Group	FY 18-19	FY 19-20	FY 20-21
Children/Youth (0-15)	64	101	488
Transition Age Youth (16-25)	31	103	76
Adult (26-40)	26	432	379
Adult (41-59)	5	419	371
Older Adult (60+)	4	218	271
Prefer not to answer			

Primary Language	FY 18-19	FY 19-20	FY 20-21
English	104	675	1,115
Spanish	15	89	168
Other	1	26	51
Prefer not to answer			

Race / Ethnicity	FY 18-19	FY 19-20	FY 20-21
American Indian or Alaskan Native	1	1	14
Asian			
Black or African American	2	2	3
Native Hawaiian or other Pacific Islander	1	1	5
White	95	79	265
Hispanic/Latino	68	34	189
Caribbean			
Central American			
Mexican/ Mexican-American/Chicano	18	12	4
Puerto Rican			
South American			
African			
Asian Indian / South Asian			
Cambodian			
Chinese			
Eastern European	1	1	
European	12	5	
Filipino			
Japanese			
Korean			
Middle Eastern			
Vietnamese			
Other	4	3	1
More than one race/ethnicity	6		123
Prefer not to answer	5	2	3

Sex Assigned at Birth	FY 18-19	FY 19-20	FY 20-21
Male	48	95	190
Female	60	92	122
Other			
Prefer not to answer		11	

Sexual Orientation	FY 18-19	FY 19-20	FY 20-21
Heterosexual or Straight	36	36	17
Bisexual			
Gay or Lesbian			
Queer			
Another sexual orientation			
Questioning or unsure of sexual orientation			
Prefer not to answer	2	1	

Gender Identity	FY 18-19	FY 19-20	FY 20-21
Male	6	188	749
Female	48	711	267
Transgender Male			
Transgender Female			
Genderqueer/gender non-conforming			
Questioning/ unsure of gender identity			
Another gender identity			
Prefer not to answer			

Disability	FY 18-19	FY 19-20	FY 20-21
No	37	26	18
Learning disability	1	1	
Difficulty seeing			1
Difficulty hearing, or having speech understood			
Other communication disability			
Developmental disability			
Dementia			
Other mental disability not related to mental health			
Physical / mobility disability			
Chronic health condition / chronic pain			
Other			
Prefer not to answer			

Veteran Status	FY 18-19	FY 19-20	FY 20-21
Never served in the military	37	27	54
Currently active duty			
Currently reserve duty or National Guard			
Previously served in the US Military and received an honorable or general discharge			~12
Previously served in the US Military and received entry-level separation or other than honorable discharge			
Served in another country's military			
Other	1		
Prefer not to answer			

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Program Outcomes

Peapod Playgroup Program

The commentary style feedback provided from participating adults of the Peapod program for both FY18-19 and FY 19-20 proved very positive and useful. The consensus of the served population was that they really enjoyed the sessions and spoke highly of the instructors; the only noted areas of improvement were to add more classes and to offer classes on different days to avoid schedule conflicts. Fortunately, those suggested improvements are reasonably implemented for future FYs. Additionally, reports provided from MCOE First 5 indicate that because of participant satisfaction of the program in both fiscal years, that the program's purpose is being met and will continue to be offered.

FY 2018 - 2019

Average Satisfaction at each Playgroup, Quarters 1 & 2 FY 2018-19

Scale: 0 Strongly Disagree - 5 Strongly Agree		Walker	Mammoth Bilingual	Crowley	Bridgeport	Chalfant	Lee Vining
Content of Sessions	1	Met my expectations for a playgroup	4.50	5.00	5.00	None	N/A
	2	Was a helpful forum for talking about parenting	4.50	5.00	5.00		
	3	Addressed my family's needs and interests	4.00	5.00	5.00		
	4	Introduced helpful resources	4.50	5.00	4.89		
Playgroup Leader	5	Was knowledgeable and well prepared	5.00	5.00	5.00		
	6	Answered questions and suggested resources	5.00	5.00	5.00		
	7	Facilitated children's play	5.00	5.00	5.00		
	8	Facilitated parent interaction	5.00	5.00	5.00		
Mental Health Services	9	I would feel comfortable with seeking mental health care if I felt like I needed some help.	4.50	4.82	5.00		
	10	I know where to get mental health care in my community.	4.50	4.82	4.56		
	11	I know how to go about getting mental health care in my community.	4.50	4.82	4.56		
	12	I know about some of the mental health issues common to families with young kids.	4.50	4.64	4.56		
Number of Surveys collected at each site:		2	11	9	0	N/A	N/A

Average Satisfaction at each Playgroup, Quarters 3 & 4, FY 2018-19

Scale: 0 Strongly Disagree - 5 Strongly Agree			Mammoth English	Crowley
Content of Sessions	1	Met my expectations for a playgroup	4.96	4.89
	2	Was a helpful forum for talking about parenting	4.91	4.89
	3	Addressed my family's needs and interests	4.96	4.78
	4	Introduced helpful resources	4.91	4.89
Playgroup Leader	5	Was knowledgeable and well prepared	5.00	5.00
	6	Answered questions and suggested resources	5.00	5.00
	7	Facilitated children's play	5.00	4.89
	8	Facilitated parent interaction	4.87	4.89
Mental Health Services	9	I would feel comfortable with seeking mental health care if I felt like I needed some help.	4.96	4.67
	10	I know where to get mental health care in my community.	4.65	4.67
	11	I know how to go about getting mental health care in my community.	4.78	4.56
	12	I know about some of the mental health issues common to families with young kids.	4.48	4.44
Number of Surveys collected at each site:			23	10

County-Wide Peapod Survey Average n=55



FY 2019 – 2020

Table 6: Parenting Reflection exit Survey for families with children over 1

N=4	Before program average	After Program Average	Change
Scale of 1 (Strongly disagree) to 5 (strongly agree)			
<i>I know how to meet my child's social and emotional needs</i>	3.75	4.5	0.75
<i>I understand my child's development and how it influences my parenting responses.</i>	3.5	4.25	0.75
<i>I regularly support my child's development through play, reading, and shared time together.</i>	4.5	4.75	0.25
<i>I establish routines and set reasonable limits and rules for my child.</i>	4.5	4.75	0.25
<i>I use positive discipline with my child.</i>	4.25	4.25	0
<i>I make my home safe for my child.</i>	4.75	4.75	0
<i>I am able to set and achieve goals.</i>	3.75	4.5	0.75
<i>I am able to deal with the stresses of parenting and life in general.</i>	3.25	4	0.75
<i>I feel supported as a parent.</i>	3.5	4.5	1
Total			4.5

Table 7: Satisfaction exit survey

	Strongly Agree FY 19-20 N=10	Strongly Agree FY 18-19 N=26
<i>I feel comfortable talking with my parent educator.</i>	98%	94%
<i>I would recommend this program to a friend.</i>	98%	94%
<i>My parent educator gives me handouts that help me continue learning about parenting and child development.</i>	98%	94%
<i>My parent educator is genuinely interested in me and my child.</i>	98%	94%
<i>My parent educator encourages me to read books to my child.</i>	98%	88%
<i>This program increases my understanding of child's development.</i>	94%	69%
<i>My parent educator helps me find useful resources in my community.</i>	100%	75%
<i>Activities in the visits strengthen my relationship with my child.</i>	98%	69%
<i>I feel less stressed because of this program.</i>	88%	50%

FY 2020 - 2021

Parent Survey Comments:

What were the strong parts of the playgroups?

- Interactions with other babies
- Building relationships with other moms, sharing tips, sharing experiences.
- Interacting with other babies & moms!
- interactive play and meeting other kids and families

What suggestions do you have for future playgroups?

- less pandemic and more peapod!

Parent Comments:

Playing and sharing

Songs, Kids, Learning to play together, practice sharing, talking w/ parents, Spanish and parachute.

Parent interactions, singing songs

Social interactions for kids.

Great interaction for kids with other kids. Great selection of play toys and learning activities.

Great songs and parent time too.

Parent and children interaction.

Regular place to go with routine.

Great Toys

Free play, songs, safety

Attendance, toys, free play

Socialization for my daughter

Parent Suggestions:

Peapods are great. We love coming to them.

Keep going, year around

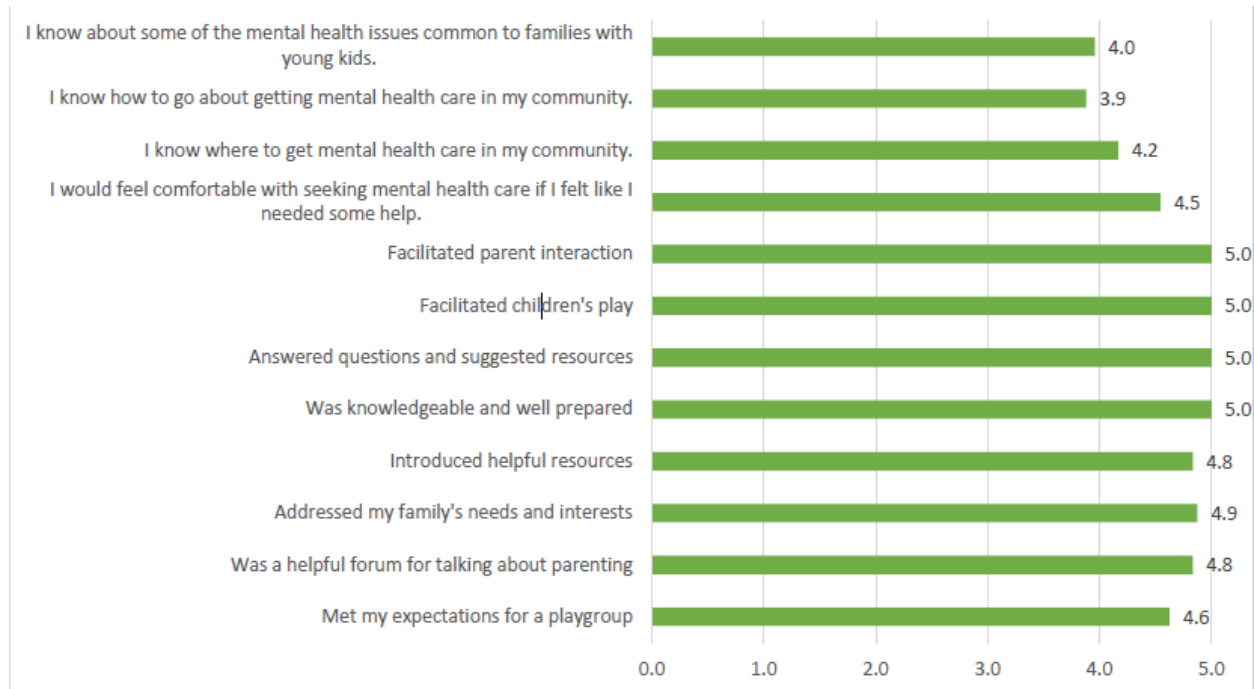
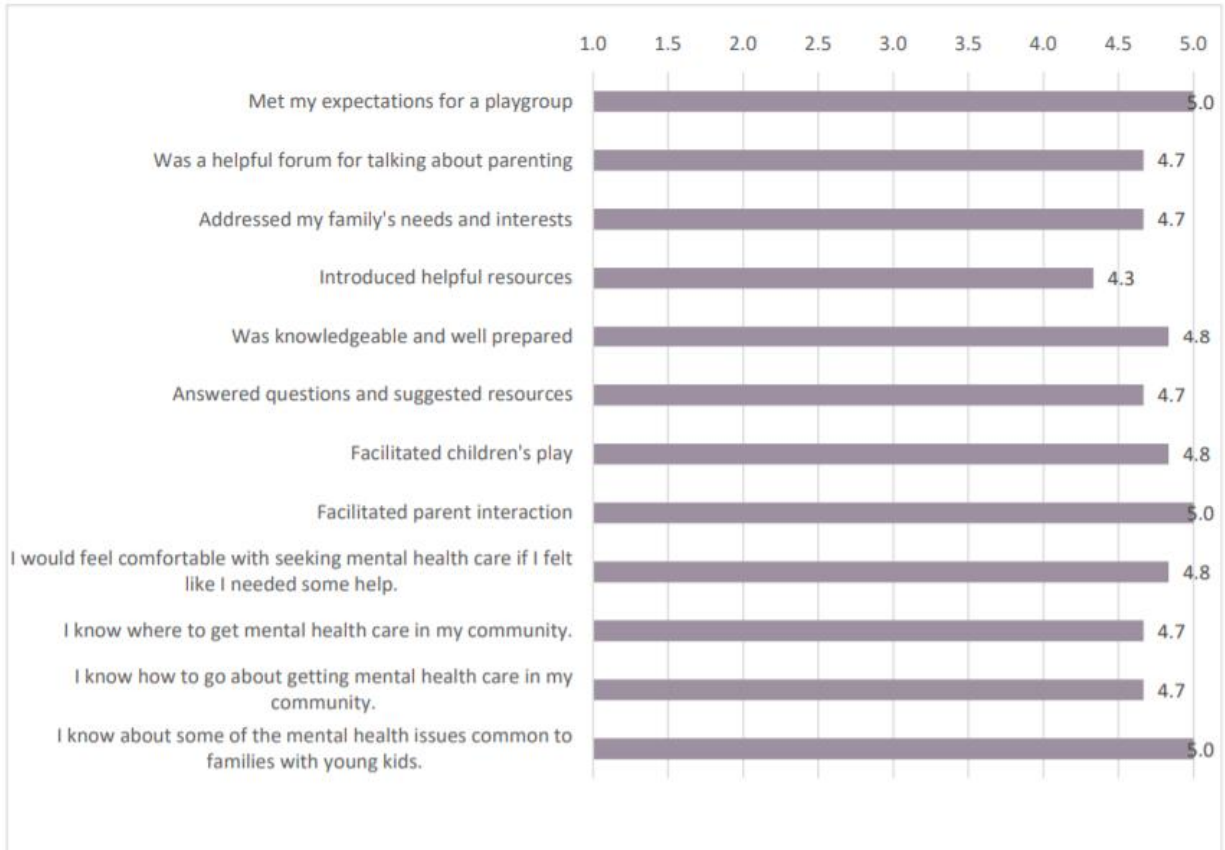
Music

None, we love Peapod

More of the same. More baby signs.

Maybe longer playgroups - 1 hour goes fast

Table 2: Surveys, n=6



North Star Counseling Center / North Star School-Based Services: Group Services
FY 2018 - 2019

No pre- or post-tests were administered, so pre/post analysis is not possible.

FY 2019 - 2020

No groups offered.

FY 2020 - 2021

No groups offered.

North Star School-Based Services: School Wellness Activities

FY 2018 – 2019; FY 2019 - 2020

N/A

FY 2020 - 2021

For wellness programming, the best measure for program outcomes we can offer is the continual attendance to our sessions. While more traditional measures of program outcomes are not available due to the pandemic, the virtual nature of the programming, and the overall stress of the teachers, MCBH was able to collect the following qualitative data from program facilitators, participants, or their guardians:

“I need a moment alone, it’s ok, I can meditate by myself” – Participant

“I’m really good at breathing now” – Participant

“My son with autism is sitting in the yard meditating now, thank you” – Participant parent

“It is so sweet and the kids are so engaged. Its great watching the kids ” – Participant parent

ESUSD School Groups

Program	Number of Sessions Offered	Average Number of Attendees
Diversity Reading	37	20
Mindfulness	19	22
Wellness Conversations	15	12
Kids Yoga	272	18

Eastern Sierra Unified School District Groups and Wellness Groups in Outlying Communities / Outreach in Outlying Communities

FY 2018 - 2019

No pre- or post-tests were administered for the ESUSD School Groups, so pre/post analysis is not possible. For wellness programming, the best measure for program outcomes we can offer is the **continual attendance** to our sessions.

ESUSD School Groups

Program	Number of Sessions Offered	Average Number of Attendees
Strong Kids - Conflict Resolution	6	3
Strong Kids - Social Skills	6	10

FY 2019 - 2020

No pre- or post-tests were administered for the ESUSD School Groups, so pre/post analysis is not possible. For wellness programming, the best measure for program outcomes we can offer is the continual attendance to our sessions.

ESUSD School Groups

Program	Number of Sessions Offered	Average Number of Attendees
Kids Yoga - 1st grade	15	15
Kids Yoga - 2nd grade	15	16
Kids Yoga - Kinder	10	24
HS Cooking Group	16	11

FY 2020 - 2021

Community Wellness

Program	Number of sessions offered	Average Number of Attendees
Yoga	At least 7	5
Mindfulness	At least 3	1

[MCBH Facebook Page](#)

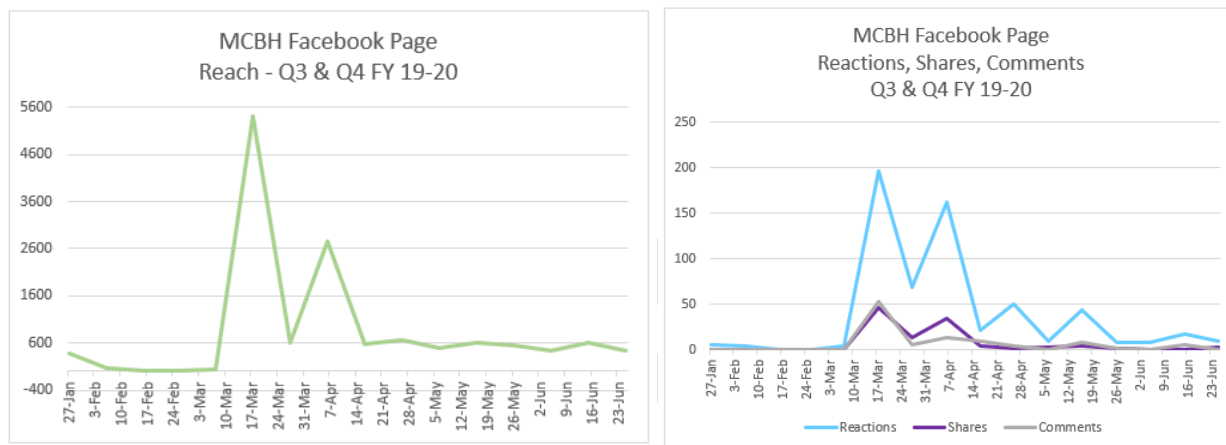
FY 2018 – 2019

Unavailable

FY 2019 – 2020

Program outcomes for the MCBH page are determined by social media engagement. While averages are provided above, MCBH feels it worthy to mention that the MCBH facebook page has a maximum reach of 5,403 persons with our content as of June 2020. While we have wide reach and a high number of followers, engagement is generally low. Most people “react” to our posts (laugh, wow, sad, care, mad), with a maximum of 231 reactions (as of June 2020). Post comments and shares are the area of least engagement, with a maximum of 72 post shares and a maximum of 53 post comments (as of June 2020). Facebook recently changed the way that their page tracks metrics such as followers, reach, reactions, and engagement. A major change includes not being able to see these metrics for a point in time or date range, so, more recent numbers for the FY 20-21 are not available.

Below are time series of MCBH Facebook page reach, reactions, shares and comments. As evidenced by the time series, MCBH’s most successful engagement with program outcomes was early during the COVID-19 pandemic. This is considered a success due to the increased need for mental health services during a globally stressful time.



FY 2020 – 2021

In 2022, MCBH began distributing a survey to gather program outcomes that resulted from the MCBH Facebook Page content. The questions in the survey aimed to identify the direct results of viewing our content, in terms of stigma reduction of mental health conditions and getting help for mental health issues. The survey also asked participants to identify feedback and improvement ideas for content and reachability through our page. The results were as follows:

100% of participants strongly agreed that they were more likely to believe anyone can have a mental health condition, or more likely to believe that people with mental health conditions can contribute to society.

100% of participants agreed that they were (1) more likely to seek support from a mental health professional; (2) more willing to talk to a friend or family member if they thought they were experiencing mental distress; and (3) more willing to actively and compassionately listen to someone in distress.

So far, there have been no responses to the content feedback question.

Suicide Prevention Trainings for Teachers and Staff

FY 2018 - 2019

There are no survey program outcomes to report for FY 18-19, however, one program outcome is the successful development of school safety protocols for ESUSD and suicide prevention protocols for MUSD that were collaboratively developed with district staff.

FY 2019 - 2020

Unavailable
FY 2020 - 2021
No trainings offered

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INNOVATION

Help@Hand (a.k.a. “The Technology Suite”)

This project, implemented in multiple counties across California, is bringing interactive technology tools into the public mental health system through a highly innovative set or “suite” of applications designed to educate users on the signs and symptoms of mental illness, improve early identification of emotional/behavioral destabilization, connect individuals seeking help in real time, and increase user access to mental health services when needed. Counties have pooled their resources through the Joint Powers Authority, CalMHSA, to jointly manage and direct the use of selected technology products. The first formal name of this project was “Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions” and was called the “Technology Suite” for short. Farther along in the project, after working with a marketing firm, stakeholders, and peers, the project was rebranded as Help@Hand.

Innovation serves as the vehicle and technology serves as the driver, promoting cross-county collaboration, innovative and creative solutions to increasing access and promoting early detection of mental illness and signs of decompensation, stopping the progression of mental illness and preventing mental illness all together.

The date that this plan was approved by the MHSOAC was February 22, 2018 and the date that Mono County incurred its first expenses under the project was October 18, 2019 (the official project start date). Mono County Behavioral Health previously requested an extension of time until October 18, 2021, but due to COVID-19 was unable to take critical steps forward in implementation. After submitting a second requested extension of time, the new end date of this Innovation Plan will be February 8, 2023, which is in line with other Help@Hand Cohort One counties. The initial time period approved by the MHSOAC was 17 months. This final extension request increased the project time to three years and four months, which will allow Mono County time to locally implement its chosen web and mobile applications. This project will retain its original learning goals and there has been no change to the project’s target populations.

MCBH sent a letter to the MHSOAC informing them of this extension request on 9/20/21 and received an acknowledgment/approval of the extension request on 10/6/21. See Appendix D for copies of these letters.

In Summer/Fall of 2021, Mono County obtained 10 myStrength test licenses to further test the technology. This app focuses on tailored wellness activities that meet each individual’s mental health goals. Test accounts were provided to three Peers from Mono County’s wellness center, two Spanish-speaking staff members, and the director of their senior center. Staff members testing myStrength were selected to represent geographical diversity. Those well connected to

the community and who might be most helpful when disseminating to the community were also selected. Staff who had tested myStrength provided informal qualitative feedback to Staff Services Analysts within Mono County.

In early FY 21-22, after working with CalMHSA and Cambria Solutions, MCBH formally selected the MyStrength app for implementation and decided to use its funds to purchase 2500 licenses (minimum purchase) and spend the remaining funds held by CalMHSA on marketing the app widely within Mono County. After several administrative delays on the parts of CalMHSA and myStrength, MCBH rolled out use of the app and the marketing in winter 2022.

To support the roll out, MCBH trained all staff on how to talk about/recommend the app and trained wellness center associates (who are peers) in how to get people enrolled. To better reach our target populations, Mono County is planning to partner with the local senior center, Cerro Coso Community College, and a local organization that provides wellness activities and support groups. The outreach and marketing efforts within the department will be paid for with the remaining Innovation funds allocated for this project.

Help@Hand Program Cost Per Person Estimates for FY 22-23

Total Cost of Program	\$24,500
Total Estimate of Participants	500
Total Estimated Cost per Person	\$49
Estimated Cost for Children (0-15)	\$0
Estimated Cost for TAY (16-25)	200 people = \$9,800
Estimated Cost for Adult (26-59)	200 people = \$9,800
Estimated Cost for Older Adult (60+)	100 people = \$4,900

*Licenses are available for 2,500 people (this was the minimum license purchase available) – these cost per person estimates reflect an estimate of how many licenses MCBH thinks will actually be used.

Upcoming Projects: Mobile Crisis Response or Electronic Health Record Project with CalMHSA

MCBH had originally planned to write a mobile crisis response Innovation Plan in FY 21-22, but after receiving the Crisis Care Mobile Units Grant through the Department of Health Care Services and re-assessing its Innovation funds up for reversion, MCBH determined that it would not bring

forward a new Innovation Plan until FY 22-23. At this time, MCBH is exploring the option of either expanding its existing Mobile Crisis Program with additional learning goals or joining a project with CalMHSa related to their EHR implementation and CalAIM administration.

DRAFT

INNOVATION PROJECT REPORTS

Help@Hand (a.k.a. Technology Suite) Annual Project Report:

Please see the Year 1, Year 2, and Year 3 evaluation report links below as well as screen shots of the Executive Summaries of each report.

Full Year 1 Evaluation Report:

https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand_annual_evaluation_report_year_1.pdf

Full Year 2 Evaluation Report on the MHSA page and the link below:

https://www.monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand_evaluation_year_2_annual_report_memo_v2.pdf

Full Year 3 Evaluation Report on the MHSA page and the link below:

https://monocounty.ca.gov/sites/default/files/fileattachments/behavioral_health/page/10057/helphand-annual-evaluation-report-year-3-calmhsa-memo.pdf

EXECUTIVE SUMMARY

INTRODUCTION

Help@Hand is a five-year statewide collaborative demonstration project funded by Prop 63 (also known as the Mental Health Services Act) that is designed to bring interactive, technology-based, mental health solutions into the public mental health system through a highly innovative set, or “suite”, of mobile applications. The project also integrates Peers (individuals with lived experience of mental health issues and co-occurring issues) throughout the project. Currently, twelve Counties and two Cities participate in the project. These include: Kern, Los Angeles, Marin, Modoc, Mono, Monterey, Orange, Riverside, San Francisco, San Mateo, Santa Barbara, and Tehama Counties; Tri-City; and City of Berkeley.

The primary activities of Help@Hand over the past year can be characterized by four R’s: Re-innovate; Re-envision; Re-organize; and Reach.

Re-innovate

- Released a Request for Statement of Qualification (RFSQ) in order to add new apps to suite
- Developed a process to pilot new apps
- Established the Help@Hand Peer Model by defining Peers and their role in the project

Re-envision

- Identified key strategic priorities to guide the first Tech Suite Innovation collaboration of County/City behavioral health departments in California
- Created and adapted tools, training, and support to help critically examine apps within the behavioral health setting
- Sought guidance from various experts in technology implementation, finance, and digital legal fields

Re-organize

- Reorganized the budget model:
 - Allocated more funds for local control to allow more decision-making autonomy and resources for County/City level implementation
 - Retained funds at the Collaborative level to allow cost sharing for common needs

Reach

- Met with local stakeholders to provide updates and gather feedback on topics such as digital mental health literacy
- Published first Quarterly Stakeholder Update Report and began planning webinars for the public
- Created the Help@Hand brand and developed a marketing plan

HELP@HAND EVALUATION ACTIVITIES AND FINDINGS (YEAR 1- SEPTEMBER 2018 TO DECEMBER 2019)

Market Surveillance examined technologies in the marketplace similar to Help@Hand and found:

- There is considerable variability in the app marketplace.
- The content or functions of apps change, sometimes quickly, due to updates. Furthermore, apps frequently are added or removed from the marketplace or change names.
- Digital phenotyping apps were not widely available for the public.
- Obtaining usage data will be key to measuring the success of Help@Hand apps.
- Only a small number of users ever used the app again after the day of download.

Site Visits with County Leadership, Clinicians, and Staff found:

- A particular technology's success is likely influenced by contextual factors outside the technology itself, including perspectives of leadership, providers, and Peers.
- Help@Hand technologies met with initial enthusiasm from clinicians, but unanticipated barriers resulted in challenges with meeting those expectations.
- Positive impressions are not sufficient to lead to successful implementation.
- Developing local champions appears to be a key strategy for achieving effective communication and knowledge, as well as successful implementation.
- Using technology in mental health service delivery is new and unanticipated challenges are likely to occur. Identifying and addressing these challenges quickly is important to maintain positive impressions and engagement.

Peer Program Evaluation consisted of interviews and surveys, and indicated:

- Peers are a ready and valuable resource with great potential to inform the appropriate selection and deployment of Help@Hand technology.
- There was a great deal of variability in how Peers were identified, hired, trained, managed and supervised.
- More clearly defining the Peer role and providing appropriate support will facilitate retention.

Data collected through heuristic evaluations and surveys/interviews/focus groups with community members and technology users revealed:

- Community members see the potential value of using mental health technologies.
- Community members also revealed barriers to adoption and continued use of mental health technologies.
- Addressing usability concerns will be critical for encouraging the adoption and continued use of these technologies.

Work conducted on the outcomes evaluation and data dashboard consisted of:

- Working with the California Health Interview Survey and California Health and Human Services to develop a state-wide data collection strategy to assess Help@Hand outcomes.
- Identifying comparison counties to better understand the impact of Help@Hand.
- Incorporating multiple stakeholder perspectives to choose a mental health stigma measure through a community-based selection process.
- Obtaining publicly available data.

Preliminary work to evaluate the second Request for Statement of Qualifications (RFSQ) process suggests:

- Providing clear instructions to Vendors on information that should be presented during demos will make it easier for Counties to compare across technologies.
- Information related to available features, data storage, sharing, and security is important and useful to collect from Vendors.
- Understanding information related to the user experience of the apps is important to avoid the risk of wasting Counties' time, effort, and money.
- Standardizing processes, data collection strategies, and tools across Counties will enhance the value of the information that Counties will obtain from their efforts.



Recommendations based on findings from Year 1 are provided on page 63-65.

EXECUTIVE SUMMARY

INTRODUCTION

Year 2 of the Help@Hand project was marked by the same critical ruptures, social upheavals, and unprecedented challenges that have shaped 2020 for all of us, and have made the work of providing targeted and accessible digital mental health therapeutics newly profound for our communities.

The COVID-19 pandemic has revealed itself to be a generation-defining complex of interrelated crises—not only the public health emergency which is still overwhelming Help@Hand counties/cities, but also new crises of rampant unemployment, housing issues, and much more. Meanwhile, 2020 witnessed thousands of protests that have demanded an evolution of the conversation around systemic racism and its effects in communities of color. And through all of this, the year in politics culminated in the national election in November, with Joseph R. Biden Jr. and Kamala D. Harris, respectively, selected as the President and Vice President of the United States.

The past year had several challenges, but also gave way for communities to speak loudly and clearly about their needs, strengths, fears, and hopes. 2020 revealed all of these needs to be inextricably linked, and emphasized the collective toll on mental health. And yet, Year 2 of the Help@Hand program has afforded a vital opportunity to respond to community need with renewed dedication and community-driven effort.

Year 2 of the project was a year of careful community needs assessments, rigorous assessment of digital therapeutic technologies and market surveillance, thoughtful piloting and implementation phases, and vital shared learnings across the collaborative with an emphasis on even greater cross-unit collaboration moving forward. Critical insights into the needs and trends of different linguistic communities, age groups, and regions with respect to the use of digital and online mental health tools were gained. A high-level overview of Year 2 program and evaluation activities as well as learnings is provided below. As the program looks ahead to Year 3, it will continue to build upon the successes and learnings of this unparalleled, yet incredibly formative year.

HELP@HAND EVALUATION ACTIVITIES AND LEARNINGS

SYSTEM EVALUATION- MARKET SURVEILLANCE, ENVIRONMENTAL SCAN, AND COLLABORATIVE PROCESS EVALUATION

The Year 2 system evaluation focuses on evaluating system-related factors that may affect Help@Hand. It presents evaluation activities and learnings from the market surveillance, as well as the status of the environmental scan and the collaborative process evaluation. Findings include:

- User experience assessment suggests that many mental health apps offer interesting, engaging, and easy-to-use support. However, limited accessibility features indicate that not everyone can get on-demand support from these apps and may face barriers beyond ease of use.
- User experience, downloads, and engagement were higher for chatbot apps than for meditation or peer support apps.
- Digital phenotyping, an approved component of Help@Hand technologies, is not a widely available feature in publicly available mental health apps.
- Apps identified through Help@Hand's most recent Request for Statement of Qualification (RFSQ) tended to underperform in the marketplace in terms of number of downloads and number of monthly active users.

PEER EVALUATION

The evaluation of the Peer component carried out in Year 2 documents Peer activities, identifies successes and challenges to implementing the Peer component, and shares lessons learned across the Collaborative. Findings include:

- Peers are playing an active role in supporting the Help@Hand program across the Collaborative. There is enthusiasm overall for the contribution of the Peer component to the Help@Hand project.
- Digital educational materials can be delivered remotely to address digital literacy, in response to the in-person constraints brought about by COVID-19.
- Peers have been engaged in digital product testing throughout Year 2, and counties/cities plan to sustain this engagement into Year 3.
- Over time, more counties/cities are reporting successes with incorporating Peer input into Help@Hand decisions, but challenges to program implementation are being reported by an increasing number of counties/cities.

COUNTY/CITY TECHNOLOGY, USER EXPERIENCE, AND IMPLEMENTATION EVALUATION

In Year 2, the Help@Hand evaluation team conducted needs assessments to assure that technologies remain appealing and accessible to all users throughout the reach of the Collaborative. In particular, the needs of Los Angeles community college students and individuals within the Riverside County Deaf and Hard of Hearing Community were assessed, and plans for additional assessments with Orange County were initiated.

Marin, Riverside, San Francisco, and San Mateo Counties, as well as City of Berkeley and Tri-City explored different technologies with target populations to provide valuable feedback about how well or poorly specific technologies were received, which in turn will inform the pilot and implementation phase of selected technologies.

Meanwhile, Los Angeles, Marin, San Francisco, San Mateo, Santa Barbara, and Tehama Counties planned pilots to test potential technologies. A few of these pilots were paused or discontinued for various reasons. At the same time, Los Angeles and Orange Counties implemented technologies, with the intention of offering these technologies to a larger group of community members or using them for the remainder of the project.

In addition, the Help@Hand Collaborative developed a framework to rapidly launch technologies to respond to the needs of their communities during COVID-19. Riverside County developed and launched a peer-chat app called Take my Hand in 2020. San Francisco County is planning to partner with Riverside County on piloting this app as well in 2021. Another technology launched was Headspace, which Los Angeles and San Mateo Counties began offering to county residents in 2020. San Francisco plans to launch Headspace in their county in 2021.

Also, Monterey and Los Angeles Counties released a Request for Information and created a Request for Proposal as part of their development of a tool that screens and refers residents of Monterey County.

Finally, Kern and Modoc Counties completed their projects and transitioned off of Help@Hand. Exit interviews were conducted with both counties.

OUTCOMES EVALUATION AND DATA DASHBOARDS

The outcomes evaluation assesses Help@Hand's overall impact in the state of California. Key findings include:

- For both teens and adults, individuals with higher distress levels were more likely to have used online tools to connect with other individuals living with similar addiction or mental health conditions.

- California Health and Human Services (CHHS) and its Institutional Review Board (IRB) approved the Help@Hand evaluation team request for data from vital statistics, which allowed the evaluation team to start analyzing data regarding suicides, and drug and alcohol overdoses. The analysis of the five-year baseline period from 2015 to 2019 revealed that the general rates of suicide and overdose are generally slightly higher in comparison counties than in Help@Hand counties.

RECOMMENDATIONS

Recommendations based on evaluation learnings are provided on page 97 for the Help@Hand Collaborative and the individual Help@Hand counties/cities.

Help@Hand began to stabilize in its third year of the project, as several counties/cities successfully piloted and implemented technologies to support the mental health needs of their communities.

Collaboration between counties/cities participating in the project continued to be instrumental to project success. Counties/cities learned from each other and even partnered with each other to plan technology launches across California. At the same time, the project also experienced shifts with some counties/cities graduating from the Collaborative.

Additionally, Peers were an essential part of the project in Year 3. Peers contributed in multiple ways and supported key successes across the project. They also provided insights to strengthen and improve the project.

Multiple evaluation activities were conducted in Year 3. This report synthesizes learnings from these various activities.

HELP@HAND EVALUATION ACTIVITIES, LEARNINGS, AND RECOMMENDATIONS

System Evaluation

Headspace, myStrength, and comparable apps were reviewed in Year 3. Learnings from the review include:

- Ensure that content within a particular app product aligns with program goals.
- Plans for implementing a product within a particular community should be built upon how the product is expected to be used by community members.

The Help@Hand evaluation team also interviewed CalMHSA leadership in the beginning of Year 3. The interview identified common project learnings:

- Needs assessments and stakeholder input are important when planning to implement a technology because they provide insight on which technologies would be most beneficial to the community.
- Successful technology pilots and implementations should recognize cultural differences and consider the specific needs of target populations.
- Low levels of digital literacy remain a barrier for consumers adopting apps.
- An essential component for project management was streamlining processes during planning, executing, and monitoring technology launches.

Peer Evaluation

Quarterly surveys and bi-annual follow-up interviews were conducted with Peer Leads. Surveys and interviews were conducted with Tech Leads in counties without a Peer Lead. Findings include:

- Peer activities this year included product testing, community outreach, digital literacy training, device distribution, and piloting technology.
- Help@Hand Peers had several successes, including meaningful contributions to the Help@Hand project. A frequently reported contribution was increased visibility in the program through delivering presentations to committees and community organizations. Improved communication across the Collaborative and workplaces were other successes.
- A number of recommendations were offered. Recommendations can be found on page 32.

¹ Help@Hand defines a Peer as a person who publicly self-identifies with having a personal lived experience of a mental health/co-occurring issue accompanied by the experience of recovery. A Peer has training to use that experience to support the people they serve.

County/City and Consumer Experience Evaluation

Help@Hand counties/cities were involved in a number of activities in this period. These included:

- Los Angeles, San Francisco, San Mateo, and Santa Barbara Counties, and the City of Berkeley provided free subscriptions to Headspace. Evaluation of these efforts included app data, consumer surveys, and exploration surveys.
- Riverside County continued to support their community with TakemyHand™, their Peer support platform, and partnered with San Francisco County to plan a pilot of TakemyHand™.
- Orange County continued the implementation of Mindstrong with clients at a local healthcare provider. The evaluation included surveys and interviews with clients and referring providers, along with app data.
- San Mateo County concluded their pilot of Wysa. Data from their local evaluation is spotlighted in this report.
- Marin County completed a pilot myStrength. Findings from consumer and staff surveys and interviews are included in this report, along with myStrength app data. Mono and Tehama Counties, along with City of Berkeley and Tri-City began, or made plans, to offer myStrength.
- Monterey and Los Angeles counties began working with CredibleMind to build a mental health technology that would screen and refer residents to county mental health services.
- Other technologies were provided, or planned to be provided, by several counties/cities. Los Angeles County offered iPrevail to county residents. Riverside County began a pilot of A4i. Los Angeles County also began planning for use of MindLAMP and Syntranet. Marin and Riverside Counties reviewed and considered various technologies to pilot and implement.
- Needs assessments with Behavioral Health Services clients and members of Riverside County's Deaf and Hard of Hearing Community were planned by Orange and Riverside Counties, respectively. The needs assessments seek to understand perceptions of mental health, use of technology to support mental health, and desired resources to support mental health.
- Kern and Modoc concluded their projects and transitioned off of Help@Hand.

Outcomes Evaluation and Data Dashboards

The California Health Interview Survey (CHIS) included questions on the use of mental health resources that were specifically tailored for the Help@Hand program. Important findings were:

- A significant increase was found from 2019 to 2020 in the percent of people who use the internet and social media almost constantly or many times a day across California.
- Adults who used an online tool to support mental health reported higher levels of usefulness in 2020 than in 2019.
- There was a slight decrease in the percentage of adults who reported using social media, blogs, or online forums to connect with people with similar mental health or alcohol/drug concerns from 2019 to 2020.

Recommendations

Recommendations based on evaluation learnings include the following. More details are provided on page 141.

- Planning implementation strategies that recognize and address the unique circumstances of key target audiences may improve product uptake and maintenance.
- Managing resources is key to delivering a successful project because it plays an important role in setting project expectations, improving implementation processes, and increasing the likelihood of success.
- Considering needed approvals should take place early in the planning process to improve timeline adherence.

- Creating effective and reliable avenues for sharing information continues to require consideration. It is recommended that current strategies for supporting project communication be reviewed with an eye toward building and supporting effective communication strategies and eliminating those that have been ineffective.
- Involving partners early on and considering their own resources and requirements may impact timelines.
- Developing an open and collaborative relationship with technology vendors continues to emerge as an important learning.
- Recruiting, training, engaging, and involving Peers in decision making processes remain an important need across the project. Continuous efforts to center and elevate Peer voices is essential for success. Systems for continuous collaboration and information sharing across counties/cities for all Peers is also needed.
- Training and supporting providers can facilitate product uptake. Refresher trainings, coaching, and additional materials (e.g. flyers) can be helpful.
- Considering users' early impressions of a technology and evaluating whether the content meets users' long-term needs at later time points help understand user engagement.
- Consenting users requires careful consideration, time, and resources. Counties/cities have encountered numerous hurdles in their efforts to develop their consent process.
- Addressing digital literacy continues to be a need in the community, especially with vulnerable populations, communities of color, and individuals identified as limited English Proficient. It is recommended that local efforts to address the digital literacy divide be documented (e.g. create a white paper), integrating knowledge around availability of federal and statewide resources.
- Improving efficiencies as well as streamlining and simplifying processes across the project occurred this year. Recommendations include developing project management documentation at the local level, which can then be distributed across Help@Hand to serve as a source of ideas.
- Using a one-size-fits all model for project planning and management is not well-suited to such a large and diverse program. Efforts to tailor to individual county/city and project needs have proven to facilitate progress across Help@Hand.
- Marketing a planned implementation is a key component for bringing the target audience to a product. Attracting a specific target audience requires that the marketing strategy be unique and tailored, rather than generic and broad.
- Distributing devices happened in many counties/cities. Consider developing a white paper on device distribution that synthesizes learning and recommendations, including providing information about local, state, and federal support programs.
- Placing kiosks in key client locations can be an effective way of reaching many people.
- Sharing actionable insights continue to benefit the Collaborative. Identifying strategic efforts for addressing best practices for disseminating information across the collaborative will accelerate program impact.
- Considering opportunities for sustainability and lasting impact of project outputs should continue to be prioritized.

WORKFORCE EDUCATION AND TRAINING

The Workforce Education and Training (WET) program includes five different funding categories, including Training and Technical Assistance (TA), Mental Health Career Pathway Programs, Residency and Internship Programs, Financial Incentive Programs, Workforce Staffing Support. MCBH does not presently have a full time WET Coordinator. Instead this position is filled by the Program Manager, Amanda Greenberg, MPH. See WET Table 1 below for a summary of these programs, which promote community collaboration, cultural competence, and wellness and recovery.

WET Table 1. WET Service Categories & Programs/Services

Service Category	Training & TA	Residencies & Internships	Financial Incentives
Programs and Services	<ul style="list-style-type: none">• Trainings & Conferences	<ul style="list-style-type: none">• Staff Supervision	<ul style="list-style-type: none">• Loan Assumption Program

Training and Technical Assistance (TA):

MCBH continues to coordinate and fund training, TA, and other related activities for staff members under its Trainings and Conferences Program within the Training and TA funding category. Staff are encouraged to identify their individual and collective training needs and seek out ongoing education both locally and regionally. Department leadership also identifies training needs and opportunities that align with MCBH's vision, mission, and core values.

In FY 21-22, MCBH continued to do the majority of its trainings and in-services remotely, focusing on several key themes: racial equity/cultural competence and serving clients and communities in times of extreme division. The department also renewed its focus on meeting various training requirements after receiving the results of its Triennial Review. As a result of intensive racial equity work in FY 20-21, MCBH formed a Racial Equity Committee in FY 21-22 and created a Racial Equity Work Plan, which includes trainings, activities, and goals designed to institutionalize anti-racism work within the Behavioral Health Department. The components of this plan stretch into FY 22-23 and MCBH will be using WET funding to cover the costs of several trainings related to this plan. MCBH continues to participate in the County-wide Justice, Equity, Diversity, and Inclusion (JEDI) Committee and will do so into FY 22-23.

In FY 21-22, two members of the MCBH Leadership Team attended the CIBHS Leadership Institute for Behavioral Health professionals, several staff took advantage of funding to pursue college classes outside of work hours, and a training is planned for summer 2022 which focuses on the culture of poverty. It is the hope of MCBH that staff will be able to begin traveling to regular conferences, state meetings, and other in-person trainings in FY 22-23 and the latter portion of FY 21-22.

Mental Health Career Pathway Programs:

MCBH employs several staff members who grew up in Mammoth Lakes, received training in the health and human services field, and then returned to seek employment with MCBH. Although the department does not currently have any formal career pathway programs in place, MCBH participates in the Senior Symposium in “normal times,” which helps prepare students for life after high school, including job selection. The department also believes that through its outreach and stigma reduction work, it is making it more possible for individuals to pursue careers in mental health.

Residency and Internship Programs:

MCBH frequently has intern staff. Funds from this category were used in FY 20-21 and FY 21-22 to pay for the costs to supervise post-graduate interns or the contract for supervision of LCSW staff. Until current staff receive their licensure, MCBH will continue to utilize this funding for these purposes in FY 22-23.

Financial Incentives Programs:

In this loan assumption program, MCBH pays back up to \$10,000 per year on the principle of student loans related to behavioral health education. MCBH believes that this program has helped retain its staff, which is a significant concern in remote Mono County. The department will be continuing this program from 2020-2023 as funds allow. In FY 21-22, MCBH had six staff take advantage of this benefit, including three administrative staff and three clinical staff. As indicated in its Assessment of Current Capacity section above, MCBH classifies all its positions as difficult to recruit and retain and therefore eligible for its loan assumption program. It is anticipated that of the staff members still eligible in FY 22-23, they will participate in the WET Central Regional Partnership/Department of Health Care Access and Information (HCAI) loan assumption program. In the case that staff members are determined to not be eligible through this program, MCBH will offer loan assumption separately.

WET Central Regional Partnership:

Thanks in part to a legislative action that provided a “match” for WET funds contributed to the regional partnership, MCBH is participating actively in the WET Central Regional Partnership for the first time in many years. In contributing \$12,598.59 in FY 21/22, MCBH will see the benefit of approximately \$44,000 in program funds (as shown in the screen shot below), which it plans to allocate entirely to loan assumption. As mentioned above, staff members who are eligible for loan assumption in FY 22-23 will apply through this program, making MCBH’s contribution to its WET loan assumption program in FY 22-23 much smaller than in FY 21-22.

Mono County Program Budget Allocation:

Program Funds Allocation for County	\$44,153.16
Administrative Fee	\$6,622.98
Total County Funding	\$50,776.14

Central Region WET Regional Partnership Mono County Grant Match:

County Share of OSPHD Regional Grant Award	\$38,177.55
County Match Funds Collected under this Agreement	\$12,598.59
Total County Grant Funds	\$50,776.14

Note: The above "Total County Grant Funds" is inclusive of a \$6,622.98 CalMHSA Administrative Fee.

Challenges or barriers, and strategies to mitigate | Identify shortages in personnel

Trying to develop a behavioral health specialty within a small, rural county is very difficult due to the small scale of specialist concerns. As a result, most providers at MCBH are more "generalists." Furthermore, to attend off-site trainings in larger cities such as Sacramento, Los Angeles, or San Francisco often requires at least a half day of travel and a stay overnight. MCBH does not currently have a Workforce Staffing Support program. Finally, as noted previously in this plan, MCBH has several open positions. When MCBH is able to fill these positions, it will have greater capacity to serve the mental health needs of Mono County residents.

List any significant changes in Annual Update, if applicable

Significant changes include: utilizing funds within the Residency and Internships Program and an increase on the contribution of funds to the WET Central Regional Partnership from \$11,000 to \$12,598.59.

CAPITAL FACILITIES/TECHNOLOGICAL NEEDS

For information about MCBH's planning MHSa Housing Project, please see the CSS section of this report. No CF/TN funds will be used to pay for this project in FY 21-22 or FY 22-23. In FY 20-21, MCBH expended the last of its AB 114 funds up for reversion on this housing project in total amounting to \$222,876.57

MCBH is transitioning to a new electronic health record (EHR) system in FY 21-22, with a go-live date of summer 2022. The cost of this new EHR and the staff time associated will be covered by Telehealth Grants and BH-QIP funds. In 22-23, any costs associated with the EHR not covered by these sources will be absorbed into our administrative costs and spread across components at the advice of our fiscal consultant.

Challenges or barriers, and strategies to mitigate

N/A

List any significant changes in Annual Update, if applicable

Significant changes include: MCBH is not planning to expend any CF/TN funds in FY 21-22 or FY 22-23.

TRANSFERS & PRUDENT RESERVE

In FY 21-22, MCBH transferred less than 10% of its CSS funds to the WET component to cover programming costs and to provide a state match to the Central Regional Partnership. In FY 22-23, MCBH will again transfer less than 10% of its CSS funds to sustain its WET programming.

Below is MCBH’s MHA Prudent Reserve Assessment. The Department will assess and certify the Prudent Reserve every five years, as required by the Department of Health Care Services.

Mono County MHA Prudent Reserve Assessment			
2013-14	\$	1,260,369.61	
2014-15	\$	1,755,991.51	
2015-16	\$	1,576,514.98	
2016-17	\$	1,744,410.99	
2017-18	\$	1,795,078.70	Through June 2018
TOTAL		\$8,132,365.79	
@ 76%		\$6,180,598.00	
% 5	\$	1,236,119.60	Calculated Maximum PR Level
@ 33%	\$	407,919.47	

MHSA EXPENDITURE PLAN BY COMPONENT 2022-2023

Mono County MHSA Component Expenditure Worksheet 2022-23

	Component						
	CSS	PEI	INN	WET	CFTN	PR	
FY22/23 Estimated MHSA Revenue	\$ 1,672,000	\$ 418,000	\$ 110,000				\$ 2,200,000
FY22/23 Est. Estimated Other Revenue	\$ 34,000						\$ 34,000
FY22/23 Est. MHSA Interest Revenue	\$ 68,400	\$ 17,100	\$ 4,500				\$ 90,000
FY22/23 Estimated Expenses	\$ 2,371,718	\$ 635,770	\$ 24,500	\$ 161,928	\$ -		\$ 3,193,916
One Time MHSA Housing Project	\$ 1,577,124						\$ 1,577,124
FY22/23 PR Transfer	\$ -					\$ -	\$ -
FY22/23 CFTN and WET Transfers	\$ (162,000)			\$ 162,000			\$ -

Community Services and Supports (CSS) Component Worksheet 2022-23

County: Mono

	FSP	GSD	O&E	Total CSS
CSS Programs				
1 FSP	\$310,762			\$310,762
2 Expansion of case management/supportive services		\$160,746		\$160,746
3 Wellness Centers		\$217,381		\$264,181
4 Crisis intervention/stabilization	\$7,078	\$7,078		\$14,156
5 Supportive Housing Services	\$20,000			\$20,000
6 Community Outreach & Engagement			\$95,407	\$95,407
7 Wrap Program	\$169,685	\$18,854		\$188,539
8 Telehealth Services	\$278,681	\$278,681		\$557,362
CSS Administration / Indirect Costs				\$752,783
CSS Community Program Planning				\$7,782
CSS MHSA Housing Program	\$946,274	\$630,850		\$1,577,124
Total CSS Expenditures	\$1,732,481	\$1,313,590	\$95,407	\$2,371,718

Prevention and Early Intervention (PEI) Component Worksheet 2022-23

County: Mono

	PEI	OIR	ALT	SDR	Total PEI
PEI Programs					
1 Peapod Playgroup Program	\$40,000				\$40,000
2 Walker Senior Center	\$50,000				\$50,000
3 North Star School-Based Services	\$108,592				\$108,592
4 Community Trainings		\$28,835			\$28,835
5 Outreach in Outlying Communities			\$128,418		\$128,418
6 Community Engagement				\$76,045	\$76,045
PEI Administration / Indirect Costs					\$201,793
PEI Community Program Planning					\$2,087
Total PEI Expenditures	\$198,592	\$28,835	\$128,418	\$76,045	\$635,770



Innovation (INN) Component Worksheet 2022-23

County: Mono _____

	Total INN
INN Programs	
1 Help@Hand	\$24,500
2	
3	
4	
5	
6	
7	
INN Administration	
INN Community Program Planning	
Total INN Expenditures	\$24,500



Workforce, Education and Training (WET) Component Worksheet 2022-23

County: Mono _____

	Total WET
WET Funding Category	
Workforce Staffing Support	\$42,000
Training and Technical Assistance	\$48,000
Mental Health Career Pathways Programs	\$0
Residency and Internship Programs	\$0
Financial Incentive Programs	\$20,000
WET Administration	\$51,396
WET Community Program Planning	\$532
Total WET Expenditures	\$161,928

Capital Facilities/Technological Needs (CFTN) Component Worksheet 2022-23

County: Mono

	Total CF/TN
Capital Facility Projects	
Capital Facility Administration	\$0
Total Capital Facility Expenditures	\$0
Technological Needs Projects	
Technological Needs Administration	\$0
Total Technological Needs Expenditures	\$0
Total CFTN Expenditures	\$0

DRAFT

APPENDIX A: PENETRATION RATE DATA

Table 1: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2019 by Race/Ethnicity

Mono MHP				
Race/Ethnicity	Average Monthly Unduplicated Medi-Cal Beneficiaries	Percentage of Medi-Cal Beneficiaries	Unduplicated Annual Count of Beneficiaries Served by the MHP	Percentage of Beneficiaries Served by the MHP
White	1,248	36.3%	77	38.7%
Latino/Hispanic	1,653	48.0%	89	44.7%
African-American	13	0.4%	*	n/a
Asian/Pacific Islander	27	0.8%	*	n/a
Native American	89	2.6%	*	n/a
Other	414	12.0%	28	14.1%
Total	3,441	100%	199	100%
The total for Average Monthly Unduplicated Medi-Cal Enrollees is not a direct sum of the averages above it. The averages are calculated independently.				

Table 2: County Medi-Cal Beneficiaries and Those Served by the MHP in CY 2019 by Threshold Language

Mono MHP		
Threshold Language	Unduplicated Annual Count of Beneficiaries Served by the MHP	Percentage of Beneficiaries Served by the MHP
Spanish	62	31.2%
Other Languages	137	68.8%
Total	199	100%
Threshold language source: DHCS BHIN 20-070.		
Other Languages include English		

Penetration Rates and Approved Claims per Beneficiary

Figure 1: Overall Penetration Rates CY 2017-19

Mono MHP

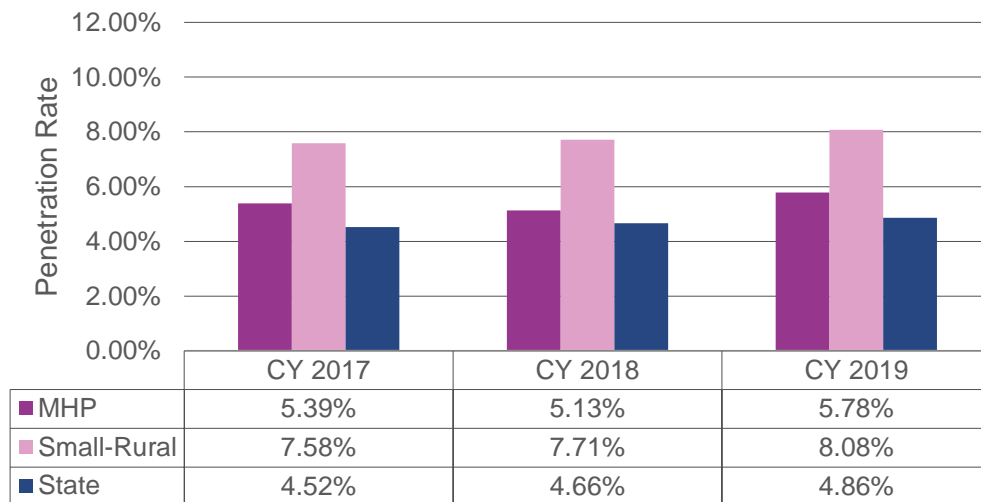


Figure 2: Overall ACB CY 2017-19

Mono MHP

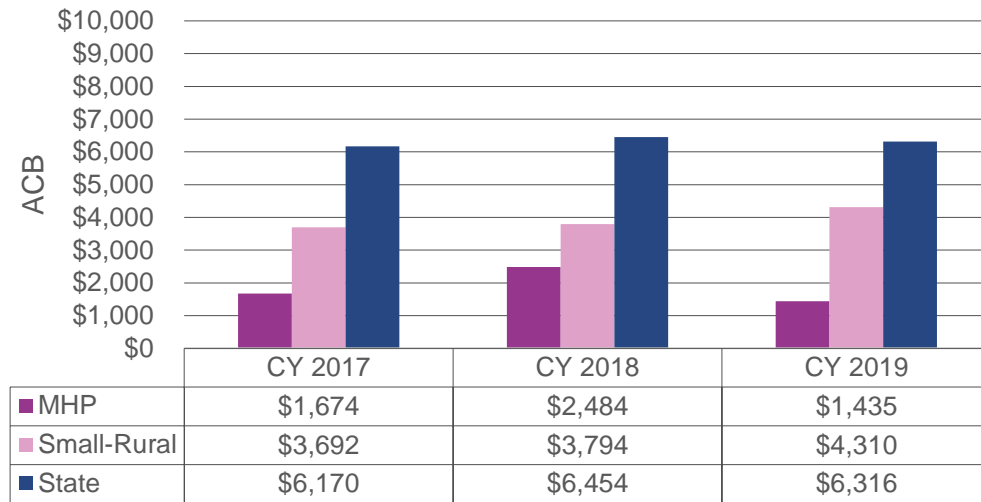


Figure 3: Latino/Hispanic Penetration Rates CY 2017-19

Mono MHP

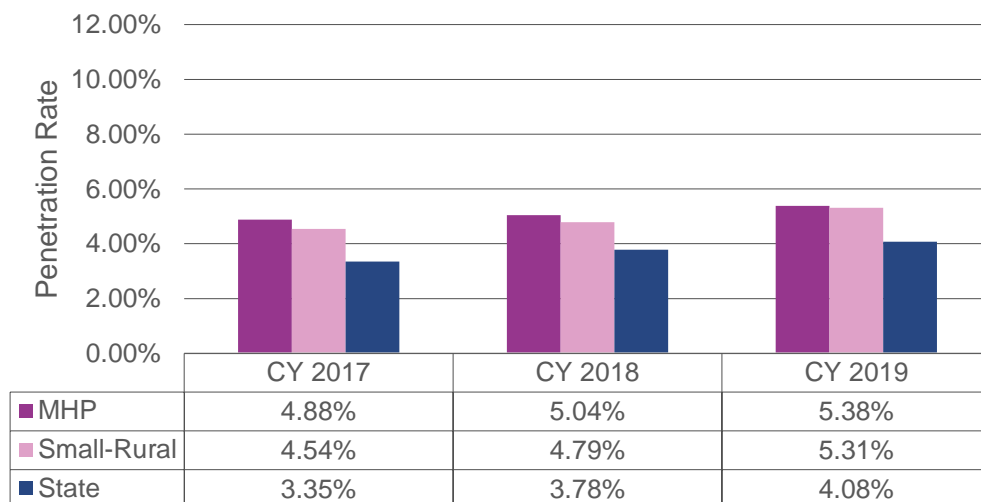


Figure 4: Latino/Hispanic ACB CY 2017-19

Mono MHP

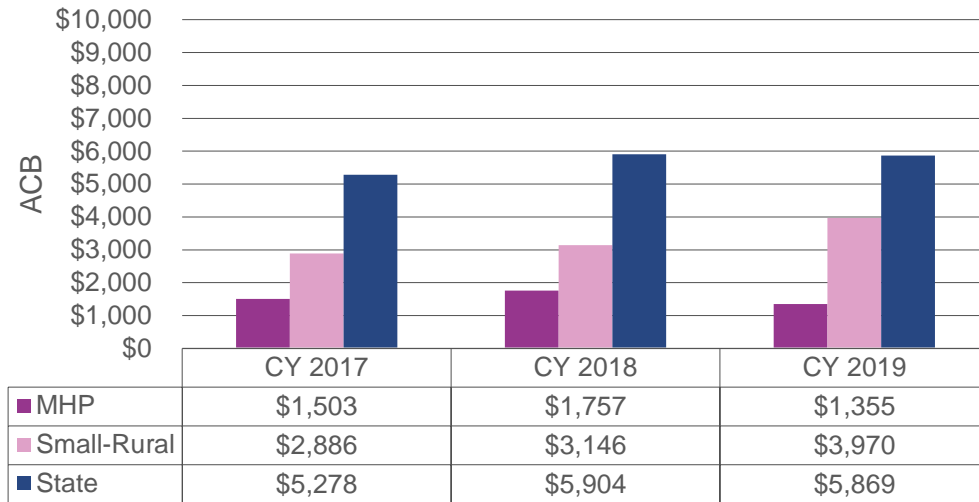


Figure 5: FC Penetration Rates CY 2017-19

Mono MHP

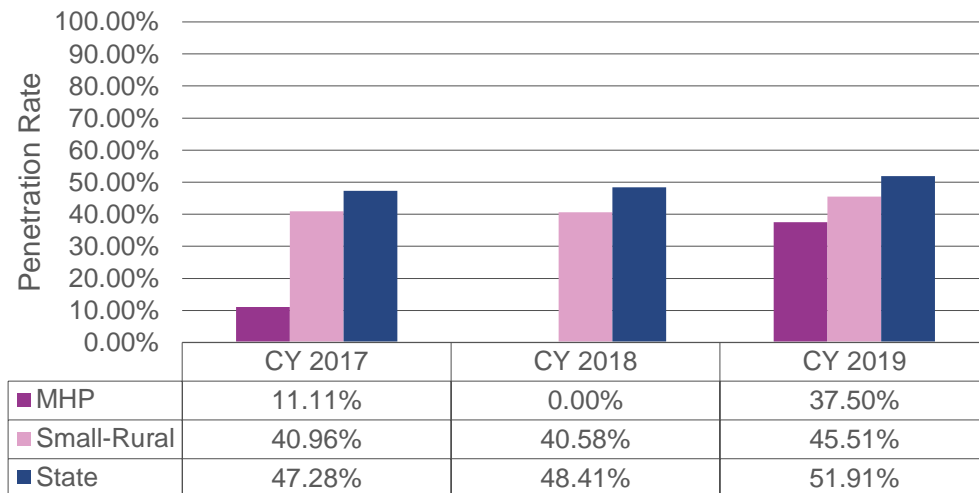
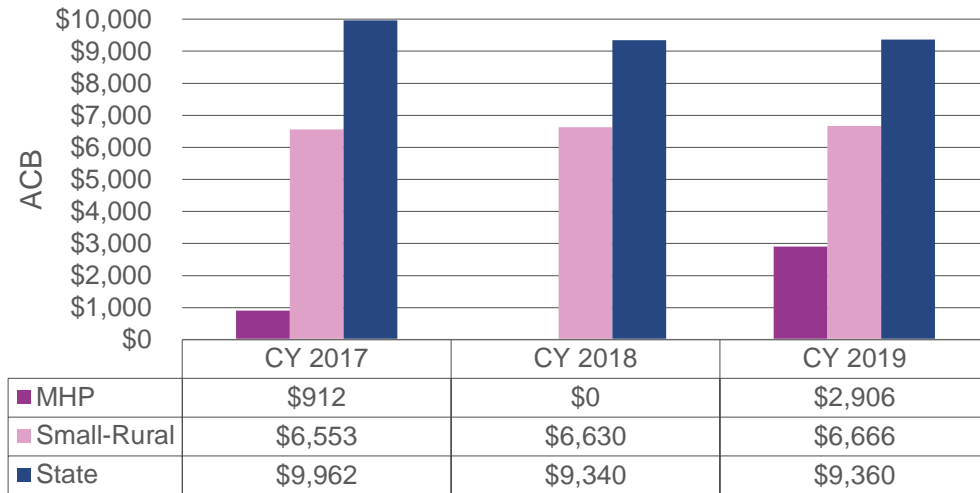


Figure 6: FC ACB CY 2017-19

Mono MHP



DRAFT

APPENDIX B: MHSA ISSUE RESOLUTION PROCESS

Mono County is committed to:

- a. Addressing issues regarding MHSA in an expedient and appropriate manner;
- b. Providing several avenues to file an issue;
- c. Ensuring assistance is available, if needed, for the client/family member/provider/community member to file their issue; and
- d. Honoring the Issue Filer's desire for anonymity.

Types of Issues to be resolved using this process:

- a. Appropriate use of MHSA funds; and/or
- b. Inconsistency between approved MHSA Plan and implementation; and/or
- c. Mono County Community Program Planning Process.

Process:

An individual, or group of individuals, that is dissatisfied with any applicable MHSA activity or process may file an issue at any point within the system. These avenues may include, but are not limited to, the Mono County Behavioral Health Director, Program Manager, QA/QI Coordinator, Mental Health Providers, Mental Health Committees/Councils.

Issues will be forwarded to the QA/QI Coordinator, or specific designee of the Behavioral Health Director, either orally or in writing.

Upon receipt of the issue, the QA/QI Coordinator, or specific designee of the Behavioral Health Director, will determine if the issue is to be addressed through the MHSA Issue Resolution Process or if it is an issue of service to be addressed by the Mental Health Plan (MHP) Problem Resolution Process. If the issue is regarding service delivery to a client, the issue will be resolved through the MHP Problem Resolution Process.

If the issue is MHSA-related regarding the appropriate use of MHSA funding, inconsistency between the approved MHSA Plan and implementation, or Mono County Community Program Planning process, the issue will be addressed as follows:

- a. Issue Filer's concern(s) will be logged into an MHSA Issue Log to include the date of the report and description of the issue.
- b. The Issue Filer will receive an acknowledgement of receipt of the issue, by phone or in writing, within the MHP Problem Resolution timeframes.
- c. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall notify the County's Mental Health Director and MHSA Program Manager of the issue received. The QA/QI Coordinator will investigate the issue while maintaining anonymity of the Issue Filer.
- d. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, may convene an ad-hoc committee to review all aspects of the issue. This review process will follow the existing Problem Resolution timeframes.

- e. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, will communicate with the Issue Filer while the issue is being investigated and resolved.
- f. Upon completion of the investigation, the QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall issue a report to the Behavioral Health Director. The report shall include a description of the issue, brief explanation of the investigation, staff/ad-hoc committee recommendation(s) and the County resolution to the issue.
- g. The QA/QI Coordinator, or specific designee of the Behavioral Health Director, shall notify the Issue Filer of the resolution, by phone or in writing and enter the issue resolution and date of the resolution into the MHSA Issue Log.
- h. MHSA Issues and resolutions will be reported annually in the Quality Improvement Report.

If the Issue Filer does not agree with the local resolution, the Issue Filer may file an appeal with the following agencies: Mental Health Services Oversight and Accountability Commission (MHSOAC); California Mental Health Planning Council (CMHPC); or California Department of Health Care Services (DHCS).

APPENDIX C: MCBH STAFF TRAININGS

MCBH staffed were trained by Amanda Greenberg on the Community Program Planning Process on 1/11/22 from 8-9 am via Zoom as part of a training on the CLAS Standards. Below is a screen shot of all live participants and sample of the slides covered.

Participants (20)

- MR Marcella Rose (Me)
- KM Kasandra Montes (she/they) (Host)
- AG Amanda Greenberg (Co-host)
- RR Robin Roberts
- RB Richard Bonneau - rbonneau@mono.ca.gov
- B bhathaway
- Debra Stewart
- D dirk
- DB Dylan Burditt (he/him)
- E Esmeralda
- Gabbi Duhl
- JW Jessica Workman
- JL Jimmy Lee
- LC Laura Cruz
- LP Lauren Plum, she/her
- LC LaVaree Chavez
- LB Luisana Baires
- Sofia Flores she/her/ella
- SM Stephany Mejia
- TR Tajia Rodriguez

CLAS Standards

- 13. Conduct regular assessments of community health assets and needs and use the results to plan and implement services that respond to the cultural and linguistic diversity of populations in the service area.
- 14. Partner with the community to design, implement and evaluate policies, practices, and services to ensure cultural and linguistic appropriateness.

MHS A CPPP
MENTAL HEALTH SERVICES ACT
COMMUNITY PROGRAM PLANNING PROCESS

What is the MHS A

- Voter-approved measure
- Community Services & Supports
- Prevention & Early Intervention
- Innovation
- Workforce Education & Training
- Capital Facilities & Technological Needs

What is the CPPP

- Process for stakeholder input
- Transformation of the public mental health system
- Qualitative data – focus groups
- For MCBH: wide variety of components

Involvement from Community, Clients, & Family Members

- Consumer Perception Surveys
- Quality Improvement Committee
- Cultural Outreach Committee
- Behavioral Health Advisory Board

Staff also participated in an MHSa Issue Resolution Process Training in late April 2021:

Mono County Behavioral Health Issue Resolution Process Training Sign-In Sheet	
Print Name	Signature
Esmeralda Curiel	<i>Esmeralda Curiel</i>
Laura Cruz	<i>Laura Cruz</i>
Danielle Murray	<u><i>Danielle Murray</i></u> Danielle Murray (Apr 26, 2021 14:21 PDT)
Luisana Baires	<i>L. B.</i>
Nancy Carillo	<u><i>Nancy Carrillo Rosas</i></u> Nancy Carrillo Rosas (Apr 26, 2021 14:53 PDT)
Sofia Flores	<u><i>Sofia Flores</i></u> Sofia Flores (Apr 26, 2021 14:20 PDT)
Jessica Ramos	<u><i>Jessica Ramos</i></u> Jessica Ramos (Apr 29, 2021 13:39 PDT)
Jessica Workman	<i>Jessica Workman</i>
Richard Bonneay	<u><i>Richard Bonneay</i></u> Richard Bonneay (Apr 26, 2021 14:32 PDT)
Debra Stewart	<u><i>Debra Stewart</i></u> Debra Stewart (Apr 26, 2021 17:19 PDT)
Marcella Rose	<i>Marcella Rose</i>
Amanda Greenberg	<u><i>Amanda Greenberg</i></u> Amanda Greenberg (Apr 26, 2021 14:46 PDT)
Sandra Villalpando	<u><i>Sandra Villalpando</i></u> Sandra Villalpando (Apr 26, 2021 15:17 PDT)
Gabrielle Duhl	<u><i>Gabrielle Duhl</i></u> Gabrielle Duhl (Apr 27, 2021 08:50 PDT)
Adriana Niculescu	<u><i>Adriana Niculescu</i></u> Adriana Niculescu (Apr 26, 2021 14:26 PDT)
Julie Jones	<u><i>Julie Jones</i></u> Julie Jones (Apr 26, 2021 14:27 PDT)
Robin Roberts	<u><i>Robin Roberts</i></u> Robin Roberts (Apr 26, 2021 15:29 PDT)
Betty Hathaway	<u><i>Betty Hathaway</i></u> Betty Hathaway (Apr 27, 2021 10:47 PDT)
Tajia Rodriguez	<i>Tajia Rodriguez</i>
Kassandra Montes	<u><i>Kassandra Montes</i></u> Kassandra Montes (Apr 26, 2021 15:37 PDT)
Stephany Mejia	<u><i>Stephany Mejia</i></u> Stephany Mejia (Apr 27, 2021 14:19 PDT)

Additionally, upon hire, all new staff go through an MHSa Training/Overview with the following agenda:

- MHSa Overview with Amanda: Date: _____
Time: _____
Location: _____
- Components and programs
- Community Program Planning Process
- What does MHSa mean for the department
- MHSa Issue Resolution Process

APPENDIX D: HELP@HAND EXTENSION REQUEST LETTER



MONO COUNTY BEHAVIORAL HEALTH DEPARTMENT

COUNTY OF MONO

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

September 20, 2021

Toby Ewing, Executive Director
Mental Health Services Oversight and Accountability Commission
1300 17th Street, Suite 1000
Sacramento, CA 95811

Dear Mr. Ewing,

I am writing to inform you that Mono County will be extending the current MHSOAC-approved time period for its Innovation Plan entitled, "Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions" (a.k.a. "The Tech Suite" and now known as "Help@Hand"). The date that this plan was approved by the MHSOAC was February 22, 2018 and the date that Mono County incurred its first expenses under the project was October 18, 2019 (the official project start date). Mono County Behavioral Health has previously requested an extension of time until October 18, 2021, but due to COVID-19 was unable to take critical steps forward in implementation. The new anticipated end date of this Innovation Plan will be February 8, 2023, which is in line with other Help@Hand Cohort One counties.

The initial time period approved by the MHSOAC was 17 months. This timeline did not include challenges related to the launch and implementation of the project or COVID-19. This final extension request would increase the project time to three years and four months, which would allow Mono County ample time to locally implement its chosen web and mobile applications. This project will retain its original learning goals and there has been no change to the project's target populations. Please don't hesitate to reach out if you have any questions or concerns.

Sincerely,

A handwritten signature in blue ink, appearing to read "Robin Roberts".

Robin Roberts (Sep 20, 2021 18:30 PDT)

Robin K. Roberts
Director, Mono County Behavioral Health



RECEIVED

OCT 06 2021

Mono County
Behavioral Health

September 23, 2021

Robin Roberts, LMFT
Behavioral Health Director, Mono County
PO Box 2619
Mammoth Lakes, CA 93546

Dear Director Roberts,

Thank you for your notification dated September 20, 2021, for the time extension of sixteen months for Mono County's Innovation plan, "Increasing Access to Mental Health Services and Supports Utilizing a Suite of Technology-Based Mental Health Solutions" (a.k.a. "The Tech Suite" and now known as "Help@Hand").

The Commission originally approved the project on February 22, 2018 for a duration of 17 months. On October 21, 2019 you notified the Commission that the start date for this project was October 18, 2019 and initiated a time extension of seven months to bring the total project duration to two years. With this second time extension, the end date for this project will be February 8, 2023, for a total project duration of three years and four months.

On behalf of the Commission, I would like to thank you for all the work you do in your community.

If you have additional questions or need further assistance, feel free to contact me sharmil.shah@mhsoc.ca.gov or your county liaison Wendy Desormeaux at wendy.desormeaux@mhsoc.ca.gov.

Sincerely,

Sharmil Shah, Psy.D
Chief-Program Operations

Copy: Amanda Fenn Greenberg, Program Manager

APPENDIX E: MHSA-RELATED SUBMISSIONS TO DEPARTMENT OF HEALTH CARE SERVICES

Mono County MHSA Plan

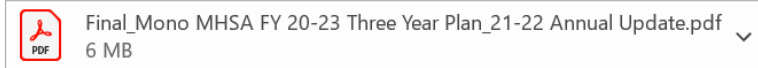


Amanda Greenberg

To mhsa@dhcs.ca.gov; Desormeaux, Wendy@MHSOAC; mhsoac@mhsoac.ca.gov
Cc [Robin Roberts](#)



9:14 AM



Good morning,

Please find attached Mono County Behavioral Health combined FY 2020-2023 MHSA Three-Year Plan and FY 2021-2022 Annual Update attached. This was approved by the Mono County Board of Supervisors on June 15, 2021.

Please let me know if you have any questions or concerns!

Take care,

Amanda Greenberg, MPH

Pronouns: she/her

Program Manager

Mono County Behavioral Health

760-924-1754

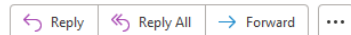
www.monocounty.ca.gov/behavioral-health

Mono County FY 20/21 ARER



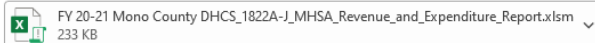
Jessica Workman

To DHCS.MHSA@DHCS
Cc [Amanda Greenberg](#); [Robin Roberts](#)



Fri 1/14/2022 1:07 PM

Follow up. Start by Monday, January 17, 2022. Due by Monday, January 17, 2022.



Hello,

Attached is the FY 20-21 ARER and certification for Mono County.

Please let me know if you have any questions and thank you for accommodating the template submission.

Thank you,
Jessica

Jessica Workman
Accountant
Mono County Behavioral Health
P.O. Box 2619
Mammoth Lakes, CA 93546
760-924-1742



MCBH also participated in its first Triennial MHSA Program Review and submitted its Plan of Correction as instructed and the plan was subsequently accepted. Please see screen shots below. The Findings Report and Plan of Correction are also posted here: <https://www.monocounty.ca.gov/behavioral-health/page/mental-health-services-act-quality-improvement>

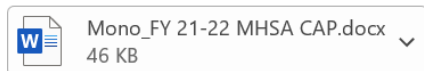
Mono County MHSA POC



Amanda Greenberg
To: MHSA@dhcs.ca.gov



12/8/2021



Good morning,

Please find Mono County's MHSA Plan of Correction attached. Please don't hesitate to let us know if any of the responses need to be amended or clarified.

Take care,

Amanda Greenberg, MPH

Pronouns: she/her

Program Manager

Mono County Behavioral Health

760-924-1754

www.monocounty.ca.gov/behavioral-health

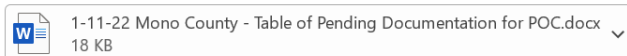
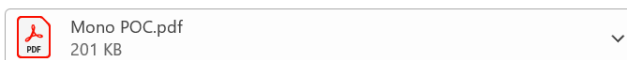
Mono County MHSA Plan of Correction Status and Pending Documentation



DHCS MHSA@DHCS <MHSA@dhcs.ca.gov>
To: Amanda Greenberg
Cc: Robin Roberts; DHCS MHSA@DHCS



Wed 1/12/2022 8:20 AM



[EXTERNAL EMAIL]

To: Ms. Greenberg,

The Department of Health Care Services (DHCS) is pleased to inform you that Mono County's submitted Mental Health Services Act (MHSA) Plan of Correction (POC) has been received and accepted. The POC is attached to this email as reference.

We request that you submit all documents of corrective actions taken as stated in your POC (i.e., policy and procedures, training materials, sign-in sheets, etc.) as evidence; by completion or the due dates indicated in the POC. Also attached is a table that outlines the pending documentation for the Findings and Suggested Improvements that would satisfy the corrective action steps indicated on the county's POC.

Please submit the required documentation to DHCS at MHSA@dhcs.ca.gov by the indicated due dates and be aware of future due dates noted on the attached table. DHCS is required to post on its Internet website the County's POC per Welfare and Institutions Code Section 5897(e). When available, the posted copy can be accessed [here](#).

APPENDIX F: BEHAVIORAL HEALTH PROGRAM MANAGER JOB DESCRIPTION (INCLUDES MHSA DUTIES)

MONO COUNTY

3/9/20

BARGAINING UNIT: MCPE

SALARY RANGE: 82

Date Revised

FLSA: Exempt

BEHAVIORAL HEALTH PROGRAM MANAGER

DEFINITION

Under general direction, plans, organizes, coordinates, conducts and evaluates one or more behavioral health programs through a multidisciplinary team approach. This is a diverse and multi-faceted position that includes elements of such positions as evaluation specialist, data analyst, policy analyst, grant writer, and researcher. Responsibilities include, at a minimum, completing or overseeing the following tasks: conducting an annual mental health community needs assessment, composing the MHSA Three-Year Plan and Annual Updates, developing program evaluations, and working with stakeholders to develop new programs based upon community needs. Additionally, this position is responsible for the development and the coordination of MHSA permanent residence programs for individuals with mental illnesses and perform related duties as assigned.

DISTINGUISHING CHARACTERISTICS

Incumbents in this class manage large, complex programs, and may supervise subordinate staff.

REPORTS TO

Behavioral Health Director or designee

CLASSIFICATIONS DIRECTLY SUPERVISED

May directly supervise staff or provide lead direction as assigned

EXAMPLES OF IMPORTANT AND ESSENTIAL DUTIES

Duties may include but are not limited to the following:

Plans, organizes, conducts and evaluates one or more behavioral health program

Serves as a member of the Behavioral Health administrative team in setting Department goals and objectives

Develops and/or adapts behavioral health programs that comply with the requirements of the Department of Health Care Services (DHCS), the Mental Health Services Oversight and Accountability Commission (MHSOAC), and other granting agencies

Prepares appropriate reports for the above-listed agencies

Assesses community health needs through annual stakeholder processes to direct program services

Coordinates any necessary committees in the program area using a multidisciplinary team approach

Represents the Behavioral Health Department on committees as necessary
Advocates with leadership groups and elected leaders for the advancement of behavioral health policy and to increase awareness of the Behavioral Health Department's programs
Assist in program budget development and management
Identifies, plans and directs staff in-service training and education, as required
Supervision of subordinate staff and contractors

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of audio-visual equipment; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; frequent contact with staff.

DESIRABLE QUALIFICATIONS

Knowledge of:

- The principles and practices of behavioral health administration and service provision.
- Specifics of assigned program area.
- Program planning and development.
- Health education methods and materials.
- Principles and practices of public relations and group dynamics.
- Community agencies and resources.
- Funding sources, program evaluation, and fiscal management.
- Principles of employee supervision and personnel practices.

Ability and willingness to:

- Understand, interpret and apply pertinent federal, state, and local laws, regulation, and standards
- Plan, coordinate, and implement assigned behavioral health public relations and education programs
- Apply the principles and techniques of community organization.
- Coordinate activities and secure support of diverse community groups.
- Conduct research on programs and other subjects as needed
- Facilitate meetings and coordinate public events
- Compile, organize, analyze, and interpret data
- Stay current with technical information related to the program.
- Speak effectively to diverse audiences of professionals and the public.
- Develop and deliver training for professional staff.
- Prepare reports, program policies, and procedures.
- Communicate effectively both orally and in writing.
- Establish and maintain cooperative working relationships.
- Use computers.
- Maintain confidentiality.

Training and Experience:

Any combination of training and experience which would provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities might be:

- Experience in Behavioral Health or Public Administration is highly desirable.
- Possession of a Bachelor's degree in a related field.
- Post-graduate coursework in Behavioral Health, Public Health, Public Administration, or a related field.

DRAFT

APPENDIX G: COMMUNITY PROGRAM PLANNING PROCESS & LOCAL REVIEW PROCESS ADVERTISEMENTS

Facebook:



The image shows a Facebook post from Mono County Behavioral Health. The post includes the organization's profile picture, name, and publication details. The main text asks for community feedback on mental health priorities. Below the text is a large green graphic with the SurveyMonkey logo and a laptop displaying a survey interface. The bottom of the graphic features the URL SURVEYMONKEY.COM and the title of the survey.

Mono County Behavioral Health
Published by Mono Cbh · February 8 at 2:44 PM · 🌐

We want to hear from YOU!

Mono County Behavioral Health is asking for the community's help in identifying mental health priorities as part of our Community Program Planning Process (CPPP) in 2022. Your feedback will help shape the programs that we offer in our community. Thank you in advance for taking a few minutes to complete the following questionnaire.

SurveyMonkey

SURVEYMONKEY.COM
Mono County Behavioral Health Community Program Planning Survey 2022

Email sent Feb. 2, 2022:

Other Updates

Community Program Planning Process Survey

Give us your feedback! How are we doing? What other programs would you like to see? Where should our focus be? Now is your chance, by filling out our CPPP Survey. Click [here](#) to take the survey (approx. 10 minutes).

Advertisements in local newspapers:

LETTERS

Your tax dollars are yours, not theirs

Dear Editor:

Last week's letter by Mr. Lahn Stavlo was directly on point when addressing the Mammoth Lakes Tourism MLEI and the misuse of our public tax dollars. Mr. Stavlo brought forth two important issues which need further examination. First, he correctly observed that when the Town Council formed MLEI (the local marketing organization) "it started a bureaucracy that has become a cancer which drains the financial resources of our citizens."

He then observed, "One of the primary functions of MLEI is a cancer in its continued existence" followed by "Why else would it want to extend its charter?..." The answer to Mr. Stavlo's question is important for everyone in Mammoth Lakes to understand.

The answer is contained within the recent Claim for Damages filed by Main Street Taxpayer Association (MSTA). That claim reveals the scope of what Mr. Stavlo identifies as a cancer. For years MLEI has not used the Tourism Business Improvement District (TBID) assessment funds and occupancy tax proceeds to benefit the public which pays those taxes. Instead, those public funds have been used to pay expenses of Mammoth Mountain and the personal expenses of non-public individuals and corporations.

Using public funds to pay non-public debts is a serious violation of several laws and state constitution provisions. To start with, most of the people I worked with in local governments were good and honest public servants. My city attorney position required me to advise my staff and council of the law and lawful procedure. As City Attorney, I made sure my councilmembers attended annual conferences where they could learn how to behave as councilmembers. The mandatory task facing every city manager, attorney, council, district attorney and judge is that each must follow the law. Each is deemed to know the law and be accountable to it.

As a property owner in Mammoth Lakes since prior to the 1986 incorporation of the Town, I like Mr. Stavlo, have remained sensitive to the use of our tax dollars. Before retiring, I was a prosecutor for a large city, and then became city attorney for two medium-sized Southern California cities.

As a Mammoth Lakes property owner having paid significant tax dollars to the Town, it was shocking to discover the misuse of our tax dollars was the Town's big secret. This secret can no longer be kept. As Mr. Stavlo noted, the MLEI flagrant misuse of public funds damages all of us by removing those public owned funds from the pool of dollars required to be used for only our public benefits.

Main Street Taxpayer Association is a charitable corporation. The MSTA goal is to work with local authorities to solve these problems. All of the events described here are more specifically stated within the MSTA claim in possession of the town council and staff. As a public document you can ask the Town Clerk for a copy.

As a voter, you do control your local politics. You have the power to keep them honest. For example, when a Mammoth Lakes Council considers a TBID assessment to be imposed upon you, your first question must be "Why?" When imposing the TBID assessment in both 2013 and 2018, the promise made by the Mammoth Council was that the TBID assessment paid by every business would be spent for "the specific benefit" of the business paying the assessment. Has the assessment been spent as a "specific benefit" to local businesses? The evidence clearly revealed in the MSTA Claim says NO.

The evidence of unlawful use of our tax dollars includes contracts between Mammoth Mountain and affiliate companies being paid off with millions of our tax dollars. Since the public is not a party to these contracts, using public funds - our tax dollars - to pay off a Mammoth Mountain contract is unlawful. MSTA has submitted this embroiled matter to the District Attorney. MSTA wants this practice stopped and has asked the Town Council and Mono County D.A. to stop it. Voicing your opinion will help motivate your public officials.

Why is using millions of our tax dollars to pay non-public debts a problem? Keep in mind that everybody pays every tax or assessment imposed within your community. This is true if it is a TBID assessment, an occupancy tax or any of the long list of taxes imposed upon

see LETTERS, page 25

¡Otro triunfo peruano! andinista Víctor Rimac corona quinta montaña más alta del mundo

El montañero huanuco Víctor Rimac volvió a protagonizar una hazaña en el mundo del senderismo por ser el primero en ascender por el lado norte del cerro de Chacra Negra.

El ascenso a la cumbre de Chacra Negra, que mide 5,800 metros de altura, se realizó el día 25 de mayo. Rimac, quien había ascendido la cumbre por el lado sur en febrero de 2020.



México: 100 emprendedores locales recibirán del Ayuntamiento apoyo crediticio para sus negocios

100 emprendedores y emprendedoras locales recibirán del Ayuntamiento de Pueblo Progreso apoyo crediticio para sus negocios. Este es el resultado de un concurso de ideas que se realizó el día 25 de mayo.

Y es que los gastos de la educación por hijo o hija escolar desde el preescolar hasta la educación superior, así como los gastos de la salud, son cada vez más altos. Por ello, el programa de Cobertura Costosa de Salud de la Secretaría de Salud, ofrece un seguro de salud que cubre los gastos de la educación y la salud.

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EMPLEOS

SE BUSCA

Necesitamos personal para Desayuno, Almuerzo y Cena

solicita empleados con o sin experiencia. Nos gustaría contratar personal hombres o mujeres que quieran emprender carrera en la industria de restaurantes. Personal para la cocina, ayudante, cocinero, lava platos, meseros, meseras. Por favor venir al restaurante para llenar solicitud

524 N. Main St. Bishop CA (760) 873-7777

Dr. Thomas Metz, FAAA

Board Certified Audiologist

621 W. LINE ST. #102

760-872-9399

Audición, Balance y proceso Auditivo

Variedad de Audífonos y adaptación

ATENCIÓN A VETERANOS / SIGMA

BENEFICIO DE AYUDA AUDITIVA ACEPTADO

SIRVIENDO CON ORGULLO A LOS QUE SIRVIERON

Solicitud de Comentario Público

Acta de Servicios de Salud Mental Actualización Anual

Salud Mental del Condado de Mono te invita a la comunidad para:

- 1 Reparar el plan: www.monocounty.ca.gov/MHSA
- 2 Mandar comentarios por correo electrónico a: mrose@mono.ca.gov
- 3 Compartir su opinión en la audiencia pública: El 6 de Junio a las 3:00 p.m. Zoom: <https://monocounty.zoom.us/j/7609241729> Llamar: +1 669 900 6833 ID de Reunión: 760 924 1729

MAMMOTH LAKES BOARD OF REALTORS

TOP 10 Reasons To Hire A REALTOR®

- 1 EDUCATION & EXPERIENCE: Realtors abide by a strict code of ethics. You don't need to know everything about buying & selling real estate when you hire a Realtor.
- 2 MARKET CONDITIONS INFORMATION: Realtors can disclose market conditions. These conditions govern how you engage in the buying or selling process.
- 3 NEIGHBORHOOD KNOWLEDGE: Realtors possess intimate knowledge of the neighborhood, local ordinances, their compliance, or how new areas to find the industry buzz about it.
- 4 PROFESSIONAL NETWORKING: Realtors work with other professionals, helping secure the services you will need to buy or sell.
- 5 NEGOTIATION SKILLS & CONFIDENTIALITY: Top producing Realtors negotiate well, removing themselves from the emotional aspects of the buying & selling process.
- 6 PRICE GUIDANCE: Contrary to what some people believe, Realtors do not select prices for sellers or buyers.

Contact a Local REALTOR®... Work with a Professional!

Public Input Sought

Mental Health Services Act Annual Update

Mono County Behavioral Health invites community members to:

- 1 Access the plan at: www.monocounty.ca.gov/MHSA
- 2 Send comments via email to: mrose@mono.ca.gov
- 3 Share input at a public hearing: June 6 at 3:00 p.m. Via Zoom: <https://monocounty.zoom.us/j/7609241729> Call in: +1 669 900 6833 Meeting ID: 760 924 1729

GRACIAS POR PREFERIRNOS

PROPIETARIO VIVE EN BISHOP

Completamos de agua caliente y calefacción. Pregunta por el programa económico.

104 SUNLAND N.E. RD. BISHOP - (760) 872-2666

Artículos usados para su hogar: Ropa - Muebles - Juguetes Vajillas - Trastes Regalos y mas

Boyo Mono Association for the Handicapped: 371 S. Warren St. • Bishop • 873-8591

PUBLIC NOTICES

Requests For Public Comment

Mono County Behavioral Health is seeking public comment for its **Mental Health Services Act FY 22-23 Annual Update**.

Interested parties may access the plan at monocounty.ca.gov/mhsa, send comments via email to mrose@mono.ca.gov, and/or attend a public hearing on June 6 at 3pm Via Zoom: <https://monocounty.zoom.us/j/7609241729>; Call in: +1 669 900 6833 Meeting ID: 760 924 1729

TS #2022-0074

Fictitious Business Name Statement The Following Person Is Doing Business As:

A Better Fireplace & Stove Company

Scott Voss Enterprises
145 Center St. P.O. Box 1843
Mammoth Lakes, CA. 93546

This business is conducted by a Corporation. The registrant commenced to transact business under the fictitious business name listed herein on Dec. 17, 2007. This statement was filed with the County Clerk of Mono County on May 6, 2022. File Number 22-080 2022-0089 (5/28, 6/4, 6/11, 6/18)

LETTERS

continued for local individuals, think that you do sessment, which i Mammoth busine tax, which is imp tourist.

Do you pay ren your rent include owner pays to ma to rent. If the tax eliminate any pro

Posting on MHP website:

MONO COUNTY
California's Eastern Sierra

RESIDENTS BUSINESS VISITORS GOVERNMENT

Information
Online Payments
Contact Information

Robin Roberts, MFT
Director

Mono County Civic Center
1290 Tavern Road
P.O. Box 2619
Mammoth Lakes, CA
93546

p. (760) 924-1740
f. (760) 924-1741

Supervisors on June 15, 2021.

Opportunity for Public Comment

MCBH is pleased to present its 2022-2023 Annual Update, which provides a progress report of MHSA activities for the 2021-2022 fiscal year and an overview of current or proposed MHSA programs planned and/or underway for the 2022-2023 fiscal year. This report will also provide you with specific data and information about our PEI and our Innovation programs.

On May 6, 2022, Mono County Behavioral Health (MCBH) posted a draft of its Mental Health Services Act (MHSA) FY 2022-2023 Annual Update. Available at the following link:

MHSA FY 22/23 Annual Update (Draft for Public Comment)

Members of the community are invited to review the plan and submit comments by emailing Amanda Greenberg at agreenberg@mono.ca.gov, calling 760-924-1740 or by attending a public meeting on June 6 at 3 pm via Zoom:

<https://monocounty.zoom.us/j/7609241729>

Call in: +1 669 900 6833

Meeting ID: 760 924 1729

monocounty.ca.gov/sites/default/files/filefield_paths/mono_mhsa_fy_22-23_annual_update_draft_for_public_comment.pdf

Mono MHS FY 17-20 Three Year Plan_Semi-Final 1 / 110 90%

MONO COUNTY BEHAVIORAL HEALTH
Supporting You On Your Path
Apoyandote En Tu Camino

Mono County Behavioral Health
Mental Health Services Act (MHSA)
FY 2022-2023 Annual Update
Draft for Public Comment Posted May 6, 2022

DRAFT

Including the following Supplemental Reports:

Press release on County website:

The screenshot shows a web browser displaying the Mono County website. The URL is monocounty.ca.gov/behavioral-health/page/public-comment-sought-mhsa-fy-2022-2023-annual-update. The page features a dark green header with the Mono County logo and navigation links for Residents, Business, Visitors, and Government. A sidebar on the left lists various services and programs. The main content area is titled "Public Comment Sought for MHS FY 2022-2023 Annual Update" and includes a graphic with three numbered steps for public input.

MONO COUNTY
California's Eastern Sierra

RESIDENTS BUSINESS VISITORS GOVERNMENT

Servicios en Español
+ Wellness Centers and Community Programming
Community Events
Quality Improvement
MHSA
Resources
Cultural Humility
+ Court-Mandated Services

Public Comment Sought for MHS FY 2022-2023 Annual Update

Public Input Sought

Mental Health Services Act Annual Update

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<https://monocounty.zoom.us/j/7609241729>

Call in: +1 669 900 6833
Meeting ID: 760 924 1729

The MHSA FY 2022-2023 Annual Update can be found by visiting monocounty.ca.gov/mhsa.

Our Mental Health Services Act (MHSA) Annual Update is

65°F Mostly sunny 4:06 PM 5/6/2022

APPENDIX H: WINTER 2021-2022 CPPP SURVEY RESULTS

There were a total of **68 survey participants**
3 were staff members
65 were non-staff

100% did the survey in English
0% did the survey in Spanish

Most survey participants were:

13% of survey participants are clients or family of clients of MCBH (former or current).
47% are community members
10% participate in MCBH community programs
4% are MCBH Staff

Location of Survey participants:

North County (18%) (Topaz (4%), Walker (4%), Bridgeport (10%))
Central County (June Lake) (1%)
South County (47%) (Mammoth Lakes (38%), Crowley Lake (9%))
East County (4%) (Benton (3%), Chalfant (1%))
Out of Mono County (6%)
Unanswered/ Prefer not to answer (24%)

Age of Survey participants:

Under 15 years old (3%)
16-25 years old (0%)
26-40 years old (13%)
41-59 years old (6%)
Older than 60 years old (4%)
Unanswered/ Prefer not to answer (74%)

Military Status of our survey participants:

Never served (49%)
Previously served in the US military (3%)
Unanswered/ Prefer not to answer (48%)

Gender Identity of our survey participants:

Female (40%)
Male (7%)
Genderqueer / Gender non-conforming (2%)
Unanswered/ Prefer not to answer (51%)

Sexual Orientation of our survey participants:

Heterosexual or straight (41%)
Bisexual (3%)
Gay or lesbian (1%)
Queer (2%)
Unanswered/ Prefer not to answer (53%)

Racial / Ethnic makeup of our survey participants:

White / Caucasian (40%)
Hispanic / Latino (1%)
Mexican / Mexican-American / Chicano (1%)
American Indian or Alaska Native (6%)
Native Hawaiian or Other Pacific Islander (1%)
Unanswered/ Prefer not to answer (51%)

The top 3 issues in our community related to mental health

- Finding housing (37%)
- Finding access to MH providers (34%)
- Drugs or alcohol (28%)

The top 3 issues for individuals (self) related to mental health

- Finding access to MH providers (29%)
- Feeling a lack of social support or isolation (25%)
- Cost of services (19%)

The top 3 issues for youth (0-15) related to mental health

- Feeling a lack of social support or isolation (27%)
- Family relationships (23%)
- Experiencing bullying (23%)

The top 3 issues for transition aged youth (16-25) related to mental health

- Finding access to MH providers (29%)
- Finding housing (29%)
- Drugs or alcohol (23%)

The top 3 issues for adults (26-59) related to mental health

- Finding access to MH providers (11.8%)
- Knowledge of MH Issues (10.7%)
- Securing stable employment (10%)

The top 3 issues for older adults (60+) related to mental health

- Feeling a lack of social support or isolation (44%)
- Finding access to MH providers (38%)
- Cost of services (21%)

The top 3 strategies to promote mental health

- Increase awareness of MH programs (35%)
- When possible, meet basic needs like housing, rental assistance, food assistance (35%)
- Increase community engagement in MH related activities and programs in the community (31%)

ALL Top 3 issues questions, combined:

- Finding access to MH providers (~23%)
- Feeling a lack of social support or isolation (~20%)
- Drugs or alcohol (15%)

Among survey participants who are aged 60 years or older:

- **Top issues related to their own (self) mental health**
 - Feeling a lack of social support or isolation (29%)
 - Finding access to mental health providers (21%)
 - Family relationships (14%)
 - Cost of services (14%)
- **Top Strategies to promote mental health**
 - Increase awareness of mental health programs and services (50%)
 - Provide mobile county-wide response for people having a mental health crisis/feeling suicidal (36%)
 - Where possible, meet basic needs like housing, rental assistance, food assistance (36%)

Among survey participants who identified as gay, lesbian, bisexual, questioning/unsure, or queer:

- **Top issues related to their own (self) mental health**
 - Experiencing stigma or prejudice (29%)
 - Feeling a lack of social support and isolation (29%)
- **Top strategies for promoting mental health:**
 - Increase awareness of MH programs & services (71%)
 - Community wellness/outreach programming like socials, school programs, yoga, and support groups (43%)

Among survey participants who identified as American Indian:

- **Top issues related to their own (self) mental health or mental health issues in the community**
 - Experiencing stigma or prejudice (75%)
 - Drugs or alcohol (75%)
- **Top strategies for promoting mental health**
 - Increasing awareness of MH programs and services (75%)
 - Educate the public on mental health conditions (75%)
 - When possible, meet basic needs like housing, rental and food assistance (75%)

Among survey participants who identified as Latinx, Hispanic, Mexican-American, or Chicano

- **Top issues related to their own (self) mental health or mental health issues in the community**
 - Feeling a lack of purpose/meaning (67%)
 - Finding housing (67%)
- **Top strategies for promoting mental health**
 - Increasing awareness of MH programs and services (100%)
 - Educate the public on mental health conditions (67%)

MONO COUNTY BEHAVIORAL HEALTH MENTAL HEALTH SERVICES ACT FY 2022-2023 ANNUAL UPDATE

Presentation to Mono County Board of Supervisors
June 14, 2022

Director: Robin K. Roberts
Program Manager: Amanda Greenberg



WHAT IS THE MHSA?

- Voter-approved measure passed in 2004
- Goal of transforming the mental health system
 - Consumer- and family-driven
 - Recovery oriented
 - Accessible
 - Culturally competent
- Report Components
 - Community Planning Process
 - Funding categories
 - PEI Evaluation Report
 - Annual Innovation Project Report



COMMUNITY PROGRAM PLANNING PROCESS

Surveys at
Community
Programming/
Events

Community
Survey

Behavioral
Health
Advisory
Board Focus
Group

Key Informant
Conversations

California
Healthy Kids
Survey

Partner
Agency
Surveys



TOP COMMUNITY NEEDS

Accessing
Mental
Health
Providers

Isolation &
Lack of
Social
Involvement

Drugs or
Alcohol

Finding
Housing

Lack of
Knowledge
of Mental
Health
Issues

Cost of
Services

Experiencing
stigma or
prejudice

Feeling a
lack of
purpose/
meaning

TOP STRATEGIES TO PROMOTE MENTAL HEALTH

Increase awareness of mental health programs

When possible meet basic needs (rent, groceries, etc.)

Increase community engagement through activities and programs

Educate the public on mental health conditions

Implement Mobile Crisis Response Team

MHSA FUNDING COMPONENTS

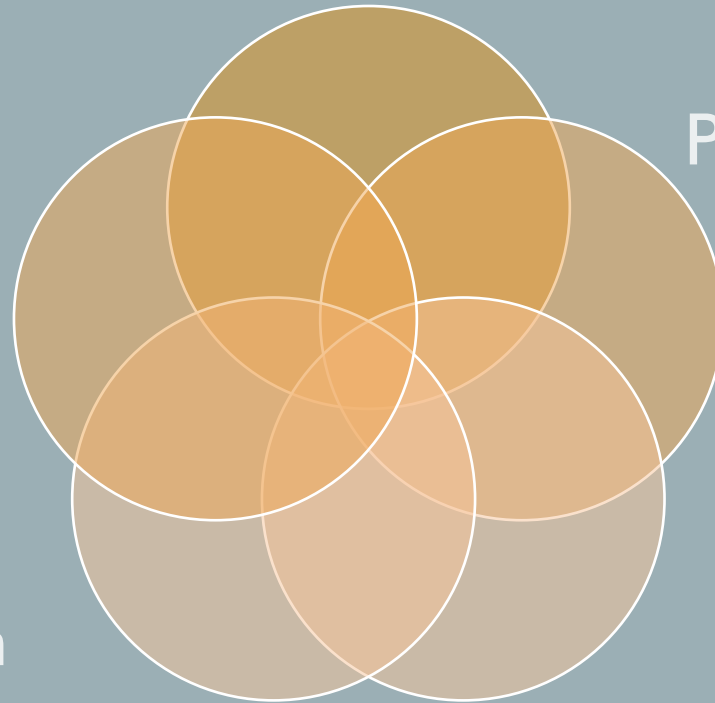
Community Services
& Supports

Capital Facilities
& Technological Needs

Prevention & Early
Intervention

Workforce Education
& Training

Innovation



COMMUNITY SERVICES & SUPPORTS

- Full Service Partnership Program
- Telehealth Services
- Wrap Program
- MHSA Housing Program
- Expansion of Case Management/Supportive Services
- Crisis Intervention/Stabilization
- Community Outreach & Engagement
 - Socials & Foro Latino
- Wellness Centers



PREVENTION & EARLY INTERVENTION

- Peapod Playgroup Program
- Walker Senior Center
- North Star School-Based Services
- Community Trainings
- Outreach in Outlying Communities to Increase Access and Linkage to Treatment
- Community Engagement to Reduce Stigma and Discrimination



INNOVATION

Innovation projects must be novel, creative, and/or ingenious mental health practices/approaches

- One on-going project approved by Mono County BOS & MHSOAC
 - Help@Hand (The Technology Suite)
- One planned project proposed to begin in FY 22-23
 - Multi-County Electronic Health Record Project



WORKFORCE EDUCATION & TRAINING

- Trainings & Conferences
 - Racial Equity Work
- Staff Supervision
- Loan Assumption Program



CAPITAL FACILITIES & TECHNOLOGICAL NEEDS

- MHSA Housing Project in Mammoth Lakes



KEY ACHIEVEMENTS & OUTCOMES IN FY 21-22

- More than 50 people received crisis stabilization services
- MCBH expanded Wellness Center programming across the County and restarted beloved favorites like Community Socials
- Almost 350 people accessed Wellness Center programming
- During the 21-22 school year there were approximately 170 kids' yoga classes in Walker, Mammoth, Bridgeport, and Lee Vining
- Hosted May is Mental Health Month activities, including our first-ever Suicide Awareness Walk, which drew more than 200 participants
- Held two Mental Health First Aid classes and in FY 20-21 31 people were trained in MHFA
- Formalized our FSP policies and provided 25 people with this intensive service
- Created a Racial Equity Workplan that is being implemented



Supporting You On Your Path
Apoyandote En Tu Camino

QUESTIONS & DISCUSSION

Amanda Greenberg, MPH | Program Manager

agreenberg@mono.ca.gov | 760-924-1754



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: CAO, HR, County Counsel, Finance

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Finance and John
Craig, CAO

SUBJECT Memorandum of Understanding with
the Paramedic Fire Rescue
Association

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a Memorandum of Understanding between the County and the Paramedic Fire Rescue Association (PFRA) for January 1, 2022 to December 31, 2024.

RECOMMENDED ACTION:

Adopt proposed resolution #R22-___, Adopting and Approving a Memorandum of Understanding between the County and the PFRA.

FISCAL IMPACT:

Approximately \$52,384 for 2022, \$119,195 for 2023, and \$188,958 for 2024. Total impact is approximately \$359,537.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Contract

History

Time	Who	Approval
6/10/2022 2:37 PM	County Counsel	Yes

6/10/2022 1:40 PM

Finance

Yes

6/10/2022 3:32 PM

County Administrative Office

Yes



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

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Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

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SHERIFF / CORONER

Hon. Ingrid Braun

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Malinda Huggins

BEHAVIORAL HEALTH

Robin Roberts

COMMUNITY DEVELOPMENT

Wendy Sugimura

COUNTY CLERK-RECORDER

Scheereen Dedman

COUNTY COUNSEL

Stacey Simon, Esq.

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Alicia Vennos

EMERGENCY MEDICAL SERVICES

Chief Chris Mokracek

FINANCE

Janet Dutcher

CPA, CGFM, MPA

INFORMATION TECHNOLOGY

Nate Greenberg

PROBATION

Karin Humiston

PUBLIC HEALTH

Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

To: Honorable Board of Supervisors
 From: Robert C. Lawton, County Administrative Officer
 Date: June 14, 2022
 Subject: Proposed MOU with the Mono County Paramedic Fire Rescue Association

Recommendation

Adopt the proposed MOU with the Mono County Paramedic Fire Rescue Association.

Overall Annual Fiscal Impact

Year 1: \$ 52,384 (2.04%)
 Year 2: \$118,195 (4.55%)
 Year 3: \$188,958 (7.10%)

A total of \$359,537 during the three-year term.

Discussion

Beginning in December 2021, Mono County Paramedic Fire Rescue Association (PFRA) began negotiations for a new Memorandum of Understanding (MOU) defining the terms and conditions of employment. These negotiations concluded in May 2022 after a total of 10 negotiations session were held. The previous MOU expired on December 31, 2021.

Members of the (PFRA) negotiating team were Stacie Casabian (labor representative), Bryan Bullock, Alex Johnson, and Phil Wesseler. The County was represented by John Craig and Janet Dutcher. Oliver Yee from Liebert, Cassidy, Whitmore served as Chief Negotiator.

Results of these negotiations include:

- Term: 3-year term, January 1, 2022 through December 31, 2024
- Salaries

Convert to a two-step salary schedule for the Emergency Medical Technician (EMT) classification, from a five-step schedule, and maintain the current five-step schedule for the Paramedic I, Paramedic II, Training Officer and Station Captain classifications.

Equity Cost of Living Adjustments (COLA) during the term as follows:

- January 1, 2022 – 4% increase in base pay
- January 1, 2023 – 3% increase in base pay
- January 1, 2024 – 3% increase in base pay

- Cafeteria Plan – No net new change in benefits, language clean-up to reflect existing plans and operations of benefit.

- Vacation – the annual vacation cap is lowered to 400 hours from 450 hours each year. Employees may make an irrevocable election to cash out up to 40 hours on an annual basis as long as the employee has used 48 hours of vacation in the prior 12 months. Employees with more than 400 hours will be cashed out to reduce the balance to 400 hours.
- PERS Benefits – These Safety Members shall participate in 3% cost sharing by paying nine percent (9%) of salary as the CalPERS employee contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis. This cost-sharing results in these Safety members in contributing 12% of the CalPERS contributions.
- A tentative agreement was reached between the negotiating teams on May 24, 2022. The Paramedic Fire Rescue Association members voted to approve the agreement. This agreement focused on managing the costs of salaries and benefits while upholding the strategic priorities set by the County.



R22-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE PARAMEDIC FIRE RESCUE ASSOCIATION**

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

WHEREAS, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the Mono County Paramedic Fire Rescue Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2022 through December 31, 2024 – is hereby ratified, adopted and approved.

SECTION TWO: The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.

PASSED, APPROVED and ADOPTED this 14th day of June, 2022, by the following vote, to wit:

AYES:
NOES:
ABSENT:
ABSTAIN:

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Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

January 1, 2022-
December 31, 2024

Memorandum of Understanding
between

COUNTY OF MONO

and

MONO COUNTY PARAMEDIC
FIRE RESCUE ASSOCIATION



**COUNTY OF MONO
and the
MONO COUNTY PARAMEDIC FIRE RESCUE ASSOCIATION**

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ARTICLE 1. PURPOSE & DEFINITIONS

A. Purpose

It is the purpose of this Memorandum of Understanding (“MOU”) to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles of this MOU:

1. "Association" means the Mono County Paramedic Fire Rescue Association
2. "County" means the County of Mono.
3. "MOU" means this Memorandum of Understanding between the Association and the County.
4. "Employee" means full-time Mono County EMTs, Advanced EMTs, and Paramedics covered by this MOU. Employee does not include Reserve Employees.
5. "Reserve Employees" means temporary employees and/or retired annuitants whom County may utilize to fill vacant shifts of paramedics and EMTs, as described more fully below. County will consult with Association on training and performance issues pertaining to Reserve Employees.
6. "Base Rate of Pay" means the Employee's current range and step hourly rate of pay as identified in Appendix "A".
7. "Regular rate of pay" means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
8. "Post-Retirement Health Beneficiary" means a Retiree who, for purposes of Article 11 of this MOU:
 - a. was hired on or prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
 - b. was hired after January 1, 1986 and on or before July 1, 1987, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately

preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- c. was hired after July 1, 1987 and on or before March 15, 1996, was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
 - d. was hired after March 15, 1996, and before February 4, 2003, was age fifty (50) or older and held permanent employment status on their date of retirement and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.
9. "Retiree" means a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described above.
10. "Vacant Shift" means any shift requiring backfilling due to the absence of an Employee and shifts in addition to normal staffing including partial shifts.

ARTICLE 2. TERM

The provisions of this MOU shall be effective from January 1, 2022. This MOU shall expire at 12:00 midnight on December 31, 2024.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time employees of the Mono County Paramedic Fire Rescue Association comprised of the classifications of Emergency Medical Technician, Advanced Emergency Medical Technician, Paramedic I, Paramedic II, Paramedic Training Officer, and Paramedic Station Captain.

ARTICLE 4. NON-DISCRIMINATION AND ASSOCIATION RIGHTS

The County recognizes all legal rights of all Employees, , including the right to join and participate in the activities of the Association and to exercise all rights expressly and implicitly described in Section 3500 et seq. of the California Government Code, and the Meyers-Milias-Brown Act. The County shall not intimidate, restrain, coerce, or discriminate against any Employee because of the exercise of any such rights.

There shall be no unlawful discrimination based on an Employee's race, religion, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression,

genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of an Employee's opposition to a practice the Employee reasonably believes to constitute employment discrimination or harassment or because of the Employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

ARTICLE 5. HEALTH AND DISABILITY INSURANCE

- A. Employees and their dependents are entitled to the medical, dental and vision benefits as provided in this Article and Articles 6 and 7.
- B. The County contracts with CalPERS medical insurance for all employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per Employee per month for medical insurance.
- C. The County shall enroll Employees in the State Disability Insurance (SDI) program at County expense. Alternatively, if the Association desires its own disability insurance coverage, the County will contribute its current cost for SDI coverage toward such alternative coverage. When an Employee has filed a disability claim and is receiving disability benefits pursuant to the SDI program, the County shall continue paying:
 - 1. Monthly contributions into the Cafeteria Plan based on the Employee's applicable tier (See Article 8); and
 - 2. The medical portion of Social Security.

ARTICLE 6. DENTAL CARE PLAN

The County shall provide all Employees and their dependents with the County dental plan. The current County dental plan shall be the minimum base coverage.

ARTICLE 7. VISION CARE PLAN

The County shall provide all Employees and their dependents a vision care plan. The current vision care Plan C shall be the minimum base coverage.

ARTICLE 8. CAFETERIA PLAN

- A. For employees enrolled in PERS Platinum, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Platinum health insurance premium for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS.
- B. For Employees enrolled in PERS Gold medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety-five percent (95%) of the PERS Gold health insurance premium for the coverage tier in which the Employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS; or
- C. For employees enrolled in PORAC medical coverage, the County will contribute into the Cafeteria Plan an amount equal to ninety-five percent (95%) of the PORAC health insurance premium for the coverage tier in which the Employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS; or
- D. For employees enrolled in medical coverage other than PERS Platinum, Gold or PORAC, the County will contribute into the Cafeteria Plan an amount equal to eighty percent (80%) of the PERS Platinum premium then in effect for the coverage tier in which the Employee is enrolled, minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. Notwithstanding anything to the contrary in this paragraph, under no circumstances shall the Employee contribute less than 5% of the PERS Gold premium then in effect for the coverage tier in which the Employee is enrolled, regardless of the medical coverage selected by the Employee.
- E. The County shall not make any contributions to the Cafeteria Plan for Employees not enrolled in CalPERS or PORAC medical coverage and under no circumstances shall an Employee receive cash back.

ARTICLE 9. 401(a) PLAN

- A. Employees hired on or after February 4, 2003, are not eligible to earn or receive post-retirement health benefits provided by Article 10, but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan (“401(a) Plan”) established by the County, as described more fully below. Any active Employee of the unit who was hired prior to February 4, 2003, may also elect to receive County contributions into a 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive the post-retirement health benefits provided by Article 10.
- B. The County shall contribute into the 401(a) Plan an amount on behalf of each Employee electing to participate under this Article equal to the amount contributed by that Employee from his or

her own pre-tax salary into one of the County's Section 457 deferred compensation plans or into the 401(a) Plan directly (if made available to Employee contributions) but not to exceed three percent (3%) of the Employee's pre-tax salary. Accordingly, if an Employee contributes a total of one to three percent (1- 3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) contribution would fully match the Employee's 457 contribution; if an Employee contributes more than three percent (3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would be three percent (3%) (and not more) of the Employee's pre tax salary and would not fully match the Employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. The Employee's ability to withdraw the County's contributions into the 401(a) Plan is set forth in paragraph C.

- C. The 401(a) Plan has the following vesting schedule for participating Employees to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0 percent
1 year plus 1 day to 2 years	10 percent
2 years plus 1 day to 3 years	20 percent
3 years plus 1 day to 4 years	40 percent
4 years plus 1 day to 5 years	60 percent
5 years plus 1 day but less than 6 years	80 percent
6 years or more	100 percent

- D. In addition to and notwithstanding the foregoing, Employees' options for withdrawing, "rolling over," and otherwise using account money -- and the tax consequences of such withdrawals and use - shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the Plan must comply.

ARTICLE 10. RETIREMENT BENEFITS

A. Retirees

Retirees hired on or after February 4, 2003, who enroll in CalPERS medical insurance or who have relinquished their rights to receive post-retirement health benefits under Article 9, shall receive only the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

B. Post-Retirement Health Beneficiaries

1. Not Medicare-Eligible: Post-Retirement Health Beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for Employees under Article 8. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County

directly to PERS. In other words, the amount of the flexible credit allowance will vary as the County's contribution to the Cafeteria Plan for Employees varies and is subject to the same limitations or qualifications applicable to Employees, (e.g., whether the Post-Retirement Health Beneficiary is enrolled in CalPERS medical insurance, the plan selected and the "tier" into which that Post-Retirement Health Beneficiary falls).

2. Medicare-Eligible: Post-Retirement Health Beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the Post-Retirement Health Beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the Post-Retirement Health Beneficiary is enrolled, minus the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. Partially Medicare-Eligible: In the event a Post-Retirement Health Beneficiary and their dependent are not both Medicare-eligible, then the eligible individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.2.
4. Dental and Eye-Care: Post-Retirement Health Beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to Employees in Articles 6 and 7.

ARTICLE 11. VACATION ACCUMULATION

A. Accumulation/ Accrual

Because Employees work 24-hour shifts (or "days") vacation accrual for Employees shall not be as provided in Mono County Personnel Rules section 260. Employees shall accrue vacation as follows:

<u>Years of Service</u>	<u>Annual Accrual</u>	<u>Monthly Accrual</u>
0 - 3	112 hours	9.33 hours
3-10	168 hours	14.00 hours
10-15	191 hours	15.92 hours
15-20	213 hours	17.75 hours
20+	224 hours	18.67 hours

B. Compensation

An Employee who has accrued a minimum of 80 vacation hours may, upon written request, be compensated for up to a maximum of 40 hours of accrued vacation time per calendar year, instead of taking that vacation time off.

C. Maximum Accrual

The maximum number of vacation hours that may be accumulated by any Employee as of December 31st of any year is 400 hours ("Accrual Cap"). Employees shall not accrue any vacation hours upon reaching the Accrual Cap. Employees will have the option to make an irrevocable election to cash out

up to 40 hours of vacation leave on an annual basis. To be eligible for annual vacation leave cash out, the employee must have used 48 hours of vacation leave in the prior 12 months. Those employees who have over 400 hours of vacation leave as of the date of the ratification of this MOU shall be cashed out to 400 hours.

ARTICLE 12. SICK LEAVE

- A. Full-time Employees will accrue 11.2 hours of sick leave each month.
- B. Employees hired prior to July 1, 2016, may convert up to one year of unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. Alternatively, Employees may be compensated for up to 960 hours of accrued sick leave upon separation from County employment as follows:
 - 1. If the Employee has worked for the County less than five (5) years, or elects to apply sick leave toward PERS service credit as provided for above, no amount shall be paid for accrued sick leave.
 - 2. If the Employee has worked for the County more than five (5) years, but less than ten (10) years, then the Employee shall be paid fifty percent (50%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
 - 3. If the Employee has worked for the County more than ten (10) years, then the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, not to exceed 960 hours.
 - 4. If the Employee is terminated by reason of layoff, the Employee shall be paid one hundred percent (100%) of the dollar value of the accrued sick leave, up to 960 hours, regardless of how long the Employee has worked for the County.
 - 5. The dollar value of the Employee's accrued sick leave shall be based upon the Employee's base rate of pay on the date of separation.
- C. Employees hired on or after July 1, 2016, may convert unused sick leave to PERS service credit upon separation from employment with the County, as permitted by California Government Code Section 20965 or successor section. These Employees shall not have the option of cash payment for accrued sick leave.

ARTICLE 13. BEREAVEMENT AND CRITICAL ILLNESS LEAVE

Employees shall be allowed bereavement leave and critical illness leave in conformity with Mono County Personnel System, Paramedic Association, Rules 290 and 300. However, instead of receiving

a maximum of five 8-hour "working days" of leave, each Employee shall receive two 24-hour shifts of leave per calendar year.

ARTICLE 14. LONGEVITY COMPENSATION

Employees hired before January 1, 2013, shall receive longevity pay of 6.5% of base pay after twelve years of continuous County service. The total amount of longevity pay received by any Employee shall not exceed 6.5% of base pay (i.e., if the Employee currently receives 2.5% longevity, then after twelve years of service, that Employee shall receive an additional 4% longevity pay).

ARTICLE 15. ASSUMING DUTIES ENTAILING GREATER RESPONSIBILITY

- A. If an Employee assumes the duties of a position entailing greater responsibility than his or her presently assigned position, that Employee shall receive a five percent (5%) increase in pay, or the same rate of pay due the "A" step of the higher classification, whichever is higher, during the time the Employee carries out the other duties.
- B. This Article applies only when all of the following conditions occur:
 - 1. The Employee received written direction to assume the other duty by the EMS Chief or designee;
 - 2. The assumption of duties entailing greater responsibility must be taken for a period of one full-time week (i.e., 56 hours) before this Article applies. The initial full-time work week shall not be included in the increased pay calculations; and
 - 3. The position assumed has a job description in the most recent job classification and salary survey adopted by the County Board of Supervisors.
- C. Pursuant to Government Code Section 20480, no Employee may assume the duties of a position entailing greater responsibility for more than 960 hours in any fiscal year.

ARTICLE 16. RELEASE TIME

- A. The Association President and designee shall have reasonable time off for Association matters (not to exceed a total of three (3) persons), with the approval of the EMS Chief. The President or designees shall give management two (2) weeks' notice, or a reasonable amount of notice as approved by the EMS Chief, prior to taking time off.
- B. The County agrees that Association members on duty may attend semi annual Association membership meetings during working hours without loss of pay provided:

1. Attendance is verified by signature roster prepared and certified by the Association Secretary;
2. Attendance during working hours without loss of pay will be limited to two (2) hours per meeting;
3. The Employee's absence from work will not result in the lack of minimum coverage of functions as determined by the EMS Chief.

ARTICLE 17. SHIFT TRADING

The County allows shift trading in accordance with the Shift Trading Policy developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, Shift Trading Policy should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.

ARTICLE 18. OVERTIME

- A. All Employees shall be paid premium pay and/or overtime in accordance with Fair Labor Standards Act (FLSA) requirements for hours worked in excess of forty (40) hours per week.
- B. Employees' normal full-time work schedule shall continue to be two consecutive twenty-four-hour shifts (48 hours) followed by 96 hours (four days) of regular time off. Thus, each normal work week includes regular compensation plus some scheduled overtime ("FLSA premium pay"), all of which is reportable compensation to CalPERS.
- C. Use of vacation time, sick leave, and compensatory time off (CTO) during an Employee's normal work schedule (as discussed above in paragraph A) shall be considered hours worked only for the limited purpose of calculating scheduled overtime ("FLSA premium pay") with respect to that normal work schedule. Use of leave and CTO time shall not be considered hours worked in determining whether an employee must be paid overtime on hours worked in addition to their normal schedule.

ARTICLE 19. EQUIPMENT AND WORKSITE SAFETY

A. Equipment

1. The County shall provide Employees with the following equipment, and replace or repair such equipment when deemed necessary by the County:
 - a. Shoulder patches, name tag, and badge.
 - b. Cold weather gear: jacket, pants, hat, boots, gaiters, gloves, pack and goggles.
 - c. Rescue gear: jacket, pants, boots, hood, gloves, safety glasses and helmet.

2. All equipment issued to Employees shall remain the property of the County and shall be properly inventoried. Employees shall return assigned insignia and equipment upon termination from County employment. Safety and weather protection equipment shall be issued only to persons required to work under conditions necessitating such equipment. Previously-issued equipment shall be returned by the employee to whom it was issued prior to the assignment of replacement equipment. Employees shall be responsible for the care and maintenance of all issued equipment and for the cost of replacement of lost equipment. County will repair, or replace as necessary, equipment damaged or lost within the course and scope of employment. In addition, the County will maintain a pool of equipment to be available for use by part-time, temporary and reserve employees when they are assigned to work open shifts. One of each of the items listed above will be made available to such Employees.

B. Worksite Safety

1. The County shall provide reasonable safety programs and annual on-site safety inspections to assure safe worksites for County employees. Department heads shall schedule the safety programs and annual on-site worksite inspections. Written complaints shall be filed with the EMS Chief or their designee and copies shall be transmitted by Employees who file them to the President of the Association. Should a complaint be unresolved by the EMS Chief or their designee, an appeal of the matter shall be heard by the Worksite Safety Advisory Committee, which shall make its recommendation to the Board of Supervisors for a final decision.
2. The Worksite Safety Advisory Committee will be established as the need arises, and will consist of the County's designated risk manager, one member designated by the Association, and one member appointed by the other two members.

ARTICLE 20. UNIFORM ALLOWANCE, STANDARDS AND REPLACEMENT

- A. Each Employee shall receive an annual uniform allowance of \$750 to cover uniform acquisition. Each new Employee shall upon employment receive a one-time advanced payment of \$375 out of the annual allowance for uniform acquisition. Should a new Employee not complete the remaining portion of the fiscal year as an EMT or Paramedic of Mono County, the County may recover \$30.00 per month from the new Employee for each month of said fiscal year not completed. This amount shall be deducted from said Employee's final paycheck. Association understands that the compensation provided by this Article 20 is taxable and that County will withhold taxes from said amounts in accordance with applicable state and federal laws. With the exception of the one-time new Employee payment, the uniform allowance shall be paid in equal installments with the Employee's normal payroll check.
- B. Uniform items and standards shall be as set forth in the "Uniform Standards" standard operating procedure developed by the EMS Chief, dated November 2018. This standard operating procedure may be changed from time to time in the County's sole discretion provided it does not

impose any increased costs to Employees.

- C. All uniform items damaged within the course and scope of employment shall be replaced or repaired at no cost to the Employee. The determination of whether a uniform item is replaced or repaired shall be made by the EMS Chief or designee.
- D. All insignia and equipment issued to Employees shall be returned to Mono County in good condition, ordinary wear and tear excepted, prior to receipt of the Employee's final paycheck. Any change or addition to the existing uniform which is ordered to take effect immediately by the County shall be at the County's expense.

ARTICLE 21. TRAVEL TIME

Travel time to and from work does not constitute hours worked. This is true whether the Employee works at a fixed location or at different job sites. Time spent traveling during the workday must be counted as hours worked when it is related to the Employee's job and performed pursuant to the County's instruction. Further, travel time that occurs in addition to regular working hours is considered hours worked if it is performed pursuant to County's instructions, whether or not the Employee is operating a vehicle or riding as a passenger. See Article 22 for travel to continuing education classes required for maintenance of Employees' licenses.

ARTICLE 22. LICENSING

- A. Employees shall meet and maintain any licensing requirements imposed by state law or regulatory agencies with respect to their employment positions. The County shall (1) pay for or reimburse Employee for course fees pre-approved by the Department Head in writing upon submission of an invoice or other documentation acceptable to the Finance Director; (2) Pay for or reimburse an Employee's applicable license renewal fee(s).
- B. In the event and to the extent that County directs an Employee to attend a particular class or training, time spent attending that class or training shall be considered "hours worked." Time spent traveling to the location of a class or training shall not be considered "hours worked" unless it occurs during the Employee's regular shift or is otherwise required to be treated as hours worked under the Fair Labor Standards Act (FLSA).

ARTICLE 23. REQUIRED PHYSICAL EXAMINATIONS

When a physical examination is required for any reason related to the performance of an Employee's duties, the examination shall be provided by a medical doctor designated by the County at the County's expense. The examination shall be performed during the Employee's regular work hours without any deduction in pay.

ARTICLE 24. PERS BENEFITS

Retirement Tier 1 – Safety Members hired before January 2, 2007, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor’s Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired from January 2, 2007 through December 31, 2012, shall receive the 2% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor’s Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay the entire nine percent (9%) of the CalPERS employee contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor’s Benefit, Unused Sick Leave Option, and a two percent (2%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

Effective the first full pay period following ratification of the MOU, classic members’ employee contribution shall be 12% through section 20516(f) cost sharing; and new members’ employee contribution shall be 50% of normal cost or 12% through section 20516(f) cost sharing, whichever is more.

The above information is presented for ease of Employee reference. If PERS benefits differ from the above or change, the actual PERS benefits control.

ARTICLE 25. SALARY

- A. The Salary schedule for the Emergency Medical Technician (EMT) classification shall consist of two (2) steps; and for the Paramedic I, Paramedic II, Training Officer and Station Captain classifications shall consist of five (5) steps. Each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the Employee’s anniversary date and a satisfactory annual evaluation. No time worked while step increases have been frozen, either pursuant to a previously adopted MOU and/or any imposed terms and conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.
- B. All Employees are required to utilize direct deposit of their payroll checks.
- C. Station Captain: The Base Rate of Pay of an Employee promoted to Station Captain shall be fifteen percent (15%) above the Base Rate of Pay of the Employee at the time they are promoted.

- D. Acting Captain: Employees meeting the qualifications and requirements set forth by the EMS Chief for Acting Captain shall receive an additional five percent (5%) above their Base Rate of Pay for all hours worked as Acting Captain as assigned by the EMS Chief.
- E. Advanced EMT Certification: Full-time EMT Employees who possess an ICEMA Advanced EMT Certificate shall receive an additional five percent (5%) of their Base Rate of Pay.
- F. There shall be cost of living adjustments (COLAs) during the term of this MOU as follows:
 - Effective January 1, 2022, all Employees shall receive a four percent (4%) increase in their Base Rate of Pay.
 - Effective January 1, 2023, all Employees shall receive a three percent (3%) increase in their Base Rate of Pay.
 - Effective January 1, 2024, all Employees shall receive a three percent (3%) increase in their Base Rate of Pay.

ARTICLE 26. HOLIDAY PAY

- A. In lieu of receiving holidays off, Employees shall receive holiday in lieu pay in the amount of eight percent (8%) of their Base Rate of Pay.
- B. Holidays have been eliminated from the work schedule, save and except one personal holiday (24 hours) which will be paid. Any overtime work which falls on regular days off which is coincidentally a calendar holiday, shall be paid at the overtime rate.

ARTICLE 27. EDUCATION INCENTIVE

- A. Educational Incentive Program The intent of this program is to allow Employees to seek continuing education which may or may not be job specific. This program shall not be available or utilized to fund an Employee's license/certification expenses; said expenses are addressed exclusively through Article 24 (Certification; Stipend). Specifically, Employees who wish to enroll in continuing education courses shall be reimbursed by the County for allowable expenses related to the course in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall be actually incurred, shall include tuition costs and out-of-pocket expenses for required course material and textbooks, and shall be subject to the following:
 - 1. Courses must be taken at or by correspondence from a certified training institute, or an accredited institution if comparable courses are not offered in local schools, or if the work assignment of the individual is such that it does not permit regular classroom attendance.
 - 2. Employees will not be granted time off from their regular work schedule to attend such courses, unless approved by the County Administrative Officer.

3. Approval of the educational incentive program shall be at the written discretion of the EMS Chief. Such approval shall be obtained by the Employee prior to enrollment. A copy of the written approval shall be filed by the EMS Chief with the Auditor's Office.
 4. Required course material and textbooks may be retained by the Employee upon satisfactory completion of the course.
 5. Reimbursement shall be made to the Employee within fifteen (15) calendar days after presentation to the Auditor's Office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or its equivalent.
- B. Instructor Stipend Any Employee who is selected by the EMS Chief to teach a training course, while not on a regularly scheduled shift, as part of their job duties shall receive an instructor stipend of seventy-five (\$75), plus overtime at the FLSA rate for all overtime hours worked.

ARTICLE 28. CALL-BACKS, PARTIAL SHIFTS, VACANT SHIFTS, AND FORCE-HIRES

- A. Call Backs An Employee called in to work at any time other than scheduled working hours shall be paid for a minimum of two (2) hours. Should the duration of the call-back exceed two (2) hours, the Employee shall receive credit for the actual time worked. The provisions of this article shall not apply to extended shifts for actual time worked.
- B. Partial and Vacant Shifts Partial and vacant shifts shall be assigned in accordance with the "Shift Trades" standard operating procedure developed by the EMS Chief, dated November 2018. If the EMS Chief determines that the November 2018, SOP should be amended in a manner which causes the proposed amendment to fall within the meet and confer requirements of the Myers-Milias-Brown Act, the County will meet and confer with the Association regarding the proposed amendment.
- C. Force-Hires Notwithstanding any provision to the contrary, any Employee directed to work on a scheduled day off and any Employee required to continue working a shift or part of a shift immediately after working the previous shift, shall be paid at the one and one-half overtime rate.

ARTICLE 29. COMPENSATORY TIME

Employees may not accumulate compensatory time. For any compensatory time an Employee earned prior to this MOU, said compensatory time shall be utilized by the Employee as provided for by the FLSA, and otherwise may be purchased by the County in forty (40) hour increments on December 31st of each year following implementation of this MOU.

ARTICLE 30. STATION ASSIGNMENTS

County shall have the management right to determine and adjust station assignments at any time, in its sole discretion and notwithstanding any provision of this Article or any past practice to the contrary. Any such change in an Employee's station assignment does not constitute disciplinary action and may not be appealed. In no event shall a change in an Employee's station assignment, whether temporary or permanent, entitle the Employee to compensation for any additional miles driven or time spent commuting to the new station. Notwithstanding the foregoing, County recognizes that Employees have an interest in station placements. In instances where County finds that it does not have a management need to exercise its right to determine and adjust station assignments, the County shall allow any open station assignment to be filled by the seniority bid process. Only Employees with an overall "competent" or "meets standards" evaluation as measured by the last annual performance evaluation will be guaranteed a seniority bid. Upon request, County shall consult with Association prior to any management decision related to station assignments; County shall not make such decisions arbitrarily or capriciously.

ARTICLE 31. LABOR CODE 4850

The County agrees to continue treating Paramedics and EMTs as if they are eligible for benefits under Section 4850.

ARTICLE 32. PROBATIONARY PERIOD

The probationary period for Employees and other County employees is currently governed by Mono County Personnel System Section 180. Notwithstanding the foregoing or any contrary provision of the Mono County Code or the County's Personnel Policies and Procedures, any probationary Employee in the job classification currently known as Paramedic-I who is otherwise deemed qualified by the County to be promoted to the classification of Paramedic-II shall not be rendered ineligible for such a promotion solely because of his or her probationary status nor shall such a promotion (if any) affect the duration of the initial probationary period. This paragraph shall not be construed as entitling any Employee to a promotion and the County reserves its management rights to determine the fitness, eligibility, and qualification of any individual to be promoted.

ARTICLE 33. MISCELLANEOUS PROVISIONS

- A. Entire Agreement This MOU contains all the covenants, stipulations and provisions agreed by the parties. All items relating to wages, hours and other terms and conditions of employment not covered by the MOU shall remain the same for the term of this MOU. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the MOU, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the MOU. There shall be no changes to the Personnel Rules which affect negotiable wages,

mutual agreement of the parties or as specifically provided otherwise herein, for the life of the MOU, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the MOU. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without compliance with the Myers-Milias Brown Act's meet-and-confer requirements. This MOU shall remain in full force and effect until a new MOU is ratified or the County imposes its last, best and final proposal.

- B. Personnel Rules (Personnel System) and SOPs The Parties have met and conferred on amendments to the Personnel Rules which are adopted contemporaneously with this MOU and the standard operating procedures (SOPs) referenced herein.

ARTICLE 34. NON-SEVERABILITY


Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect. Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.

In witness thereof, the parties hereto, acting by and through their duly authorized representatives, have executed this Memorandum of Understanding.

For the County of Mono

Bob Gardner
Chair, Mono County Board of Supervisors


For the Mono County PFRA



Bryan Bullock
President
Mono County PFRA

Approved as to Form:

Stacey Simon
County Counsel



Stacie Casabian
Mono County PFRA Negotiator

MONO COUNTY SALARY SCHEDULE
Paramedic Fire Rescue Association (PFRA)
Effective January 1, 2022

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Emergency Medical Technician	40					
<i>Annual</i>		Not Applicable			\$45,501.00	\$47,776.00
<i>Hourly</i>					\$15.6253	\$16.4066
<i>Annual Regular OT</i>	\$6,500.14				\$6,825.14	
Paramedic I	50	\$50,329.00	\$52,845.00	\$55,487.00	\$58,261.00	\$61,174.00
<i>Hourly</i>		\$17.2833	\$18.1473	\$19.0546	\$20.0072	\$21.0076
<i>Annual Regular OT</i>		\$7,189.85	\$7,549.28	\$7,926.71	\$8,322.99	\$8,739.13
Paramedic II	54	\$55,536.00	\$58,313.00	\$61,229.00	\$64,290.00	\$67,505.00
<i>Hourly</i>		\$19.0714	\$20.0251	\$21.0264	\$22.0776	\$23.1817
<i>Annual Regular OT</i>		\$7,933.71	\$8,330.42	\$8,746.99	\$9,184.28	\$9,643.56
Training Officer	56	\$61,090.00	\$64,145.00	\$67,352.00	\$70,720.00	\$74,256.00
<i>Hourly</i>		\$20.9787	\$22.0278	\$23.1291	\$24.2857	\$25.5000
<i>Annual Regular OT</i>		\$8,727.13	\$9,163.56	\$9,621.70	\$10,102.85	\$10,607.99
Station Captanon	58	\$63,859.00	\$67,052.00	\$70,405.00	\$73,925.00	\$77,621.00
<i>Hourly</i>		\$21.9296	\$23.0261	\$24.1775	\$25.3863	\$26.6556
<i>Annual Regular OT</i>		\$9,122.71	\$9,578.85	\$10,057.85	\$10,560.70	\$11,088.70

Regular Overtime - 16 hours per week, calculated as an annual amount and paid in equal amounts over 26 bi-weekly periods using the following formula:
 (hourly rate x .50) x 832
 Annual salary is Hourly rate X 2912

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2023

Effective January 1, 2023, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Emergency Medical Technician	40					
<i>Annual</i>		Not Applicable			\$46,866.00	\$49,209.00
<i>Hourly</i>		Not Applicable			\$16.0941	\$16.8987
<i>Annual Regular OT</i>		Not Applicable			\$6,695.14	\$7,029.85
Paramedic I	50	\$51,839.00	\$54,430.00	\$57,152.00	\$60,009.00	\$63,009.00
<i>Hourly</i>		\$17.8019	\$18.6916	\$19.6264	\$20.6075	\$21.6377
<i>Annual Regular OT</i>		\$7,405.56	\$7,775.71	\$8,164.56	\$8,572.71	\$9,001.28
Paramedic II	54	\$57,202.00	\$60,062.00	\$63,066.00	\$66,219.00	\$69,530.00
<i>Hourly</i>		\$19.6435	\$20.6257	\$21.6573	\$22.7400	\$23.8771
<i>Annual Regular OT</i>		\$8,171.71	\$8,580.28	\$9,009.42	\$9,459.85	\$9,932.85
Training Officer	56	\$62,923.00	\$66,069.00	\$69,373.00	\$72,842.00	\$76,484.00
<i>Hourly</i>		\$21.6082	\$22.6885	\$23.8231	\$25.0144	\$26.2651
<i>Annual Regular OT</i>		\$8,988.99	\$9,438.42	\$9,910.42	\$10,405.99	\$10,926.27
Station Captanon	58	\$65,775.00	\$69,064.00	\$72,517.00	\$76,143.00	\$79,950.00
<i>Hourly</i>		\$22.5876	\$23.7170	\$24.9028	\$26.1480	\$27.4554
<i>Annual Regular OT</i>		\$9,396.42	\$9,866.28	\$10,359.56	\$10,877.56	\$11,421.42

Regular Overtime - 16 hours per week, calculated as an annual amount and paid in equal amounts over 26 bi-weekly periods using the following formula:
 (hourly rate x .50) x 832.

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)
Effective January 1, 2024

Effective January 1, 2024, all classifications receive a COLA of 3%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Emergency Medical Technician	40					
<i>Annual</i>		Not Applicable			\$48,272.00	\$50,685.00
<i>Hourly</i>		Not Applicable			\$16.5769	\$17.4056
<i>Annual Regular OT</i>		Not Applicable			\$6,895.99	\$7,240.71
Paramedic I	50	\$53,394.00	\$56,063.00	\$58,867.00	\$61,809.00	\$64,899.00
<i>Hourly</i>		\$18.3359	\$19.2524	\$20.2153	\$21.2256	\$22.2867
<i>Annual Regular OT</i>		\$7,627.71	\$8,008.99	\$8,409.56	\$8,829.85	\$9,271.28
Paramedic II	54	\$58,918.00	\$61,864.00	\$64,958.00	\$68,206.00	\$71,616.00
<i>Hourly</i>		\$20.2328	\$21.2445	\$22.3070	\$23.4224	\$24.5934
<i>Annual Regular OT</i>		\$8,416.85	\$8,837.71	\$9,279.71	\$9,743.70	\$10,230.85
Training Officer	56	\$64,811.00	\$68,051.00	\$71,454.00	\$75,027.00	\$78,779.00
<i>Hourly</i>		\$22.2565	\$23.3692	\$24.5378	\$25.7648	\$27.0532
<i>Annual Regular OT</i>		\$9,258.71	\$9,721.56	\$10,207.70	\$10,718.13	\$11,254.13
Station Captaon	58	\$67,748.00	\$71,136.00	\$74,693.00	\$78,427.00	\$82,349.00
<i>Hourly</i>		\$23.2651	\$24.4286	\$25.6501	\$26.9323	\$28.2792
<i>Annual Regular OT</i>		\$9,678.28	\$10,162.28	\$10,670.42	\$11,203.85	\$11,764.13

Regular Overtime - 16 hours per week, calculated as an annual amount and paid in equal amounts over 26 bi-weekly periods using the following formula:
 (hourly rate x .50) x 832



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: CAO, HR, County Counsel, Finance

TIME REQUIRED 15 minutes

**PERSONS
APPEARING
BEFORE THE
BOARD**

Janet Dutcher, Finance and John
Craig, CAO

SUBJECT Memorandum of Understanding with
Deputy Sheriffs' Association

AGENDA DESCRIPTION:

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

Proposed resolution adopting and approving a Memorandum of Understanding between the Count and the Deputy Sheriffs' Association (DSA) for January 1, 2022 to December 31, 2024.

RECOMMENDED ACTION:

Adopt proposed resolution #R22-____, Adopting and Approving a Memorandum of Understanding between the County and the DSA.

FISCAL IMPACT:

Approximately \$170,521 for 2022, \$127,062 in 2023, and \$182,196 in 2024. Total impact is approximately \$479,779.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
Staff Report
Resolution
Contract

History

Time	Who	Approval
6/10/2022 2:17 PM	County Counsel	Yes

6/10/2022 1:39 PM

Finance

Yes

6/10/2022 3:39 PM

County Administrative Office

Yes



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

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VICE CHAIR

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Bryan Wheeler

PUBLIC WORKS

Tony Dublino

SOCIAL SERVICES

Kathy Peterson

To: Honorable Board of Supervisors
From: Robert C. Lawton, County Administrative Officer
Date: June 14, 2022
Subject: Proposed MOU for the Mono County Deputy Sheriffs' Association

Recommendation

Adopt the proposed MOU with the Mono County Deputy Sheriffs' Association.

Overall Annual Fiscal Impact

Year 1: \$170,521 (6.0%)
Year 2: \$127,062 (4.3%)
Year 3: \$182,196 (6.1%)

A total of \$479,779 during the three-year term.

Discussion

Beginning in December 2021, the County began negotiations with the Mono County Deputy Sheriffs' Association (DSA) for a new Memorandum of Understanding (MOU) defining the terms and conditions of employment. These negotiations concluded in May 2022 after a total of 10 negotiations session were held. The previous MOU expired on December 31, 2021.

Members of the DSA negotiating team were Stacie Casabian (labor representative), Jason Pelichowski, Cory Custer, and Ricci Reigle. The County was represented by John Craig and Janet Dutcher. Oliver Yee from Liebert, Cassidy, Whitmore served as Chief Negotiator.

Results of these negotiations include:

- Term---3-year term, January 1, 2022 through December 31, 2024
- Salaries
Equity Cost of Living Adjustments (COLA) during the term as follows:
 - January 1, 2022—3% increase in base pay
 - January 1, 2023—2% increase in base pay
 - January 1, 2024—2% increase in base pay
- One-time Non-PERSable and Essential Work Pay—within 45 days after ratification of the MOU, employees shall receive a one-time non-PERSable, and essential worker pay of \$5,000. Employees may receive this either via payroll or as a contribution to the employee's Section 401(a) Plan account.

- Cafeteria Plan-No net new change in benefits, language clean-up to reflect existing plans and operations of benefit. Specifically, the provision includes the side letter entered into by the parties and adopted as R19-15 by the Board and brings back the 401(a)-plan language in lieu of the ICMA plan that was not implemented.
- Health Benefits for Retirees and Post-Retirement Health Beneficiaries – ministerial and administrative revisions were made in this article to reflect the current terms of the plan.
- Vacation – the annual vacation cap is lowered from 300 hours to 240 hours each year. Employees may make an irrevocable election to cash out up to 40 hours on an annual basis so long as the employee has used 40 hours of vacation in the prior 12 months.
- Take-Home Vehicles – added language that requires employees to complete their Field Training Officer (FTO) program and live within thirty (30) miles of the County line to take home their assigned vehicle.
- Sergeant Qualifications – revised language to allow vacancies in the classification of Sergeant, the County to initially conduct an internal recruitment. If there are at least three (3) qualified internal candidates, the County shall select from one (1) of the internal applicants. In the event there are not three (3) qualified internal candidates the County may conduct an external recruitment.
- A tentative agreement was reached between the negotiating teams on May 24, 2022. The Deputy Sheriffs' Association members voted to approve the agreement. The objectives of the County negotiating team focused on managing the costs of salaries and benefits while upholding the strategic priorities set by the County.



R22-__

**A RESOLUTION OF THE MONO COUNTY
BOARD OF SUPERVISORS ADOPTING AND APPROVING
A MEMORANDUM OF UNDERSTANDING
BETWEEN THE COUNTY AND THE DEPUTY SHERIFFS' ASSOCIATION**

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

WHEREAS, the County is required by the Meyers-Milias-Brown Act (sections 3500 et seq. of the Government Code) to meet and confer with recognized employee organizations before changing the terms and conditions of employment applicable to the employee classifications represented by those organizations; and

WHEREAS, County representatives and the Mono County Deputy Sheriffs' Association (the "Association") met, conferred, and reached mutually-acceptable terms for a proposed Memorandum of Understanding (MOU), a copy of which is attached hereto as Exhibit A and incorporated herein by this reference; and

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

SECTION ONE: The proposed Memorandum of Understanding between the County of Mono and the Association, a copy of which is attached hereto as Exhibit A – effective for the period of January 1, 2022 through December 31, 2024 – is hereby ratified, adopted and approved.

SECTION TWO: The terms and conditions of employment set forth in the MOU are hereby prescribed for the employees whose classifications are included in the Association's bargaining unit.

PASSED, APPROVED and ADOPTED this 14th day of June, 2022, by the following vote, to wit:

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

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Bob Gardner, Chair
Mono County Board of Supervisors

ATTEST:

APPROVED AS TO FORM:

Clerk of the Board

County Counsel

MEMORANDUM OF
UNDERSTANDING

BETWEEN

COUNTY OF MONO

AND

MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION



JANUARY 1, 2022 THROUGH DECEMBER 31, 2024

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**MEMORANDUM OF UNDERSTANDING
BETWEEN COUNTY OF MONO AND
MONO COUNTY DEPUTY SHERIFFS' ASSOCIATION**

JANUARY 1, 2022, THROUGH DECEMBER 31, 2024

ARTICLE 1. PURPOSE AND DEFINITIONS

A. Purpose

It is the purpose of this Memorandum of Understanding ("MOU") to promote and provide for continuity of operations and employment through harmonious relations, cooperation and understanding between management and the employees covered by this MOU; to provide an established, orderly and fair means of resolving any misunderstandings or differences which may arise from the provisions of this MOU, and to set forth the understanding reached between the parties as a result of good faith negotiations on the matters set forth herein.

B. Definitions

The terms used in this MOU shall have the following definitions unless the terms are otherwise defined in specific articles in this MOU:

1. "Association" means the Mono County Deputy Sheriffs' Association ("MCDSA").
2. "Base rate of pay" means the employee's current step hourly rate of pay as identified in Appendix "A".
3. "County" means the County of Mono, California.
4. "Employee" refers to full-time employees covered by this MOU.
5. "MOU" means this Memorandum of Understanding between the Association and the County.
6. "Regular rate of pay" means the base hourly rate of pay plus any additional amounts required by the Fair Labor Standards Act (FLSA) to be included in the regular rate, for which the employee qualifies under this MOU.
7. "Retiree" is a former County employee whom CalPERS considers to be a County retiree/annuitant but who is not a post-retirement health beneficiary as described below.
8. "Post-retirement health beneficiary" means a Retiree, who for purposes of Article 15 of this MOU:
 - was hired prior to January 1, 1986, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least five (5) years continuous service with the County immediately preceding their date of retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or

- was hired after December 31, 1985 and before July 1, 1987, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least ten (10) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or
- was hired after June 30, 1987 and before January 1, 1995, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least fifteen (15) years continuous service with the County immediately preceding their date of retirement unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan; or,
- was hired after December 31, 1995, and before May 1, 2001, and was age fifty (50) or older and held permanent employment status on their date of retirement, and accrued at least twenty (20) years continuous service with the County immediately preceding their retirement, unless they at any time prior to retirement opted to participate in the County's Section 401(a) Plan.

ARTICLE 2. TERM

This MOU shall be in effect from January 1, 2022, and shall remain in full force and effect through 12:00 midnight on December 31, 2024.

ARTICLE 3. RECOGNITION

The County recognizes the Association as the sole and exclusive representative for full-time employees in the peace officer bargaining unit comprised of the classifications of Sergeant, Deputy Sheriff I, Deputy Sheriff II, and Boating Safety Officer.

ARTICLE 4. NON-DISCRIMINATION

There shall be no unlawful discrimination based on an employee's race, religious creed, color, national origin, ancestry, sex, age, sexual orientation, marital status, gender identity, gender expression, genetic characteristics or information, military or veteran's status and/or any other category protected by federal and/or state law. In addition, the County shall not retaliate because of the employee's opposition to a practice the employee reasonably believes to constitute employment discrimination or harassment or because of the employee's participation in an employment investigation, proceeding, hearing or legitimate employee organization activities. Employees who believe they have been harassed, discriminated against, or retaliated against, should report that conduct to the County and the County will investigate those complaints.

ARTICLE 5. SALARY SCHEDULE

- A. The salary schedule shall consist of five (5) steps, each step shall be equivalent to five percent (5%) above the prior step. Advancement of steps shall be automatic upon the employee's anniversary date and a satisfactory annual evaluation. No time worked while step increases

were frozen, either pursuant to a previously-adopted MOU and/or Imposed Terms and Conditions, shall be counted for purposes of determining any step increases provided pursuant to this MOU.

- B. Notwithstanding anything to the contrary in the Personnel Rules, all current employees as of the effective date of this MOU shall have their anniversary dates on July 1 for the purpose of advancement within the salary schedule.
- C. Employees are required to utilize direct deposit of their payroll checks.
- D. Employees will submit their timesheets and any other data and information needed by the Finance Department for purposes of payroll processing by such deadlines as the Finance Director may set.

ARTICLE 6. SALARY

Effective January 1, 2022, all classifications shall receive a cost of living adjustment of three percent (3%).

Effective January 1, 2023, all classifications shall receive a cost of living adjustment of two percent (2%).

Effective January 1, 2024, all classifications shall receive a cost of living adjustment of two percent (2%).

One-time NonPERSable and Essential Worker Pay – Within 45 days after ratification of the MOU, employees employed as of the date of MOU ratification shall receive a one-time non-PERSable and essential worker pay of \$5,000.00 (Five Thousand Dollars). Employees may receive this pay either via payroll or as a contribution to the employee’s section 401(a) Plan account.

ARTICLE 7. HOLIDAY PAY

In lieu of receiving holidays off employees shall receive holiday incentive pay in the amount of seven percent (7%) of their base rate of pay.

ARTICLE 8. LONGEVITY PAY

Longevity pay was discontinued effective January 2, 2012. Employees who were receiving longevity pay as of January 1, 2012, will continue to receive longevity pay, but the percentage amount of such pay shall be frozen and shall not increase.

ARTICLE 9. RETIREMENT

The County shall continue its participation in the California Public Employees’ Retirement System (“CalPERS”).

Retirement Tier 1 – Safety Members hired before December 27, 2012, shall receive the 3% @ 50 retirement formula, highest twelve (12) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 2 – Safety Members hired between December 27, 2012 and January 1, 2013, or Classic Members as defined by CalPERS, shall receive the 3% @ 55 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay nine percent (9%) of salary as the CalPERS employee's contribution and three percent (3%) of the CalPERS employer's contribution on a pre-tax basis.

Retirement Tier 3 – New Safety Members, as defined by CalPERS, hired on or after to January 1, 2013, shall receive the 2.7% @ 57 retirement formula, highest thirty-six (36) month average final compensation period, the Fourth Level of the 1959 Survivor's Benefit, Unused Sick Leave Option, and a two percent (2.0%) retirement Cost of Living Adjustment (COLA). These Safety Members shall pay half of the total normal cost of the retirement plan as determined annually by CalPERS on a pre-tax basis.

ARTICLE 10. HEALTH INSURANCE

- A. Employees and their dependents are entitled to health care benefits as provided in this Article and Articles 11 and 12.
- B. "Health care benefits" means the medical, dental, and vision benefits provided to employees and their dependents by the County.
- C. The County contracts with CalPERS medical insurance for all employees. The County shall pay only the statutory amount prescribed by Government Code section 22892 per employee per month for medical insurance.

ARTICLE 11. DENTAL CARE PLAN

The County shall provide all employees and their dependents with the County dental plan. The current County dental care plan shall be the minimum base coverage.

ARTICLE 12. VISION CARE PLAN

The County shall provide all employees and their dependents a vision care plan. The current Vision Care Plan C shall be the minimum base coverage.

ARTICLE 13. CAFETERIA PLAN

For employees enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to ninety-five percent (95%) of the PORAC premium for the coverage tier in which the employee is enrolled (i.e., single, two-party, or family), minus the statutory amount prescribed by Government Code section 22892, which the County shall pay directly to PERS. For employees not enrolled in PORAC insurance, the County shall contribute into the cafeteria plan an amount equal to eighty percent (80%) of the PERS Choice premium for the coverage tier in which the employee is enrolled, minus the statutory amount prescribed by section 22892, which the County shall pay directly to PERS.

ARTICLE 14. 401(a) PLAN

- A. Employees hired on or after May 1, 2001, are not eligible to earn or receive post-retirement benefits provided by paragraph A of Article 15 but shall instead be eligible to receive County contributions into an Internal Revenue Code Section 401(a) Plan ("401(a) Plan") established by the County, as described more fully below. Any active employee of the unit who was hired prior to May 1, 2001, may also elect to receive County contributions into a Section 401(a) Plan under this Article, if he or she waives and relinquishes any present or future rights to receive the post-retirement health benefits provided by paragraph A of Article 15.
- B. The County shall contribute into the 401(a) Plan an amount on behalf of each employee participating under this Article equal to the amount contributed by that employee from his or her own pre-tax salary into one of the County's Section 457 deferred compensation plans ("457 Plan") or into the 401(a) Plan directly (if made available to Employee contributions) but not to exceed three percent (3%) of the employee's pre-tax salary. Accordingly, if an employee contributes a total of one to three percent (1-3%) of his or her pre-tax salary to a 457 plan, then the dollar amount of the County's 401(a) Plan contribution would fully match the Employee's 457 contribution; if an employee contributes more than three percent (3%) of his or her base rate of pay to a 457 Plan, then the dollar amount of the County's 401(a) Plan contribution would be three percent (3%) (and not more) of the employee's base rate of pay and would not fully match the employee's 457 contribution. The Employee may direct the investment of said contributions in accordance with the options or limitations provided by the 401(a) Plan. The Employee's ability to withdraw the County's contributions into the 401(a) Plan is set forth in paragraph C.
- C. The 401(a) Plan has the following vesting schedule for participating employee to earn and be eligible to withdraw or otherwise receive a portion (or in some cases all) of his or her total account value at the time of termination:

<u>Years of County Service</u>	<u>Portion of Account Value Vested</u>
Less than 1 year	0%
1 year plus 1 day to 2 years	10%
2 years plus 1 day to 3 years	20%
3 years plus 1 day to 4 years	40%
4 years plus 1 day to 5 years	60%
5 years plus 1 day but less than 6 years	80%
6 years	100%

- D. In addition to and notwithstanding the foregoing, employees' options for withdrawing, "rolling over," and otherwise using account money - and the tax consequences of such withdrawals and use - shall be subject to any legal requirements or limitations of Internal Revenue Code Section 401(a) and any other applicable laws with which the County and the 401(a) Plan must comply.

ARTICLE 15. HEALTH BENEFITS FOR RETIREES AND POST-RETIREMENT HEALTH BENEFICIARIES

A. Post-Retirement Health Beneficiaries

1. Post-retirement health beneficiaries who are not yet eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the amount paid into the cafeteria plan for active employees under Article 13. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
2. Post-retirement health beneficiaries who are eligible for Medicare who enroll in CalPERS medical insurance shall receive a flexible credit allowance paid through the County's cafeteria plan equal to the monthly amount of the PERS Choice Medicare Supplement premium or the monthly premium amount of the plan in which the post-retirement health beneficiary is enrolled, whichever is less, based on the residency and coverage tier in which the post-retirement health beneficiary is enrolled. This amount does not include the statutory amount prescribed by Government Code section 22892 per month paid by the County directly to PERS.
3. In the event a post-retirement health beneficiary and their dependent are not both Medicare-qualified, then the qualified individual shall enroll in Medicare and payment through the cafeteria plan shall not exceed the amount described in A.1.
4. Post-retirement health beneficiaries and one dependent (as defined in the dental and eye-care insurance policies) shall also be given the same dental and eye-care benefits provided to employees in Article 10.

B. Retirees

Retirees hired on or after May 1, 2001, who enroll in CalPERS medical insurance, shall receive the statutory amount prescribed by Government Code section 22892 per month paid directly by the County to PERS.

ARTICLE 16. FITNESS FOR DUTY; PHYSICAL EXAMINATION

The Sheriff may require any employee to submit to examinations by County designated physicians to evaluate the employee's fitness for duty when there is a reasonable basis for believing that the employee may be unable to perform the essential functions of their job with or without reasonable accommodation and/or without posing an unreasonable risk to the health and safety of the employee or others. (See also Section 1014 of the current Mono County Sheriff's

Department Policies and Procedures, entitled "Fitness For Duty," which is incorporated herein by this reference.)

ARTICLE 17. COURT TIME

Off-duty court time will be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any off-duty time required to appear in court in excess of the four (4) hours in one (1) day shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay. This applies to hours that are non-contiguous to the employee's regular duty hours.

If an employee receives notice not to appear for a scheduled court appearance after the end of the employee's last previous work shift and before leaving to attend court, then the employee will receive one hundred dollars (\$100.00) for the court cancellation.

ARTICLE 18. CALL-IN

An employee who is called in to work outside of their normal work shift by the Sheriff's Office shall be paid at the rate of one and one-half (1-1/2) times the employee's regular rate of pay with a minimum of four (4) hours. Any time required in excess of the four (4) hours shall be compensated at one and one-half (1-1/2) times the employee's regular rate of pay.

ARTICLE 19. ON-CALL PAY

When warranted and in the interest of County operations, the Sheriff may post "on-call" shifts. The Sheriff shall make available on-call shifts prior to the 15th of the month for the following month. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall administer the sign-up process with employees signing up for on-call shifts in order of hire date as a deputy on a voluntary basis. The Sheriff's Administration (Sheriff, Under Sheriff, or Lieutenant) shall distribute the posted on-call calendar five (5) days prior to the end of the month. Employees who sign-up shall receive two (2) hours of CTO for an on-call shift. Employees who are on call shall be required to answer their phone and able to leave their residence within forty-five (45) minutes of the call.

For the purpose of this section an on-call shift will be up to a twelve (12) hour shift.

ARTICLE 20. OVERTIME PAY

Employees who work in excess of their regularly scheduled workday or shift, shall be compensated for overtime at a rate of one and one-half (1-1/2) times the employee's regular rate of pay. All paid time shall count as time worked for the purpose of calculating overtime. Overtime may be taken in cash or compensatory time off ("CTO") at the employee's discretion. CTO may not accrue in excess of two hundred (200) hours.

1. 40-hour workweek:

Employees assigned to a forty-hour (40) workweek shall be on a forty (40) hour, seven (7) day work period. All hours paid in excess of forty (40) hours in the seven (7) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

2. 84-hour work period:

Employees assigned to the 3/12-4/12 work schedule shall be on an eighty (80) hour, fourteen (14) day work period pursuant to section 7(k) of the Fair Labor Standards Act (29 USA § 207 (k)). All hours paid in excess of eighty (80) hours in the fourteen (14) day work period will be paid at one and one-half (1-1/2) times the employee's regular rate of pay.

3. Grant Overtime:

The Sheriff shall have the ability to designate additional overtime for grant-funded details that will be paid at one and one-half (1-1/2) times the employee's regular rate of pay, regardless of hours worked during the work period.

ARTICLE 21. UNIFORMS AND CLOTHING

Upon hire, each employee will be reimbursed up to twelve hundred dollars (\$1200.00) for the purchase of uniforms and equipment upon presentation of receipts. Alternatively, each employee may request and, the County shall provide, a store credit of twelve hundred dollars (\$1200.00) or the balance thereof for the purchase of uniforms and equipment from a vendor(s) selected by the County. Employees shall be responsible for the replacement and maintenance of their uniforms. All clothing damaged within the course and scope of employment shall be replaced or repaired at no cost to the employee. The determination as to whether the clothing is replaced or repaired shall be made by the Sheriff or designee.

ARTICLE 22. SAFETY EQUIPMENT

The County shall provide employees with the following equipment, and replace or repair such equipment when deemed necessary by the Sheriff's Office:

1. Hand gun and ammunition
2. Patrol Rifle and ammunition
3. Shotgun and ammunition
4. Taser and Taser holster
5. Holster
6. Sam Browne Belt and four keepers
7. Three hand gun magazines and magazine holder
8. Three Patrol Rifle magazines
9. Handcuffs and handcuff case
10. Radio and radio holder
11. Baton and baton holder
12. Pepper spray and pepper spray holder
13. Flashlight and flashlight holder
14. Body armor
15. Baseball cap
16. Winter knit cap
17. Winter jacket
18. Boot replacement or maintenance (\$350 Biennially)
19. Winter gloves
20. Goggles
21. Sunglasses (\$100 Annually)
22. Raincoat

23. Two jumpsuits

ARTICLE 23. VACATION LEAVE

A. Employees shall accrue vacation leave as follows:

Initial Employment	80 hours vacation per year
After 3 years' service	120 hours vacation per year
After 10 years' service	136 hours vacation per year
After 15 years' service	152 hours vacation per year
After 20 years' service	160 hours vacation per year

B. Commencing upon MOU ratification, employees, who have vacation leave balances in excess of two hundred and forty (240) hours annually as of the MOU ratification date, shall have those hours in excess of two hundred and forty (240) hours converted to cash.

C. Employees will have the option to make an irrevocable election to cash out up to 40 hours of vacation leave on an annual basis. To be eligible for annual vacation leave cash out, the employee must have used 40 hours of vacation leave in the prior 12 months.

ARTICLE 24. SICK LEAVE

A. Employees shall accrue 8 hours of sick leave per month of full-time service. Upon retirement, employees may convert unused sick leave to service credit with CalPERS. Sick leave shall have no cash value.

B. Employees may elect to use accrued leaves after sick leave or workers' compensation is exhausted.

ARTICLE 25. EDUCATIONAL INCENTIVE PAY

A. Employees shall receive five percent (5.0%) of their base rate of pay for possession of an Intermediate POST Certificate.

B. Employees shall receive seven and a half percent (7.5%) of their base rate of pay for possession of an Advanced or Supervisory POST Certificate.

C. Employees shall receive two and a half percent (2.5%) of their base rate of pay for possession of a Bachelor's degree.

Educational pay shall be additive and not compounded.

ARTICLE 26. EDUCATIONAL INCENTIVE PROGRAM

A. Employees who enroll in college courses shall be reimbursed by the County for allowable expenses related to the courses in an amount not to exceed \$700.00 per calendar year. Allowable expenses shall include tuition expenses for required course material and textbooks, and shall be subject to the following:

- (1) Courses must be taken from an accredited institution.
 - (2) Employees will not be granted time off from their regular work schedule to attend such courses.
 - (3) Required course material and textbooks may be retained by the employee upon satisfactory completion of the course.
- B. Reimbursement shall be made to the employee within fifteen (15) calendar days after presentation to the Auditor's office of appropriate receipts and proof of completion of the course and a minimum grade of "C" or equivalent.

ARTICLE 27. BILINGUAL PAY

Employees who are bilingual in Spanish or other languages as determined by the County shall receive three and a quarter percent (3.25%) of their base rate of pay.

ARTICLE 28. FIELD TRAINING OFFICER PAY

Employees assigned as a Field Training Officer (FTO) shall receive an additional five percent (5%) above their base rate of pay for all hours which they are actually training, and with approval of the FTO supervisor, to hours spent preparing for the upcoming FTO assignment.

ARTICLE 29. SERGEANT PAY FOR OFF-DUTY CALLS

A two-hour (2) minimum shall be paid at the overtime rate to a sergeant who is unexpectedly called at home, while otherwise off duty, by County dispatch or any on-duty County employee regarding County business that requires their immediate attention. If the sergeant is called more than once during the initial two-hour (2) period, any work performed during that initial period shall be considered to be within the initial period and no additional compensation shall be owed. Any calls that have been prearranged or requested in advance shall not be eligible for compensation under this Article.

ARTICLE 30. ASSOCIATION RELEASE TIME

The Association President or designee shall have reasonable time off for association matters, with the approval of the Sheriff. Association release time is limited to one hundred and twenty (120) hours annually. The President or designee shall give management two (2) weeks' notice prior to taking time off.

ARTICLE 31. TAKE-HOME VEHICLES

- A. To facilitate and enhance law enforcement services, and to the extent available, employees shall be assigned a vehicle. Employees must complete their Field Training Officer (FTO) program and live within thirty (30) miles of the County line to take home their assigned vehicle.

The taking of vehicles home is intended to serve the Department's operational purposes by enhancing the safety of the public and the deputies through quicker response times.

- B. Vehicles may be unassigned as part of a Performance Improvement Plan (PIP) or due to loss of driving privileges.
- C. Employees who are unable to perform patrol or response functions (including those on light or modified duty) may be prohibited from using their assigned vehicles. The Sheriff may send an employee to retrieve the vehicle or require the employee to park the vehicle at his or her residence until he or she returns to full duty.
- D. Vehicles may be taken away from an employee as a result of the disciplinary process.

ARTICLE 32. INVESTIGATION PAY

Employees assigned to investigations shall receive an additional five percent (5%) above their base rate of pay for all hours worked.

ARTICLE 33. SERGEANT QUALIFICATIONS

For vacancies in the classification of Sergeant the County will initially conduct an internal recruitment. If there are at least three (3) qualified internal candidates the County shall select from one (1) of the internal applicants. In the event there are not three (3) qualified internal candidates the County may conduct an external recruitment.

ARTICLE 34. MISCELLANEOUS

This Memorandum of Understanding contains all the covenants, stipulations and provisions agreed by the parties. It is understood that all items relating to employees' wages, hours and other terms and conditions of employment not covered by the Memorandum of Understanding shall remain the same for the term of this Memorandum of Understanding. Therefore, except by mutual agreement of the parties or as specifically provided otherwise herein, for the life of the Memorandum of Understanding, neither party shall be compelled to bargain with the other concerning any mandatory bargaining issue whether or not the issue was specifically bargained for prior to the execution of the Memorandum of Understanding. There shall be no changes to the Personnel Rules which affect negotiable wages, hours, terms or conditions of employment without mutual agreement. This Memorandum of Understanding shall remain in full force and effect until a new Memorandum of Understanding is ratified or the County imposes its last, best and final proposal.

ARTICLE 35. SEVERABILITY

Should any section, clause, or provision of the Memorandum of Understanding be declared illegal by final judgment of a court of competent jurisdiction or invalid by CalPERS, such invalidation of such section, clause, or provision shall not invalidate the remaining portions thereof, and such remaining portions shall remain in full force and effect.

Upon such invalidation, the parties agree immediately to meet and confer on substitute provision for such parts or provisions rendered or declared illegal or an unfair labor practice.


ARTICLE 36. SIGNATURES

In witness thereof, the parties hereto, acting by and through their duly authorized representatives have executed this Memorandum of Understanding.

Bob Gardner, CHAIR
Mono County Board of Supervisors



Arturo Torres, PRESIDENT
Mono County Deputy Sheriffs' Association




Ricci Reigle, VICE PRESIDENT
Mono County Deputy Sheriffs' Association

Approved as to Form:

Stacey Simon
COUNTY COUNSEL

Approved as to Form:



Stacie Casabian
ASSOCIATION NEGOTIATOR

MONO COUNTY SALARY SCHEDULE

Deputy Sheriff Association (DSA)

Effective January 1, 2022

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,851.00	\$6,144.00	\$6,451.00	\$6,774.00	\$7,113.00
<i>Bi-Weekly</i>		\$2,700.47	\$2,835.70	\$2,977.39	\$3,126.47	\$3,282.93
<i>Hourly</i>		\$33.7564	\$35.4468	\$37.2180	\$39.0815	\$41.0373
Deputy II	54					
<i>Monthly</i>		\$6,459.00	\$6,782.00	\$7,121.00	\$7,477.00	\$7,851.00
<i>Bi-Weekly</i>		\$2,981.09	\$3,130.16	\$3,286.63	\$3,450.93	\$3,623.55
<i>Hourly</i>		\$37.2642	\$39.1277	\$41.0835	\$43.1374	\$45.2951
Sergeant	60					
<i>Monthly</i>		\$7,490.00	\$7,865.00	\$8,258.00	\$8,671.00	\$9,105.00
<i>Bi-Weekly</i>		\$3,456.93	\$3,630.01	\$3,811.40	\$4,002.01	\$4,202.32
<i>Hourly</i>		\$43.2124	\$45.3759	\$47.6432	\$50.0260	\$52.5299
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$5,125.00	\$5,381.00	\$5,650.00	\$5,933.00	\$6,230.00
<i>Bi-Weekly</i>		\$2,365.39	\$2,483.55	\$2,607.70	\$2,738.32	\$2,875.39
<i>Hourly</i>		\$29.5679	\$31.0448	\$32.5968	\$34.2295	\$35.9430

MONO COUNTY SALARY SCHEDULE

Deputy Sheriff Association (DSA)

Effective January 1, 2023

Effective January 1, 2023, all classifications receive a COLA of 2%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$5,968.00	\$6,267.00	\$6,580.00	\$6,909.00	\$7,255.00
<i>Bi-Weekly</i>		\$2,754.47	\$2,892.47	\$3,036.93	\$3,188.78	\$3,348.47
<i>Hourly</i>		\$34.4314	\$36.1565	\$37.9623	\$39.8604	\$41.8566
Deputy II	54					
<i>Monthly</i>		\$6,588.00	\$6,918.00	\$7,263.00	\$7,627.00	\$8,008.00
<i>Bi-Weekly</i>		\$3,040.63	\$3,192.93	\$3,352.17	\$3,520.17	\$3,696.01
<i>Hourly</i>		\$38.0084	\$39.9123	\$41.9027	\$44.0028	\$46.2009
Sergeant	60					
<i>Monthly</i>		\$7,640.00	\$8,022.00	\$8,423.00	\$8,844.00	\$9,287.00
<i>Bi-Weekly</i>		\$3,526.17	\$3,702.47	\$3,887.55	\$4,081.86	\$4,286.32
<i>Hourly</i>		\$44.0778	\$46.2817	\$48.5952	\$51.0241	\$53.5799
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$5,228.00	\$5,489.00	\$5,763.00	\$6,052.00	\$6,355.00
<i>Bi-Weekly</i>		\$2,412.93	\$2,533.39	\$2,659.86	\$2,793.24	\$2,933.09
<i>Hourly</i>		\$30.1621	\$31.6679	\$33.2487	\$34.9161	\$36.6642

MONO COUNTY SALARY SCHEDULE
Deputy Sheriff Association (DSA)

Effective January 1, 2024

Effective January 1, 2024, all classifications receive a COLA of 2%.

POSITION TITLE	GRADE	STEPS				
		A	B	C	D	E
Deputy I	50					
<i>Monthly</i>		\$6,087.00	\$6,392.00	\$6,712.00	\$7,047.00	\$7,400.00
<i>Bi-Weekly</i>		\$2,809.39	\$2,950.16	\$3,097.86	\$3,252.47	\$3,415.40
<i>Hourly</i>		\$35.1180	\$36.8776	\$38.7238	\$40.6566	\$42.6931
Deputy II	54					
<i>Monthly</i>		\$6,720.00	\$7,056.00	\$7,408.00	\$7,780.00	\$8,168.00
<i>Bi-Weekly</i>		\$3,101.55	\$3,256.63	\$3,419.09	\$3,590.78	\$3,769.86
<i>Hourly</i>		\$38.7700	\$40.7085	\$42.7393	\$44.8855	\$47.1240
Sergeant	60					
<i>Monthly</i>		\$7,793.00	\$8,182.00	\$8,591.00	\$9,021.00	\$9,473.00
<i>Bi-Weekly</i>		\$3,596.78	\$3,776.32	\$3,965.09	\$4,163.55	\$4,372.17
<i>Hourly</i>		\$44.9605	\$47.2048	\$49.5644	\$52.0452	\$54.6530
Sheriff Safety Officer (Boating)	53					
<i>Monthly</i>		\$5,333.00	\$5,599.00	\$5,878.00	\$6,173.00	\$6,482.00
<i>Bi-Weekly</i>		\$2,461.39	\$2,584.16	\$2,712.93	\$2,849.09	\$2,991.70
<i>Hourly</i>		\$30.7679	\$32.3025	\$33.9122	\$35.6141	\$37.3969

Use the following formulas to calculate Annual, Bi-Weekly and Hourly amounts:
 Annual = Monthly X 12
 Bi-Weekly = Monthly X 0.46154
 Hourly = Monthly / 173.33



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

TIME REQUIRED

SUBJECT Closed Session - Exposure to
Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – ANTICIPATED LITIGATION. Significant exposure to litigation pursuant to paragraph (2) of subdivision (d) of Government Code section 54956.9. Number of potential cases: one.

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
6/10/2022 9:52 AM	County Counsel	Yes
6/3/2022 12:30 PM	Finance	Yes
6/10/2022 3:17 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

TIME REQUIRED

SUBJECT Closed Session - Existing Litigation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Mono County v. Silver State Investors, LLC, (U.S. District Court, Eastern District Case No. 2:22-cv-00908-TLN).

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
5/27/2022 3:42 PM	County Counsel	Yes
5/12/2022 4:14 PM	Finance	Yes
6/10/2022 5:29 PM	County Administrative Office	Yes



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

TIME REQUIRED

SUBJECT Closed Session - Public Employee
Evaluation

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

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

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

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

History

Time

Who

Approval



OFFICE OF THE CLERK
OF THE BOARD OF SUPERVISORS

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

TIME REQUIRED

SUBJECT Afternoon Session

**PERSONS
APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

THE AFTERNOON SESSION WILL RECONVENE NO EARLIER THAN 12:00 P.M.

RECOMMENDED ACTION:

FISCAL IMPACT:

CONTACT NAME:

PHONE/EMAIL: /

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

[Click to download](#)

No Attachments Available

History

Time

Who

Approval



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

REGULAR AGENDA REQUEST

Print

MEETING DATE June 14, 2022

Departments: Finance

TIME REQUIRED 30 minutes

PERSONS Janet Dutcher

SUBJECT Mono County Lease Financing
(Replacement Jail Facility)

**APPEARING
BEFORE THE
BOARD**

AGENDA DESCRIPTION:

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

Proposed resolution R22-____, authorizing the execution of certain financing documents with respect to the execution and delivery of tax-exempt lease financing documents in an aggregate principal amount not to exceed \$7,000,000 to finance a portion of the construction of a replacement jail facility. The anticipated total project cost is approximately \$32.9 million. The County anticipates receiving a SB-844 grant from the State of California in the amount of \$25 million.

RECOMMENDED ACTION:

Adopt proposed resolution R22-____, authorizing the execution and delivery of a site and facilities lease and a property lease in an aggregate principal amount not to exceed \$7,000,000 to finance a portion of the construction of the Mono County Replacement Jail Facility and authorizing execution of necessary documents, certificates and related actions.

FISCAL IMPACT:

This transaction will deposit at least \$6,450,000 of lease financing proceeds into the project fund for the Jail Replacement Facility project, after deduction for the cost of issuance. Average fiscal year debt service is estimated at \$465,851, with lease payments beginning October 1, 2022 through October 1, 2041.

CONTACT NAME: Janet Dutcher

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

SEND COPIES TO:

MINUTE ORDER REQUESTED:

YES NO

ATTACHMENTS:

Click to download
<input type="checkbox"/> Staff report
<input type="checkbox"/> Resolution
<input type="checkbox"/> Property Lease

History

Time	Who	Approval
6/10/2022 2:41 PM	County Counsel	Yes
6/10/2022 1:36 PM	Finance	Yes
6/10/2022 3:22 PM	County Administrative Office	Yes



DEPARTMENT OF FINANCE

AUDITOR-CONTROLLER

COUNTY OF MONO

Kim Bunn
Assistant Finance Director
Auditor-Controller

Janet Dutcher, CPA, CGFM, MPA
Director of Finance

Gerald Frank
Assistant Finance Director
Treasurer - Tax Collector

TO: Mono County Board of Supervisors

FROM: Janet Dutcher, Finance Director
Robert Lawton, County Administrative Officer
Stacey Simon, County Counsel

DATE: June 14, 2022

SUBJECT: Mono County Lease Financing to finance a portion of the construction of a replacement jail facility.

Purpose of Financing

The County Board of Supervisors is considering a resolution to approve a series of documents with respect to the execution and delivery of tax-exempt lease financing documents. The purpose of the financing is to provide funds to finance a portion of the construction of a replacement jail facility and to pay costs of issuance. County staff has worked diligently with the financing team over the past several months to prepare the structure and documentation of the lease financing for the Board's consideration.

The Mono County Replacement Jail Facility

The existing Mono County Jail was constructed in 1988 with a capacity of 24 beds, increasing to 48 beds in the following years. With the implementation of public safety realignment in 2011, county jails were tasked with housing non-violent convicted felons, who previously would have been sent to state prison. The County's jail is not designed to house inmates for longer felony sentences, nor does it have the capacity to provide inmate programs and services.

In 2017, the County applied for grant funds pursuant to Senate Bill (SB) 844 to construct a new replacement jail facility. In June 2017, the County was awarded \$25 million SB 844 grant for the construction of a replacement jail at the location of the old hospital in Bridgeport. The new facility includes programing and treatment space nonexistent in the current facility. The anticipated total project cost is approximately \$32.9 million, and the budget summary table shows the estimated source of funds for the project.

SB 844 Grant	\$	25,000,000
In-kind Contribution		440,000
Cash		1,027,031
Lease Financing		6,450,000
	\$	<u>32,917,031</u>

The design process is underway with demolition of the existing old hospital beginning in September 2022, construction expected to start in April 2024, and the facility is estimated to be available for occupancy in November 2025, or earlier depending on weather and other contingencies.

The Lease Financing

The County is entering into a tax-exempt lease financing to generate proceeds to fund a portion of the construction of the project, which is a borrowing tool commonly utilized by California counties to finance capital projects. The lease will be issued as fixed-rate obligations that will pay principal annually each October 1st, and interest semi-annually for a term of 20 years, with the final maturity of October 1, 2041. The financing structure is based upon a series of leases between the County and the County of Mono Economic Development Corporation (EDC). The County will lease three County-owned facilities as security to the EDC pursuant to a ground lease: Annex I and Annex II in Bridgeport, and the Lee Vining Community Center. The County will then sublease these properties back from the EDC pursuant to a lease agreement.

Estimated Sources and Uses of Funds

Below is an estimate of the sources and uses of the proceeds from the lease financing transaction, as negotiated with First Foundation Bank and our financing team.

Sources:

Bond Proceeds:	
Par Amount	6,593,000.00
	<hr/>
	6,593,000.00
	<hr/> <hr/>

Uses:

Project Fund Deposits:	
Project Fund	6,450,000.00
Delivery Date Expenses:	
Cost of Issuance	143,000.00
	<hr/>
	6,593,000.00
	<hr/> <hr/>

Financing Documents for Approval

The Board of Supervisors is approving the form of several financing related documents, each of which has been reviewed by County Counsel, Finance, and CAO, and is summarized below:

- *County Financing Resolution* – The financing resolution approves the form of each of the documents, as well as key parameters for the execution and delivery of lease financing documents in an aggregate principal amount not to exceed \$7,000,000. The resolution instructs County staff to complete the transaction, based upon the parameters specified in the resolution.
- *Property Lease* – Mono County will lease the three properties to the EDC under the property lease.
- *Site and Facility Lease* – Mono County will sublease the three properties back from the EDC under the site and facility lease agreement.
- *Assignment Agreement* – The EDC will assign its rights to receive lease payments under the Property Lease to First Foundation, the lender.

Financing Schedule:

Following your Board's approval of today's financing documents, the next steps towards closing the transaction are anticipated as follows:

- June 15 to June 22 – gather necessary signatures for closing
- June 23 – closing



R22-__

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS
APPROVING DOCUMENTS AND ACTIONS RELATING TO THE EXECUTION AND
DELIVERY OF A PROPERTY LEASE TO FINANCE A REPLACEMENT JAIL
FACILITY AND RELATED PUBLIC IMPROVEMENTS**

WHEREAS, the County of Mono (the “County”) desires to finance public capital improvements for the County consisting generally of a portion of the cost of a replacement jail facility and related public improvements (collectively, the “Project”); and

WHEREAS, the County of Mono Economic Development Corporation (the “Corporation”) has been formed for the purpose, among others, of assisting the County in financing and refinancing for certain projects of the County by entering into, among other arrangements, lease/leasebacks with the County; and

WHEREAS, in order to raise funds necessary for the acquisition and construction of the Project, the County has proposed to lease the following real property and the improvements located and to be located thereon (collectively, the “Leased Property”) to the Corporation under a Site and Facility Lease (the “Site Lease”), in consideration of the payment by the Corporation of an upfront rental payment (the “Site Lease Payment”) that is sufficient to provide funds for the financing of the Project:

- (i) the Courthouse Annex #1,
- (ii) the Courthouse Annex #2, and
- (iii) the Crowley Lake Community Center and skate park; and

1 **WHEREAS**, the Corporation will, through an assignment to First Foundation
2 Public Finance (the “Assignee”), pursuant to an Assignment Agreement (the "Assignment
3 Agreement") between the Corporation and the Assignee, obtain the necessary funds to make the
4 Site Lease Payment under the Site Lease; and
5

6 **WHEREAS**, the County will lease back the Leased Property from the
7 Corporation pursuant to a Property Lease (the “Property Lease”), and will pay to the
8 Corporation base rental payments (the “Base Rental Payments”) and additional rental pursuant
9 to the Property Lease; and
10

11 **WHEREAS**, under the Assignment Agreement, the Corporation will assign
12 amounts received from the County as Base Rental Payments and certain additional rental
13 payments under the Property Lease to the Assignee; and
14

15 **WHEREAS**, in consideration of such assignment, the Assignee has agreed to
16 provide the funds to the Corporation sufficient to make the Site Lease Payment under the Site
17 Lease; and
18

19 **WHEREAS**, in accordance with Government Code Section 5852.1, the Board
20 has obtained and disclosed the information set forth in Appendix A hereto; and
21

22 **WHEREAS**, the Board of Supervisors has duly considered such transactions and
23 wishes at this time to approve certain matters relating to said transactions in the public interest
24 of the County;
25

26 **NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNTY OF**
27 **MONO RESOLVES that:**
28

29 1. Recitals. The Board of Supervisors hereby finds and determines that the
30 foregoing recitals are true and correct.
31
32

1 2. Findings and Determinations. Based on the information provided to the
2 Board of Supervisors by County staff and consultants, all as set forth in the proceedings and
3 documents providing for the execution and delivery of the Site Lease and the Property Lease
4 and the transactions related thereto, the Board of Supervisors approves the financing plan as
5 recited above for the purpose of providing funds to finance the Project.
6
7

8 3. Approval of Financing Agreements. The Board of Supervisors hereby
9 approves the Property Lease and the Site Lease, in substantially the respective forms on file
10 with the Clerk of the Board, together with any changes therein or additions thereto deemed
11 advisable by the County Administrative Officer, County Finance Director, or County Counsel
12 (each, an “Authorized Officer”) upon consultation with special counsel, whose execution
13 thereof shall be conclusive evidence of the approval of any such changes or additions; provided,
14 however, that no such changes or additions may authorize the principal amount represented by
15 the Base Rental Payments to exceed \$7,000,000, or the annual interest rate represented by the
16 Base Rental Payments to exceed 5.00%, subject to an increase to the Default Rate or Taxable
17 Rate as defined in the Property Lease. Any Authorized Officer is hereby authorized and
18 directed for and on behalf of the County to execute, and the Clerk of the Board is hereby
19 authorized and directed to attest, the final form of each such agreement. The Board of
20 Supervisors hereby authorizes the performance by the County of its obligations under the
21 Property Lease and the Site Lease.
22
23
24
25
26
27

28 4. Assignment of Rights. The Board of Supervisors hereby approves the
29 assignment by the Corporation to the Assignee of certain of its rights under the Property Lease
30 and the Site Lease, including the right to receive and enforce the payments to be made by the
31 County under the Property Lease, pursuant to the Assignment Agreement.
32

1 ATTEST:

APPROVED AS TO FORM:

2
3 _____
Clerk of the Board

County Counsel

4 **APPENDIX A**

5 **Government Code Section 5852.1 Disclosure**

6
7 The following information consists of estimates that have been provided in good faith by
8
9 the municipal advisor to the County:

10 (A) True interest cost of the Base Rental Payments: 3.350397%

11 (B) Finance charge related to the Property Lease (sum of all costs of issuance and
12 fees/charges paid to third parties): \$140,000.00

13 (C) Net proceeds to be received (net of finance charges, reserves and capitalized
14 interest, if any): \$6,450,000.00

15 (D) Total payment amount through maturity: \$8,973,958.64

16
17 The foregoing estimates constitute good faith estimates only, and may differ from such
18
19 good faith estimates due to (a) the actual date of the execution and delivery of the Property
20 Lease being different than the date assumed for purposes of such estimates, (b) the actual
21 principal amount of the Base Rental Payments being different from the estimated amount used
22 for purposes of such estimates, (c) the actual schedule of Base Rental Payments being different
23 than the amortization assumed for purposes of such estimates, or (d) alterations in the financing
24 plan, or a combination of such factors.
25
26
27
28
29
30
31
32

23026-05

Jones Hall

5/27/2022

6/03/2022

6/10/2022

Recording Requested By
COUNTY OF MONO

When Recorded Mail To:
Scott R. Ferguson
JONES HALL, A PROFESSIONAL LAW CORPORATION
475 Sansome Street, Suite 1700
San Francisco, California 94111

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

PROPERTY LEASE

By and Between the

**COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION,
as Lessor**

and the

**COUNTY OF MONO,
as Lessee**

Dated as of June 1, 2022

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Exhibit A - Description of Leased Property
Exhibit B - Base Rental Payment Schedule

PROPERTY LEASE

THIS PROPERTY LEASE (this "Property Lease"), is made and entered into as of June 1, 2022, by and between the COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessor, and the COUNTY OF MONO, a political subdivision duly organized and existing under the Constitution and laws of the State of California, as lessee (the "County").

RECITALS

WHEREAS, the Corporation has been formed for the purpose, among others, of assisting the County in financing and refinancing for certain projects of the County by entering into, among other arrangements, lease/leasebacks with the County; and

WHEREAS, the County desires to finance public capital improvements for the County consisting generally of (i) a replacement jail facility and related public improvements and (ii) any other public improvements selected by the County in accordance with Section 4.03 of this Property Lease (collectively, the "Project"); and

WHEREAS, in order to raise funds necessary for the acquisition and construction of the Project, the County has proposed to lease the following real property and the improvements located and to be located thereon to the Corporation, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein (collectively, the "Leased Property"), pursuant to a Site and Facility Lease dated as of June 1, 2022 (the "Site Lease"), which is being recorded concurrently herewith, between the County, as lessor, and the Corporation, as lessee:

(i) a portion of the real property and improvements located at 74 North School Street in the City of Bridgeport, County of Mono, consisting generally of Courthouse Annex #1,

(ii) a portion of the real property and improvements located at 25 Bryant Street in the City of Bridgeport, County of Mono, consisting generally of Courthouse Annex #2, and

(iii) the real property and improvements located at 58 Pearson Road in the unincorporated community of Crowley Lake, County of Mono, consisting generally of the Crowley Community Center and adjacent skate park; and

WHEREAS, under the Site Lease, the Corporation will make an upfront rental payment to the County (the "Site Lease Payment") sufficient to provide funds for the financing of the Project; and

WHEREAS, the Corporation will, through an assignment to First Foundation Public Finance (the "Assignee") pursuant to an Assignment Agreement dated as of June 1, 2022, and recorded concurrently herewith (the "Assignment Agreement"), between the Corporation and the Assignee, obtain the necessary funds to make the Site Lease Payment under the Site Lease; and

WHEREAS, pursuant to this Property Lease, the Corporation will lease the Leased Property back to the County; and

WHEREAS, under the Assignment Agreement, the Corporation will assign amounts received from the County as Base Rental payments (as hereinafter defined) to the Assignee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Property Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Property Lease; and

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter contained, and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. Unless the context otherwise requires, the terms defined in this Section 1.01 shall have the meanings herein specified for all purposes of this Property Lease, and shall be equally applicable to both the singular and plural forms of any of the terms herein defined.

“Addition” shall have the meaning assigned to such term in Section 12.04.

“Additional Rental” means all amounts payable to the Corporation from the County as Additional Rental pursuant to Section 3.02 hereof.

“Applicable Environmental Laws” means and shall include, but shall not be limited to, the Comprehensive Environmental Response, Compensation, and Liability Act, 42 USC Sections 9601 et seq.; the Resource Conservation and Recovery Act, 42 USC Sections 6901 et seq.; the Federal Water Pollution Control Act, 33 USC Sections 1251 et seq.; the Clean Air Act, 42 USC Sections 7401 et seq.; the California Hazardous Waste Control Law, California Health & Safety Code Sections 25100 et seq.; the Hazardous Substance Account Act, California Health & Safety Code Sections 25300 et seq.; the Porter- Cologne Water Quality Control Act, California Water Code Sections 1300 et seq.; the Air Resources Act, California Health & Safety Code Sections 3900 et seq.; the Safe Drinking Water & Toxic Enforcement Act, California Health & Safety Code Sections 25249.5 et seq.; and the regulations under each thereof; and any other local, state, and/or federal laws or regulations, whether currently in existence or hereafter enacted, that govern (a) the existence, cleanup, and/or remedy of contamination on property; (b) the protection of the environment from spilled, deposited, or otherwise emplaced contamination; (c) the control of hazardous wastes; or (d) the use, generation, transport, treatment, removal, or recovery of hazardous substances, including building materials.

“Assignee” means First Foundation Public Finance, and its successors and assigns, and any other entity to whom the rights of the Corporation hereunder are assigned as permitted under the Assignment Agreement, including subsequent assignees of the Assignee.

“Assignment Agreement” means the Assignment Agreement dated as of June 1, 2022, by and between the Corporation and the Assignee, as it may from time to time be amended or supplemented by any supplemental agreement entered into pursuant to its terms.

“Authorized Officer” means the County Administrative Officer, County Finance Director, or County Counsel.

“Base Rental” means all amounts payable to the Corporation by the County as Base Rental pursuant to Section 3.01 hereof.

“Base Rental Payment Date” means any date on which Base Rental is scheduled to be paid hereunder, April 1 and October 1 of each year, commencing on October 1, 2022 (subject to the provisions of Section 3.06 hereof).

“Base Rental Payment Schedule” means the schedule of Base Rental payments payable to the Corporation from the County pursuant to Section 3.01 hereof, as set forth in Exhibit B hereto.

“Business Day” means any day other than (i) a Saturday or a Sunday or (ii) a day on which commercial banks located in the city in which the principal office of the Assignee is located are authorized or required by law to close.

“Closing Date” means June ____, 2022, the date of execution and delivery of this Property Lease.

“Corporation” means the County of Mono Economic Development Corporation, a nonprofit public benefit corporation duly organized and existing under the Constitution and laws of the State of California.

“County” means the County of Mono, a political subdivision duly organized and existing under the Constitution and laws of the State of California.

“Default Rate” means the interest rate otherwise applicable to the Base Rental payments, plus 3.00%.

“Defeasance Obligations” means:

- (a) Cash;
- (b) Government Obligations;
- (c) securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America.

“Event of Default” means the events set forth in Section 7.01 hereof.

“Generally Accepted Accounting Principles” means the accounting reporting standards promulgated by the Government Accounting Standards Board.

“Government Obligations” means and includes any of the following securities:

- (a) State and Local Government Series notes issued by the United States Treasury;
- (b) United States Treasury bills, notes and bonds as traded on the open market;
- (c) zero coupon United States Treasury bonds; and
- (d) interest strips of the Resolution Funding Corporation for which separation of principal and interest is made by a Federal Reserve Bank in book-entry form.

“Lease Year” means the period from the Closing Date to September 30, 2022, and thereafter the period from each October 1 to and including September 30 of the next succeeding calendar year during the term of this Property Lease.

“Leased Property” means the real property and improvements located thereon described in Exhibit A attached hereto and made a part hereof, as may be amended from time to time in accordance with Article XII hereof, and including any Substitute Leased Property.

“Material Adverse Effect” means an event or occurrence which adversely affects in a material manner (a) the assets, liabilities, condition (financial or otherwise), business or operations of the County, (b) the ability of the County to carry out its business as of the date of this Property Lease or as proposed herein to be conducted or to meet or perform its obligations under this Property Lease on a timely basis, (c) the validity or enforceability of this Property Lease, or (d) the rights or remedies of the Assignee under this Property Lease, the Site Lease or the Assignment Agreement.

“Material Litigation” means actions, suits or proceedings threatened against the County or any property of the County in any court or before any arbitrator of any kind or before or by any governmental or non-governmental body, which, in any case, (i) directly or indirectly relates to the Leased Property or the enforceability of this Property Lease, the Site Lease or the Assignment Agreement; (ii) involve claims equal to or in excess of \$5,000,000 or (iii) may have a Material Adverse Effect.

“Opinion of Bond Counsel” means a written opinion of an attorney-at-law, or a firm of such attorneys, of nationally recognized standing in matters pertaining to the exclusion from gross income for federal income tax purposes of interest on obligations issued by states and their political subdivisions, duly admitted to the practice of law before the highest court of any state of the United States of America.

“Permitted Encumbrances” means, as of any particular time:

(a) liens for general ad valorem taxes and assessments, if any, not then delinquent;

(b) this Property Lease, the Site Lease and the Assignment Agreement;

(c) any right or claim of any mechanic, laborer, materialman, supplier or vendor not filed or perfected in the manner prescribed by law; and

(d) the exceptions disclosed in the title insurance policy issued by Inyo-Mono Title Company with respect to the Leased Property issued as of the Closing Date.

“Project” means, collectively, (i) a replacement jail facility and related public improvements and (ii) any other public improvements selected by the County in accordance with Section 4.03 of this Property Lease.

“Project Fund” means the fund by that name established under Section 4.02 hereof.

“Property Lease” means this lease, as it may be amended in accordance with the terms hereof.

“Risk Manager” means such person or firm of favorable reputation, qualified and experienced in the field of insurance and risk management consultation with respect to structures of the same nature as the Leased Property, as may from time to time be designated by the County, and who may be employed by the County.

“Site Lease” means the Site and Facility Lease dated as of June 1, 2022, between the County, as lessor, and the Corporation, as lessee, as it may be amended in accordance with the terms thereof.

“Site Lease Payment” means the upfront rental payment made by the Corporation to the County under Section 3.03 of the Site Lease.

“Substitute Leased Property” means any and all real property and the improvements thereon in the County and all additions and extensions or improvements thereto that are hereafter described as Substitute Leased Property by an amendment to this Property Lease as provided herein.

“Substitution” means the release of the Leased Property or any portion thereof from the leasehold hereof and the lease of a Substitute Leased Property hereunder as provided in Article XII.

“Tax Code” means the Internal Revenue Code of 1986 and the regulations of the United States Department of Treasury issued thereunder, and in this regard reference to any particular section of the Tax Code will include reference to all successors to such section of the Tax Code, when appropriate.

“Taxable Rate” means 4.65%.

ARTICLE II

LEASE OF LEASED PROPERTY; TERM

Section 2.01. Lease of Leased Property. The Corporation hereby leases to the County, and the County hereby leases from the Corporation, the Leased Property on the terms and conditions hereinafter set forth.

The County hereby agrees and covenants that during the term hereof, except as hereinafter provided, (i) it will use the Leased Property for public purposes so as to afford the public the benefits contemplated hereby, and (ii) it will not abandon or vacate the Leased Property.

Section 2.02. Term. The term hereof shall commence on the date of execution hereof, and shall end on the date on which all of the Base Rental and Additional Rental payments have been paid in full, including by reason of any extension of the term hereof due to abatement under Section 3.06; but in no event may the term of this Property Lease extend beyond the date that is 10 years after October 1, 2041.

ARTICLE III

RENTAL PAYMENTS

Section 3.01. Base Rental. The County shall pay to the Corporation as Base Rental for the use and occupancy of the Leased Property (subject to the provisions of Sections 3.03, 3.06 and 8.01 of this Property Lease) the amounts at the times specified in and in accordance with the Base Rental Payment Schedule set forth in Exhibit B (including any supplements thereto). Base Rental shall be payable on each Base Rental Payment Date during the term of this Property Lease. Any abated Base Rental shall be paid at the earliest opportunity.

Base Rental shall be for the use and occupancy of the Leased Property for the Lease Year in which such October 1 and April 1 occurs, provided that the Base Rental paid on any October 1 or April 1 shall only be for that portion of the applicable period that the County has use and occupancy of all or a portion of the Leased Property.

The County shall provide written notice to the Assignee at least 10 Business Days prior to any Base Rental Payment Date upon which the County expects to be unable to pay all or any portion of the Base Rental payment due on such Base Rental Payment Date, informing the Assignee of such expectation.

The interest components of the Base Rental payments shall be calculated based on an interest rate of 3.35% per annum on the basis of a 360-day year composed of twelve 30-day months. Upon the occurrence and during the continuance of an Event of Default, the interest components of the Base Rental payments shall be calculated at the Default Rate. Furthermore, if it is determined that any of the interest components of the Base Rental payments may not be excluded from gross income for purposes of federal income taxation due to any action or inaction by the County, the interest components of the Base Rental payments shall be calculated at the Taxable Rate for the remainder of the term of this Property Lease.

Section 3.02. Additional Rental. The County shall also pay (but only after payment of Base Rental), as Additional Rental hereunder such amounts as shall be required for the payment of the following:

(a) All taxes, assessments or governmental charges of any type or nature charged to the Corporation or affecting the Leased Property or the respective interests or estates of the Corporation or the County therein (including without limitation taxes, assessments or governmental charges assessed or levied by any governmental agency or district having power to levy taxes, assessments or governmental charges).

(b) All reasonable administrative costs of the Corporation relating to the Leased Property including without limitation salaries, wages, fees of auditors, accountants, attorneys or engineers, and all other necessary and reasonable administrative costs of the Corporation or charges required to be paid by it in order to maintain its existence or to comply with the terms of this Property Lease, the Site Lease or the Assignment Agreement or to defend the Corporation and its members, officers, agents and employees.

(c) Insurance premiums for all insurance required pursuant to Article VI of this Property Lease and not obtained by the County.

(d) Amounts, if any, required to be rebated by the Corporation to the United States of America pursuant to Section 9.07.

Such Additional Rental shall be billed to the County by the person or persons to whom such amounts are payable from time to time. Amounts so billed shall be paid by the County within 60 days after receipt of the bill by the County.

Section 3.03. Fair Rental Value. The payments of the foregoing Base Rental and Additional Rental during the term of this Property Lease shall constitute the total rental for the County's use and occupancy of the Leased Property for the Lease Year in which such payments are scheduled to be made, and the parties hereto have agreed and determined that the Base Rental represents the fair rental value of the Leased Property. In making such determination, consideration has been given to the costs of financing and leasing of the Leased Property by the Corporation, the uses and purposes which may be served by the Leased Property, and the benefits which will accrue to the Corporation, the County and the general public therefrom.

Notwithstanding any other provision of this Property Lease, if Base Rental due hereunder is abated partially for any period of time under Section 3.06, the Base Rental due for that period of time shall not exceed the fair rental value of that portion of the Leased Property available for use and occupancy by the County during that period of time.

Section 3.04. Payment Provisions. Each installment of Base Rental and Additional Rental payable hereunder shall be absolute and unconditional (subject to the terms regarding abatement contained in Section 3.06) and paid in lawful money of the United States of America to or upon the order of the Assignee, as the assignee of Corporation under the Assignment Agreement.

Any installment of Base Rental or Additional Rental accruing hereunder and not paid when due shall, from and after such due date until paid, bear interest at the Default Rate.

Notwithstanding any dispute between the Corporation and the County, the County shall make all Base Rental payments and Additional Rental payments when due without deduction or offset of any kind and shall not withhold any Base Rental payments or Additional Rental payments pending the final resolution of such dispute.

Section 3.05. Source of Payments; Budget and Appropriation.

(a) *Source of Payments.* The Base Rental payments and Additional Rental payments are payable from any source of legally available funds of the County.

(b) *Covenant to Budget and Appropriate.* The County covenants to take such action as may be necessary to include all Base Rental and Additional Rental in each of its annual budgets during the Term of this Property Lease and to make the necessary annual appropriations for all such Base Rental and Additional Rental.

The covenants on the part of the County herein contained shall be deemed to be and shall be construed to be duties imposed by law and it shall be the duty of each and every public official of the County to take such action and do such things as are required by law in the performance of the official duty of such officials to enable the County to carry out and perform

the covenants and agreements in this Property Lease agreed to be carried out and performed by the County.

Section 3.06. Rental Abatement.

(a) During any period in which by reason of material damage to or destruction of the Leased Property, or condemnation of or defects in the title of the Leased Property, there is substantial interference with the use and occupancy by the County of any portion of the Leased Property, or the County is otherwise not able to use or enjoy the benefit of the Leased Property, Base rental due hereunder shall be abated proportionately, and the County waives the benefits of Civil Code Sections 1932(1), 1932(2) and 1933(4) and any and all other rights to terminate the Property Lease by virtue of any such interference or lack of use and the Property Lease shall continue in full force and effect.

The amount of such abatement shall be in that proportion which the value of that portion of the Leased Property rendered unusable bears to the value of the whole of the Leased Property, subject to the requirements regarding fair rental value set forth in Section 3.03. The County shall calculate such abatement and shall provide the Corporation and the Assignee with a certificate setting forth such calculation and the basis therefor.

Such abatement shall continue for the period commencing with the date of such damage, destruction, condemnation or defect, and ending with the substantial completion of the work of repair or replacement of the Leased Property so rendered unusable; and the term of this Property Lease shall be extended by the period during which the rental is abated hereunder and such abated rental shall be payable during such extension period.

(b) Notwithstanding the foregoing, there shall be no abatement of Base Rental hereunder to the extent that amounts legally available to the County for payments of Base Rental and Additional Rental due under this Property Lease, including without limitation net proceeds of rental interruption insurance maintained under Section 6.03 hereof, net proceeds of other insurance maintained under Article VI, and condemnation awards, are available to pay Base Rental that would otherwise be abated hereunder, it being declared that such proceeds and amounts constitute a special fund for the payment of Base Rental.

(c) If all or any part of the Leased Property is destroyed or damaged (in whole or in part) by fire or other casualty, subject to Section 6.07(b) hereof, the County will, as expeditiously as possible, continuously and diligently cause the repair or rehabilitation of the Leased Property.

Section 3.07. Application of Rental Payments. All rental payments made by the County shall be applied first to the Base Rental payments due hereunder, and then to the Additional Rental payments due hereunder, but no such application of any payments which are less than the total rental due and owing shall be deemed a waiver of any default hereunder.

Section 3.08. Prepayment of Base Rental Payments.

(a) *Mandatory Prepayment from Net Proceeds.* To the extent required by Article IV, the County shall prepay, from net insurance proceeds or eminent domain proceeds, all or any portion of the Base Rental payments then unpaid, in whole or in part on any date, at a prepayment price equal to the sum of the principal components of the Base Rental payments to be prepaid, plus accrued interest thereon to the date of prepayment, without premium.

(b) *Optional Prepayment.* The County may prepay, from any source of available funds, all or any portion of the principal components of the Base Rental payments in whole or in part as follows:

(i) on any Base Rental Payment Date through and including April 1, 2024, at a prepayment price equal to the sum of the principal components of the Base Rental payments being prepaid, plus accrued interest thereon to the date of prepayment, plus a redemption premium equal to 3% of the principal components of the Base Rental payments being prepaid,

(ii) on any Base Rental Payment Date from and including October 1, 2024 and through and including April 1, 2026, at a prepayment price equal to the sum of the principal components of the Base Rental payments being prepaid, plus accrued interest thereon to the date of prepayment, plus a redemption premium equal to 2% of the principal components of the Base Rental payments being prepaid,

(iii) on any Base Rental Payment Date from and including October 1, 2026 and through and including April 1, 2028, at a prepayment price equal to the sum of the principal components of the Base Rental payments being prepaid, plus accrued interest thereon to the date of prepayment, plus a redemption premium equal to 1% of the principal components of the Base Rental payments being prepaid, and

(iv) on any date on or after April 2, 2028, at a prepayment price equal to the sum of the principal components of the Base Rental payments being prepaid, plus accrued interest thereon to the date of prepayment, without premium.

(c) *Notice.* The County shall, not less than 15 days before the date of prepayment, give written notice to the Corporation and the Assignee specifying the amount of the prepayment and the date on which the prepayment will be made.

Section 3.09. Governmental Relief. The Corporation and the County hereby covenant that they will each use their best efforts to appropriate funds and apply for any grants, loans or other relief available from the State of California or federal government in order to obtain amounts necessary to rebuild any portion of the Leased Property destroyed or damaged in connection with an uninsured or underinsured calamity causing destruction or damage.

Section 3.10. No Obligation to Prepay Rent for Future Years. Notwithstanding any other provision of this Property Lease, the County shall in no event be obligated to prepay Base Rental or Additional Rental due hereunder in any Lease Year for any subsequent Lease Year.

ARTICLE IV

TITLE TO THE LEASED PROPERTY; PROJECT FUND; ACQUISITION AND CONSTRUCTION OF THE PROJECT

Section 4.01. Title to the Leased Property. During the term of the Property Lease, the Corporation shall hold a leasehold interest in the Leased Property pursuant to the Site Lease. Title to all moveable property that is placed in or about the Leased Property by the County during the term of the Property Lease shall remain in the County during the term of the Property Lease.

The Corporation's interest in and title to the Leased Property shall be transferred, conveyed and assigned to and become vested in the County, and this Property Lease shall terminate with respect thereto, at the end of the term hereof and upon payment in full of all Base Rental payments and Additional Rental payments due hereunder pertaining to the Leased Property, and the Corporation will execute and deliver such conveyances, registration documents and other instruments as may be necessary to effect such vesting of record.

Section 4.02. Project Fund. The County shall establish and maintain an account that is designated as the "Project Fund," into which the County shall deposit the net proceeds of Site Lease Payment received under Section 3.03 of the Site Lease. Except as otherwise provided herein, moneys in the Project Fund shall be used solely for the payment of (or reimbursement to the County for) the costs of the Project. The County shall maintain accurate records showing the expenditures of moneys disbursed from the Project Fund.

All amounts in the Project Fund in excess of the amounts retained therein for payment of future costs of the Project (as identified in such written certificate of the County, if any) in accordance with Section 4.04 below will be applied, at the option of the County, to the payment of Base Rental under Section 3.01 or the prepayment of Base Rental under Section 3.08.

Section 4.03. Construction of Project. The County will enter into, administer and enforce all purchase orders or other contracts relating to the acquisition, construction and installation of the Project. All contracts for, and all work relating to, the acquisition and construction of the Project shall be subject to all applicable provisions of law relating to the acquisition, construction, improvement, and installation of like facilities and property by the County.

Any Authorized Officer may designate additional public improvements as components of the Project with the prior written consent of the Assignee, which shall not be unreasonably withheld.

Section 4.04. Completion of Project. The County expects that the Project will be substantially completed by April 2023. The failure to complete the Project by such date will not constitute an Event of Default hereunder or a grounds for termination of this Property Lease.

Upon the completion of the acquisition and construction of the Project, but in any event not later than 30 days following such completion, the County shall execute and deliver to the Corporation and the Assignee a written certificate that:

(a) states that the acquisition, construction and installation of the Project has been substantially completed, and

(b) identifies the amounts, if any, to remain on deposit in the Project Fund for payment of costs of the Project thereafter.

ARTICLE V

MAINTENANCE OF THE LEASED PROPERTY; ALTERATIONS AND ADDITIONS

Section 5.01. Maintenance and Utilities. Throughout the term of this Property Lease, as part of the consideration for rental of the Leased Property, all improvement, repair and maintenance of the Leased Property shall be the responsibility of the County, and the County shall pay for or otherwise arrange for the payment of all utility services supplied to the Leased Property, which may include, without limitation, janitor service, security, power, gas, telephone, light, heating, ventilation, air conditioning, water, sewer and all other utility services, and shall pay for or otherwise arrange for payment of the cost of the repair and replacement of the Leased Property resulting from ordinary wear and tear or want of care on the part of the County or any assignee or sublessee thereof.

In exchange for the Base Rental payments and Additional Rental payments herein provided, the Corporation agrees to provide only the use, possession and quiet enjoyment of the Leased Property.

Section 5.02. Changes to the Leased Property. Subject to the approval of the Corporation and the Assignee, the County shall have the right during the term of this Property Lease to make additions, alterations or improvements or to attach fixtures, structures or signs to the Leased Property if said additions, alterations, improvements, fixtures, structures and signs are necessary or beneficial for the use of the Leased Property by the County.

The County may remove any fixture, structure or sign added by the County, but such removal shall be accomplished so as to leave the Leased Property in substantially the same condition as it was in before the fixture, structure or sign was attached.

ARTICLE VI
INSURANCE

Section 6.01. General Liability and Automobile Liability Insurance. The County shall maintain or cause to be maintained, throughout the term of this Property Lease, general liability insurance insuring the County and the Corporation, and their respective officers, agents and employees, against liability for damages for bodily and personal injury, death or property damage occasioned by reason of the operation of the Leased Property. Said policy or policies shall provide coverage in the minimum amount of \$5,000,000 combined single limit for bodily and personal injury, death and property damage per occurrence.

Section 6.02. Property Insurance.

(a) Throughout the term of this Property Lease, and subject to the provisions of paragraph (c) below, the County shall maintain or cause to be maintained fire and lightning (i.e., property) insurance (with an extended coverage endorsement and with a vandalism and malicious mischief endorsement) on all structures constituting any part of the Leased Property in an amount equal to 100% of the replacement cost of such structures (less a deductible amount of not more than \$100,000).

This extended coverage endorsement shall, as nearly as possible, cover loss or damage by such events as explosion, windstorm, hail, riot, civil commotion, aircraft, vehicle damage, smoke and such other hazards as are normally covered by such endorsement, if such coverage is commercially available in reasonable amounts at reasonable cost on the open market from reputable insurance companies (as determined in the sole discretion of the County).

(b) Throughout the term of this Property Lease, the County will maintain, or cause to be maintained, earthquake insurance with respect to the Leased Property if it is obtainable in reasonable amounts at reasonable cost on the open market from reputable insurance companies (as determined in the sole discretion of the County).

Section 6.03. Rental Income Interruption Insurance. The County shall maintain or cause to be maintained, throughout the term of this Property Lease, rental income interruption insurance in an amount not less than the maximum Base Rental payable by the County pursuant to this Property Lease during any 24-month period, plus the Additional Rental expected to be payable pursuant to this Property Lease for such period, to insure against loss of rental income from the Leased Property caused by perils covered by the insurance required by Section 6.02 of this Property Lease.

Section 6.04. Recordation; Title Insurance. On or before the Closing Date, the County shall, at its expense, (a) cause this Property Lease, the Site Lease and the Assignment Agreement to be recorded in the office of the County Recorder with respect to the Leased Property, and (b) obtain a CLTA title insurance policy from Inyo-Mono Title Company insuring the County's interests in the leasehold estate established hereunder in the Leased Property, subject only to Permitted Encumbrances, in an amount equal to the original principal components of the Base Rental.

Section 6.05. Additional Provisions Relating to Insurance. All policies of insurance required by Section 6.01, 6.02 and 6.03 shall be in form certified by the County's Risk Manager to be in compliance with the requirements of this Property Lease.

All policies of insurance required by Sections 6.01, 6.02 and 6.03 hereof shall provide that the Assignee shall be named as an additional insured and all proceeds thereunder shall be payable to the Assignee pursuant to a lender's loss payable endorsement

The County shall pay when due the premiums for all insurance policies required by this Property Lease, and promptly shall furnish evidence of such payments to the Corporation and the Assignee.

All insurance required under this Property Lease shall be primary to any other insurance available to the Corporation and the Assignee, and shall apply separately to each insured against whom claim is made or suit is brought and shall provide that the Assignee shall be given 30 days' prior written notice of each expiration, any intended cancellation thereof or reduction of the coverage provided thereby, provided that such separate coverage shall not increase the limit of liability under any such insurance.

All insurance required to be maintained pursuant to this Property Lease may be maintained either separately or as a part of or in conjunction with any other insurance coverage carried by the County.

The County shall cause to be delivered to the Assignee annually, promptly following the end of each fiscal year of the County, evidence that the insurance policies required by this Property Lease have been renewed and are in full force and effect for the then-current fiscal year of the County.

Section 6.06. Alternative Risk Management Programs; Additional Insurance. Notwithstanding anything in this Article VI to the contrary, the County shall have the right to adopt alternative risk management programs to insure, in whole or in part, against any of the risks required to be insured against under the terms of this Article VI, including a program of self-insurance (except self-insurance against loss of rental income as required by Section 6.03 hereof and title insurance required by Section 6.04).

Any such alternative risk management program must be approved as reasonable and appropriate by a Risk Manager. The approval of the Risk Manager shall be in the form of a report on the nature of the program and the adequacy of its funding which shall be prepared and filed annually with the Assignee not later than March 1 of each year during any period when such program is in effect, commencing on or prior to the date such program is implemented.

In addition, the County Administrative Officer may, if it is in the best interests of the County, approve such other types of insurance, including any increases in the insurance coverage required by this Article, upon the recommendation of a Risk Manager.

Section 6.07. Application of Net Proceeds of Insurance.

(a) *Liability Insurance.* The net proceeds of all liability insurance maintained under Section 6.01 above shall be applied toward extinguishment or satisfaction of the liability with respect to which such insurance proceeds have been paid.

(b) *Property Insurance.* If all or any part of the Leased Property is destroyed or damaged (in whole or in part) by fire or other casualty, the net proceeds of insurance required by Section 6.02 hereof resulting from claims for such losses will be applied and disbursed by the County as follows:

(i) If the County certifies to the Assignee that such damage or destruction has not materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations hereunder, and that such proceeds are not needed for repair or rehabilitation of the Leased Property, the County will apply such proceeds toward the payment of Base Rental payments.

(ii) If the County certifies to the Assignee that such damage or destruction has not materially affected the operation of the Leased Property or, even if it has, that such damage or destruction has not materially affected the ability of the County to meet any of its obligations hereunder, and that such proceeds are needed for repair or rehabilitation of the Leased Property, the County shall apply said proceeds for such repair or rehabilitation.

(iii) If less than all of the Leased Property has been damaged or destroyed, and if the County certifies to the Assignee that such damage or destruction has materially affected the ability of the County to meet any of its obligations hereunder, the County will either apply the net proceeds of insurance.

(A) to the prepayment of the then-unpaid Base Rental payments under Section 3.08, but only if the County certifies to the Assignee that the Base Rental payments thereafter to be made by the County will not exceed the fair rental value of the Leased Property, and otherwise

(B) together with other legally available funds, to the repair or rehabilitation of the Leased Property in amounts sufficient to repair or rehabilitate the Leased Property to a condition such that the Base Rental payments thereafter to be made by the County will not exceed the fair rental value of the Leased Property.

(iv) If all of the Leased Property has been damaged or destroyed and if that portion of the net proceeds of insurance are sufficient to provide for the payment of the entire amount of then-unpaid principal components of the Base Rental payments, together with the interest thereon, so as to enable the County to prepay all Base Rental payments, then the County will apply such proceeds to such prepayment. Notwithstanding the foregoing, if such net proceeds of insurance are insufficient to prepay all of the then-unpaid Base Rental payments, then the County will

(A) use such net proceeds to repair and rehabilitate the Leased Property, or

(B) use its best efforts to substitute alternate real property and improvements for the Leased Property, upon compliance with the requirements of Section 12.01 of this Property Lease, from among the County's properties, if available, and reasonably satisfactory to the Bank on the basis of essentiality, fair rental value and insurance coverage and

the existence of any mortgage, pledge, lien, charge, encumbrance or claim thereon or with respect thereto.

(c) *Title Insurance.* The net proceeds of all title insurance maintained under Section 6.04 above shall be applied as follows:

(i) If the County certifies to the Assignee that such title defect has not materially affected the operation of the Leased Property, or that such title defect has not materially affected the ability of the County to meet any of its obligations hereunder, the County shall will apply such net proceeds toward the payment of Base Rental payments.

(ii) If less than all of the Leased Property has been affected by such title defect, and if the County certifies to the Assignee that such title defect has materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations hereunder, the County shall at its option apply such proceeds to

(A) the prepayment of the then-unpaid Base Rental payments under Section 3.08, but only if the County certifies to the Assignee that the Base Rental payments thereafter to be made by the County will not exceed the fair rental value of the Leased Property, or

(B) or to the acquisition of real property or an interest therein sufficient to cure such title defect.

(iii) If all of the Leased Property has been affected by such title defect and if such net proceeds of insurance are sufficient to provide for the payment of the entire amount of then-unpaid principal components of the Base Rental payments, together with the interest thereon, so as to enable the County to prepay all Base Rental payments, then the County will apply such proceeds to such prepayment. Notwithstanding the foregoing, if such net proceeds of insurance are insufficient to prepay all of the then-unpaid Base Rental payments, then the County will use its best efforts to substitute alternate real property and improvements for the Leased Property, upon compliance with the requirements of Section 12.01 of this Property Lease, from among the County's properties, if available, and reasonably satisfactory to the Bank on the basis of essentiality, fair rental value and insurance coverage and the existence of any mortgage, pledge, lien, charge, encumbrance or claim thereon or with respect thereto

ARTICLE VII

DEFAULTS AND REMEDIES

Section 7.01. Defaults and Remedies.

Each of the following events constitutes an Event of Default hereunder:

- (a) Failure by the County to pay any Base Rental, Additional Rental or other payment required to be paid hereunder.
- (b) Any representation or warranty of the County herein shall prove to have been false or misleading in any material respect.
- (c) Failure by the County to observe and perform any covenant, condition or agreement on its part to be observed or performed herein, other than as referred to in the preceding subsection (a), for a period of 30 days after written notice specifying such failure and requesting that it be remedied has been given to the County by the Corporation or the Assignee; *provided, however,* that if the County notifies the Corporation and the Assignee that in its reasonable opinion the failure stated in the notice can be corrected, but not within such 30-day period, the failure will not constitute an Event of Default if the County commences to cure the failure within such 30-day period and thereafter diligently and in good faith cures such failure within 90 days.
- (d) The filing by the County of a voluntary petition in bankruptcy, or failure by the County promptly to lift any execution, garnishment or attachment, or adjudication of the County as a bankrupt, or assignment by the County for the benefit of creditors, or the entry by the County into an agreement of composition with creditors, or the approval by a court of competent jurisdiction of a petition applicable to the County in any proceedings instituted under the provisions of the Federal Bankruptcy Code, as amended, or under any similar acts which may hereafter be enacted.

Section 7.02. Remedies on Default.

Whenever any Event of Default has happened and is continuing, the Corporation may exercise any and all remedies available under law or granted under this Property Lease. Notwithstanding anything herein to the contrary, there is no right under any circumstances to accelerate the Base Rental or otherwise declare any Base Rental not then in default to be immediately due and payable. Each and every covenant hereof to be kept and performed by the County is expressly made a condition and upon the breach thereof the Corporation may exercise any and all rights granted hereunder; provided, that no termination of this Property Lease shall be effected either by operation of law or acts of the parties hereto, except only in the manner herein expressly provided. Upon the occurrence and during the continuance of any Event of Default, the Corporation may exercise each and every one of the following remedies, subject in all respects to the limitations set forth in Section 7.3.

- (a) Enforcement of Payments Without Termination. If the Corporation does not elect to terminate this Property Lease in the manner hereinafter provided

for in subsection (b) of this Section, the County agrees to remain liable for the payment of all Base Rental and the performance of all conditions herein contained and shall reimburse the Corporation for any deficiency arising out of the re-leasing of the Leased Property, or, if the Corporation is unable to re-lease the Leased Property, then for the full amount of all Base Rental to the end of the Term of this Property Lease, but said Base Rental and/or deficiency shall be payable only at the same time and in the same manner as hereinabove provided for the payment of Base Rental hereunder, notwithstanding such entry or re-entry by the Corporation or any suit in unlawful detainer, or otherwise, brought by the Corporation for the purpose of effecting such re-entry or obtaining possession of the Leased Property or the exercise of any other remedy by the Corporation.

The County hereby irrevocably appoints the Corporation as the agent and attorney-in-fact of the County to enter upon and re-lease the Leased Property upon the occurrence and continuation of an Event of Default and to remove all personal property whatsoever situated upon the Leased Property, to place such property in storage or other suitable place in the County of Mono for the account of and at the expense of the County, and the County hereby agrees to save harmless the Corporation from any costs, loss or damage whatsoever arising or occasioned by any such entry upon and re-leasing of the Leased Property and the removal and storage of such property by the Corporation or its duly authorized agents in accordance with the provisions herein contained. The County agrees that the terms of this Property Lease constitute full and sufficient notice of the right of the Corporation to re-lease the Leased Property in the event of such re-entry without effecting a surrender of this Property Lease, and further agrees that no acts of the Corporation in effecting such re-leasing constitute a surrender or termination of this Property Lease irrespective of the term for which such re-leasing is made or the terms and conditions of such re-leasing, or otherwise, but that, on the contrary, in the event of such default by the County the right to terminate this Property Lease shall vest in the Corporation to be effected in the sole and exclusive manner hereinafter provided for in subsection (b) of this Section. The County agrees to surrender and quit possession of the Leased Property upon demand of the Corporation for the purpose of enabling the Leased Property to be re-let under this paragraph.

- (b) Termination of Lease. If an Event of Default occurs and is continuing hereunder, the Corporation at its option may terminate this Property Lease and re-lease all or any portion of the Leased Property. If the Corporation terminates this Property Lease at its option and in the manner hereinafter provided on account of default by the County (and notwithstanding any re-entry upon the Leased Property by the Corporation in any manner whatsoever or the re-leasing of the Leased Property), the County nevertheless agrees to pay to the Corporation all costs, loss or damages howsoever arising or occurring payable at the same time and in the same manner as is herein provided in the case of payment of Base Rental and Additional Rental. Neither notice to pay rent or to deliver up possession of the premises given under law nor any proceeding in unlawful detainer taken by the Corporation shall of itself operate to terminate this Property Lease,

and no termination of this Property Lease on account of default by the County shall be or become effective by operation of law, or otherwise, unless and until the Corporation has given written notice to the County of the election on the part of the Corporation to terminate this Property Lease. The County agrees that no surrender of the Leased Property, or of the remainder of the Term hereof or any termination of this Property Lease shall be valid in any manner or for any purpose whatsoever unless stated or accepted by the Corporation by such written notice.

- (c) Proceedings at Law or In Equity. If an Event of Default occurs and continues hereunder, the Corporation may take whatever action at law or in equity may appear necessary or desirable to collect the amounts then due and thereafter to become due hereunder or to enforce any other of its rights hereunder.

Section 7.03. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Corporation is intended to be exclusive and every such remedy is cumulative and in addition to every other remedy given under this Property Lease or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon the occurrence of any Event of Default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient. In order to entitle the Corporation to exercise any remedy reserved to it in this Article VII it is not necessary to give any notice, other than such notice as may be required in this Article VII or by law.

Section 7.04. Agreement to Pay Attorneys' Fees and Expenses. If either party to this Property Lease defaults under any of the provisions hereof and the non-defaulting party employs attorneys or incurs other expenses for the collection of moneys or the enforcement or performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will on demand therefor pay to the non-defaulting party the reasonable fees of such attorneys and such other expenses so incurred by the non-defaulting party.

Section 7.05. No Additional Waiver Implied by One Waiver. If any agreement contained in this Property Lease is breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not constitute a waiver of any other breach hereunder.

Section 7.06. Application of Proceeds. All net proceeds received from the re-lease of the Leased Property under this Article VII, and all other amounts derived by the Corporation or the Assignee as a result of the occurrence of an Event of Default, shall be paid to the Assignee.

ARTICLE VIII
EMINENT DOMAIN

Section 8.01. Eminent Domain.

(a) If the entirety of the Leased Property (or portions thereof such that the remainder is not usable for public purposes by the County) is taken under the power of eminent domain, the term hereof shall cease as of the day that possession shall be so taken.

(b) If less than the entirety of the Leased Property is taken under the power of eminent domain and the remainder is usable for public purposes by the County at the time of such taking, then the Property Lease shall continue in full force and effect as to such remainder, and the parties waive the benefits of any law to the contrary, and in such event there shall be a partial abatement of the rental due hereunder in an amount to be agreed upon by the County and the Corporation, but, subject to Section 3.03 hereof, in no event shall the Base Rental payments thereafter to be made by the County exceed the fair rental value of the Leased Property.

(c) The net proceeds of any such taking under the power of eminent shall be applied and disbursed as follows:

(i) If the County certifies to the Assignee that such eminent domain proceedings have not materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations hereunder, and if such report states that such proceeds are not needed for rehabilitation of the Leased Property, the County shall apply such proceeds toward the payment of Base Rental payments.

(ii) If the County certifies to the Assignee that such eminent domain proceedings have not materially affected the operation of the Leased Property or, even if they have, that such proceedings have not materially affected the ability of the County to meet any of its obligations hereunder, and that such proceeds are needed for rehabilitation of the Leased Property, the County shall apply said proceeds for such rehabilitation.

(iii) If less than all of the Leased Property has been taken in such eminent domain proceedings, and if the County certifies to the Assignee that such eminent domain proceedings have materially affected the operation of the Leased Property or the ability of the County to meet any of its obligations hereunder, the County shall either apply such proceeds

(A) to the prepayment of the then-unpaid Base Rental payments under Section 3.08, but only if the County certifies to the Assignee that the Base Rental payments thereafter to be made by the County will not exceed the fair rental value of the Leased Property, and otherwise

(B) together with other legally available funds, to the rehabilitation of the Leased Property in amounts sufficient to rehabilitate the Leased Property to a condition such that the Base Rental payments thereafter to

be made by the County will not exceed the fair rental value of the Leased Property.

(iv) If all of the Leased Property has been taken in such eminent domain proceedings, the County shall apply such proceeds to the prepayment of the then-unpaid Base Rental payments, under Section 3.08. Notwithstanding the foregoing, if such proceeds are insufficient to prepay all of the then-unpaid Base Rental payments, then the County will use its best efforts to substitute alternate real property and improvements for the Leased Property, upon compliance with the requirements of Section 12.01 of this Property Lease, from among the County's properties, if available, and reasonably satisfactory to the Bank on the basis of essentiality, fair rental value and insurance coverage and the existence of any mortgage, pledge, lien, charge, encumbrance or claim thereon or with respect thereto

ARTICLE IX
COVENANTS

Section 9.01. Right of Entry. The Corporation and its assignees shall have the right to enter the Leased Property during reasonable business hours (and in emergencies at all times) (a) to inspect the Leased Property, (b) for any purpose connected with the Corporation's rights or obligations under this Property Lease, and (c) for all other lawful purposes.

Section 9.02. Liens. If the County at any time during the term of this Property Lease causes any changes, alterations, additions, improvements, or other work to be done or performed or materials to be supplied, in or upon the Leased Property, the County shall pay, when due, all sums of money that may become due for, or purporting to be for, any labor, services, materials, supplies or equipment furnished or alleged to have been furnished to or for the County in, upon or about the Leased Property and which may be secured by a mechanics', materialmen's or other lien against the Leased Property or the Corporation's interest therein, and will promptly, at its own expense, cause each such lien to be fully discharged and released. except that, if the County desires to contest any such lien, it may do so.

If any such lien is reduced to final judgment and such judgment or such process as may be issued for the enforcement thereof is not promptly stayed, or if so stayed and said stay thereafter expires, the County shall promptly pay and discharge said judgment.

Section 9.03. Quiet Enjoyment. The parties hereto mutually covenant that the County, by keeping and performing the covenants and agreements herein contained, shall at all times during the term of this Property Lease peaceably and quietly have, hold and enjoy the Leased Property without suit, trouble or hindrance from the Corporation.

Section 9.04. Corporation Not Liable. The Authority and its members, officers, agents and employees, shall not be liable to the County or to any other party whomsoever for any death, injury or damage that may result to any person or property by or from any cause whatsoever in, on or about the Leased Property.

The County shall indemnify and hold the Corporation and its members, officers, agents and employees, and defend each of them against, any and all claims, liens and judgments arising from the construction or operation of the Leased Property, including, without limitation, death of or injury to any person or damage to property whatsoever occurring in, on or about the Leased Property, but excepting claims, liens and judgments arising from the active negligence of the person or entity seeking indemnity.

The provisions of this section shall survive the termination of this Property Lease.

Section 9.05. Prohibition Against Encumbrance or Sale. (a) The Corporation and the County will not create or suffer to be created any mortgage, pledge, lien, charge or encumbrance upon the Leased Property, or upon any real or personal property essential to the operation of the Leased Property, except Permitted Encumbrances. (b) The Corporation and the County will not sell or otherwise dispose of the Leased Property or any property essential to the proper operation of the Leased Property.

Section 9.06. Assignment. Neither this Property Lease nor any interest of the County hereunder shall be mortgaged, pledged, assigned, sublet or transferred by the County by voluntary act or by operation by law or otherwise, except with the prior written consent of the Corporation, which shall not be unreasonably withheld.

Section 9.07. Tax Covenants.

(a) *Generally.* The County will not take any action or permit to be taken any action within its control which would cause or which, with the passage of time if not cured would cause, the interest components of the Base Rental payments to become includable in gross income for federal income tax purposes.

(b) *Private Activity Bond Limitation.* The County will ensure that the proceeds of the Site Lease payment are not so used as to cause the County's obligations hereunder to satisfy the private business tests of Section 141(b) of the Tax Code or the private loan financing test of Section 141(c) of the Tax Code.

(c) *Federal Guarantee Prohibition.* The County will not take any action or permit or suffer any action to be taken if the result of the same would be to cause the Base Rental payments to be "federally guaranteed" within the meaning of Section 149(b) of the Tax Code.

(d) *No Arbitrage.* The County will not take, or permit or suffer to be taken, any action with respect to the proceeds of the Site Lease payment which, if such action had been reasonably expected to have been taken, or had been deliberately and intentionally taken, on the Closing Date would have caused the Base Rental payments to be "arbitrage bonds" within the meaning of Section 148(a) of the Tax Code.

(e) *Arbitrage Rebate.* The County will take any and all actions necessary to assure compliance with Section 148(f) of the Tax Code, relating to the rebate of excess investment earnings, if any, to the federal government, to the extent that such section is applicable to the Base Rental payments.

Section 9.08. Nondiscrimination. The County and the Corporation herein covenant by and for themselves and assigns, and all persons claiming under or through them, and this Property Lease is made and accepted upon and subject to the following conditions:

That there shall be no discrimination against or segregation of any person or group of persons, on account of age, race, color, creed, religion, sex, marital status, sexual orientation, national origin, or ancestry, in the leasing, subleasing, transferring, use, occupancy, tenure, or enjoyment of the premises herein leased nor shall the lessee itself, or any person claiming under or through it, establish or permit any such practice or practices of discrimination or segregation with reference to the selection, location, number, use, or occupancy, of tenants, lessees, subleases, subtenants, or vendees in the premises herein leased.

Section 9.09. Further Assurances. The Corporation and the County will make, execute and deliver any and all such further resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention of or to facilitate the performance of this Property Lease, the Site Lease and the Assignment Agreement, and for the better assuring and confirming unto the Assignee the rights and benefits provided herein.

Section 9.10. Books and Records. The County shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the County in accordance with Generally Accepted Accounting Principles consistently applied, and will furnish to the Assignee each of the following:

(a) As soon as available, and in any event within 270 days after the close of each Fiscal Year of the County, the financial statements of the County which shall be audited and reported on without qualification by independent certified public accountants reasonably acceptable to the Assignee and shall be certified to the County by such accountants as (i) having been prepared in accordance with Generally Accepted Accounting Principles consistently applied and (ii) fairly presenting the financial condition of the County as at the end of such Fiscal Year and reflecting its operations during such Fiscal Year and (iii) showing all material liabilities, direct or contingent, and disclosing the existence of any off-balance sheet transactions, and shall include, without limitation, balance sheets, statements of revenues, expenditures, and changes in fund balances, together with notes and supporting schedules, and including a copy of any management letter or audit report provided to the County by such auditors.

(b) As soon as available and in any event within 30 days after adoption, the annual operating budget of the County for such Fiscal Year.

(c) Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the County and the Leased Property as the Assignee may from time to time reasonably request.

Section 9.11. Notice to Assignee. The County shall provide to the Assignee:

(a) immediate notice by telephone, promptly confirmed in writing, of any event, action or failure to take any action which constitutes an Event of Default;

(b) prompt written notice of any Material Litigation that has been presented to the County Board of Supervisors; and

(c) prompt written notice of any event which has or is reasonably anticipated to have a Material Adverse Effect.

ARTICLE X

DISCLAIMER OF WARRANTIES; USE OF THE LEASED PROPERTY

Section 10.01. Disclaimer of Warranties. THE CORPORATION MAKES NO AGREEMENT, WARRANTY OR REPRESENTATION, EITHER EXPRESS OR IMPLIED, AS TO THE VALUE, DESIGN, CONDITION, MERCHANTABILITY OR FITNESS FOR PARTICULAR PURPOSE OR FITNESS FOR USE OF THE LEASED PROPERTY, OR WARRANTY WITH RESPECT THERETO. THE COUNTY ACKNOWLEDGES THAT THE CORPORATION IS NOT A MANUFACTURER OF ANY PORTION OF THE LEASED PROPERTY OR A DEALER THEREIN AND THAT THE COUNTY LEASES THE LEASED PROPERTY AS-IS, IT BEING AGREED THAT ALL OF THE AFOREMENTIONED RISKS ARE TO BE BORNE BY THE COUNTY.

In no event shall the Corporation be liable for any incidental, indirect, special or consequential damage in connection with or arising out of the Property Lease or the existence, furnishing, functioning or the County's use of the Leased Property as provided hereby.

Section 10.02. Use of the Leased Property. The County will not use, operate or maintain the Leased Property improperly, carelessly, in violation of any applicable law or in a manner contrary to that contemplated hereby. The County shall obtain all permits and licenses, if any, necessary for the use of the Leased Property.

In addition, the County agrees to comply in all respects with all laws of the jurisdictions in which its operations involving any portion of the Leased Property may extend and any legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Leased Property, including without limitation all local, State and federal environmental and hazardous waste laws, rules and regulations; provided, that the County may contest in good faith the validity or application of any such law or rule in any reasonable manner which does not, in the opinion of the Corporation, adversely affect the estate of the Corporation in and to the Leased Property or its interest or rights hereunder.

ARTICLE XI
ASSIGNMENT

Section 11.01. Assignment by Corporation. The parties understand that the Property Lease and the rights of the Corporation hereunder will be assigned to the Assignee pursuant to the Assignment Agreement, and, accordingly, the County agrees to make all Base Rental payments due hereunder directly to the Assignee, notwithstanding any claim, defense, setoff or counterclaim whatsoever (whether arising from a breach hereof or otherwise) that the County may from time to time have against the Corporation.

The County agrees to execute all documents, including notices of assignment and chattel mortgages or financing statements which may be reasonably requested by the Corporation or the Assignee to protect their interests in the Leased Property during the term hereof.

Section 11.02. Indemnification. The County shall, to the full extent then permitted by law, indemnify, protect, hold harmless, save and keep harmless the Corporation and the Assignee and each of its respective members, officers and employees, from and against any and all liability, obligations, losses, claims and damages whatsoever, regardless of the cause thereof (other than the gross negligence or willful misconduct of the Corporation or the Assignee, or its respective members, officers and employees), and reasonable expenses in connection therewith, including, without limitation, reasonable counsel fees and expenses, arising out of or as the result of

(a) the entering into of the Property Lease,

(b) any accident in connection with the operation, use, condition or possession of the Leased Property or any portion thereof resulting in damage to property or injury to or death to any person, including without limitation any claim alleging latent and other defects, whether or not discoverable by the Corporation or the County,

(c) any claim for patent, trademark or copyright infringement;

(d) any claim arising out of strict liability in tort; or

(e) the presence on, under or about, or release from the Leased Property, or any portion thereof, of any substance, material or waste which is or becomes regulated or classified as hazardous or toxic under State, local or federal law and the violation of, or non-compliance with, any such laws by the County.

The indemnification arising under this section shall continue in full force and effect notwithstanding the full payment of all obligations hereunder or the termination hereof for any reason.

The County agrees not to withhold or abate any portion of the Base Rental payments or Additional Rental payments required under this Property Lease by reason of any defects, malfunctions, breakdowns or infirmities of the Leased Property.

The Corporation and the County mutually agree to promptly give notice to each other of any claim or liability hereby indemnified against following either's learning thereof.

To the extent it may legally agree to do so pursuant to applicable law, the County shall pay or reimburse the Assignee for any and all charges, fees, costs and expenses that the Assignee may reasonably pay or incur in connection with the following (unless such charges, fees, costs and expenses are incurred by the Assignee as a result of the Assignee's gross negligence or willful misconduct): (i) the administration, enforcement, defense, or preservation of any rights or security hereunder; (ii) the pursuit of any remedies hereunder, or otherwise afforded by law or equity; (iii) any amendment, waiver, or other action with respect to or related to this Property Lease whether or not executed or completed; or (iv) any litigation or other dispute in connection with this Property Lease.

ARTICLE XII

SUBSTITUTION, RELEASE AND ADDITION OF LEASED PROPERTY

Section 12.01. Substitution of Leased Property.

(a) Whenever the County determines that the annual fair rental value of a proposed Substitute Leased Property is at least equal to the maximum annual Base Rental payments yet unpaid hereunder and that the Substitute Leased Property is complete and is available for beneficial use and occupancy by the County, the County may amend Exhibit A to this Property Lease to substitute such Substitute Leased Property for all or a portion of the Leased Property hereunder with the prior written consent of the Assignee in its sole discretion and upon compliance with all of the conditions set forth in subsection (b), and after a Substitution, all or a portion of the Leased Property originally leased hereunder shall be released from the leasehold hereunder, as appropriate.

The Corporation and the County shall also make any amendments needed to be made to this Property Lease, and shall enter into any necessary site or ground leases in connection with such Substitution.

(b) No Substitution shall take place hereunder until the County delivers to the Corporation and the Assignee the following:

(1) A certificate of the County stating that: (i) the annual fair rental value of the Substitute Leased Property is no less than the maximum annual Base Rental and Additional Rental remaining unpaid hereunder at the time of Substitution; (ii) the remaining useful life of such Substitute Leased Property is at least equal to the remaining term hereof; and (iii) the County will, at the time of the Substitution, have beneficial use and occupancy of the Substitute Leased Property.

(2) An Opinion of Bond Counsel to the effect that the amendment hereto has been duly authorized, executed and delivered and the Property Lease as so amended represents a valid and binding obligation of the County and the Corporation and that the Substitution will not adversely affect the exclusion of the interest component of the Base Rental payments from gross income for federal income tax purposes or from State of California personal income tax.

(3) The County shall cause to be recorded in the Office of the Mono County Recorder an executed amendment to this Property Lease containing an amended Exhibit A, or a memorandum reflecting such amendment to Exhibit A.

(4) A CLTA standard form policy of title insurance in substantially the same form as delivered in connection with the issuance and delivery of this Property Lease in at least the amount of the aggregate principal amount of unpaid principal components of the Base Rental payments at the time of the Substitution insuring the Corporation's leasehold and the County's subleasehold interest in the Substitute Leased Property hereunder, together with an endorsement thereto making such policy payable to the Assignee, and also together with a certificate of the County to the effect that the exceptions, if any,

contained in such policy do not interfere with the beneficial use and occupancy of the Substitute Leased Property by the County.

Section 12.02. Removal of Leased Property. The County shall have, and is hereby granted, the option at any time and from time to time during the term of this Property Lease to remove from this Property Lease any portion of the Leased Property (the "Removed Property") with the prior written consent of the Assignee in its sole discretion; provided that the County shall satisfy all of the following requirements which are hereby declared to be conditions precedent to such removal:

(a) No event of default has occurred and is continuing under this Property Lease.

(b) The County shall file with the Corporation and the Assignee an amended Exhibit A to this Property Lease that deletes the legal description of such Removed Property.

(c) The County shall cause to be recorded in the Office of the County Recorder a copy of an executed amendment to this Property Lease containing an amended Exhibit A, or a memorandum reflecting such amendment to Exhibit A.

(d) The County shall cause to be filed with the Assignee an Opinion of Bond Counsel substantially to the effect that such removal will not affect the obligation of the County to continue to pay Base Rental payments in the amounts and at the times and in the manner required by this Property Lease.

(e) The County shall certify in writing to the Corporation and the Assignee that (i) the annual fair rental value of the remaining Leased Property, taking into consideration the removal of the Removed Property, is no less than the maximum annual Base Rental and Additional Rental remaining unpaid hereunder at the time of such removal, (ii) the estimated useful life of the Leased Property that will remain following such removal at least extends to the date on which the final Base Rental becomes due and payable hereunder, (iii) the County will have the beneficial use and occupancy of the Leased Property that will remain following such removal.

Upon the satisfaction of all such conditions precedent, the Term of this Property Lease will thereupon end as to the Removed Property. The County is not entitled to any reduction, diminution, extension or other modification of the Base Rental whatsoever as a result of such removal.

Section 12.03. Addition of Leased Property. The County may, at any time it deems it necessary or advisable, with the prior written consent of the Assignee in its sole discretion, amend this Property Lease, and enter into any necessary or advisable site or ground lease, to add additional property to the property originally leased hereunder. No such Addition shall take place hereunder until the County delivers to the Corporation and the Assignee the opinion set forth in Section 12.01(b)(2) relating to the Addition of Leased Property and not the substitution of Leased Property.

Section 12.04. Amendment of Site Lease and Assignment Agreement. The Corporation and the County shall amend the Site Lease and Assignment Agreement as

necessary in order to accomplish any Substitution under Section 12.01, any removal of Leased Property under Section 12.02, or any Addition under Section 12.03.

ARTICLE XIII

DISCHARGE OF OBLIGATIONS

Section 13.01. Discharge of Obligations.

(a) If the County pays or causes to be paid all the Base Rental payments and Additional Rental payments at the times and in the manner provided herein, the right, title and interest of the Corporation herein and the obligations of the County hereunder shall thereupon cease, terminate, become void and be completely discharged and satisfied, except only as provided in subsection (c).

(b) Any unpaid principal component of a Base Rental payment shall on its scheduled Base Rental Payment Date or date of prepayment be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section if the County makes payment of such Base Rental payment in the manner provided herein, and money for this purpose of such payment or prepayment is then held by the Assignee.

(c) All or any portion of any unpaid principal component of a Base Rental payment shall, prior to its scheduled Base Rental Payment Date or date of prepayment, be deemed to have been paid within the meaning of and with the effect expressed in subsection (a) of this section (except that the County shall remain liable for such Base Rental payment, but only out of such money or securities deposited with the Assignee as herein described for such payment) if

(i) there has been deposited with the Assignee either money that is sufficient, or Defeasance Obligations that are not subject to redemption prior to maturity except by the holder thereof (including Defeasance Obligations issued or held in book entry form) the interest on and principal of which when paid will provide money that, together with money, if any, deposited with the Assignee at the same time, are sufficient, as stated in a report of a nationally recognized independent certified public accountant addressed to the County and the Assignee verifying such sufficiency in full, to pay when due such principal component of the Base Rental payment or such portion thereof on and prior to its payment date or its date of prepayment, as the case may be, and the prepayment premium, if any, thereon, and

(iii) an Opinion of Bond Counsel addressed to the County and the Assignee is filed to the effect that the action taken pursuant to this subsection will not cause the interest components of the Base Rental payments to be includable in gross income under the Tax Code for federal income tax purposes and that the Base Rental Payments have been discharged in full hereunder.

(d) After the payment of all Base Rental payments and any applicable prepayment premiums as provided in this section, the Assignee, upon request of the County, shall execute and deliver to the County and the Corporation all such instruments

as may be necessary or desirable to evidence such total or partial discharge and satisfaction, as the case may be.

ARTICLE XIV

MISCELLANEOUS

Section 14.01. Law Governing. This Property Lease shall be governed exclusively by the laws of the State of California in effect from time to time.

Section 14.02. Notices. All notices or communications to be given under this Property Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice will be effective either (i) upon transmission by electronic mail or other form of telecommunication, confirmed by telephone, (ii) 72 hours after deposit in the United States mail, postage prepaid, or (iii) in the case of personal delivery to any person, upon actual receipt. The Corporation and the County may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the County: County of Mono
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517
Attention: Janet Dutcher, Finance Director
Telephone: (760) 932-5494
Email: jdutcher@mono.ca.gov

If to the Corporation: County of Mono Economic Development Corporation
PO Box 556
Courthouse Annex II
Bridgeport, CA 93517
Attention: Janet Dutcher, Chief Financial Officer
Telephone: (760) 932-5494
Email: jdutcher@mono.ca.gov

A copy of any such notice or other document hereinabove mentioned shall also be delivered to the Assignee at the following address (or such other address or number set forth in a written notice from the Assignee):

First Foundation Public Finance
2233 Douglas Blvd., Suite 300
Roseville, CA 95661
Attention: Trevor Mael

Section 14.03. Validity and Severability. If for any reason this Property Lease is held by a court of competent jurisdiction to be void, voidable, or unenforceable by the Corporation or by the County, or if for any reason it is held by such a court that any of the covenants and conditions of the County hereunder, including the covenant to pay rentals hereunder, is unenforceable for the full term hereof, then and in such event this Property Lease is and shall be deemed to be a Property Lease under which the Base Rental payments due in any fiscal

year of the County are subject to annual appropriation and are to be paid by the County annually in consideration of the right of the County to possess, occupy and use the Leased Property, and all of the rental and other terms, provisions and conditions of this Property Lease, except to the extent that such terms, provisions and conditions are contrary to or inconsistent with such holding, shall remain in full force and effect.

Section 14.04. Net Lease. This Property Lease shall be deemed and construed to be a “net lease” and the County hereby agrees that the rentals provided for herein shall be an absolute net return to the Corporation, free and clear of any expenses, charges or set-offs whatsoever.

Section 14.05. Taxes. The parties understand and agree that the Leased Property constitutes public property free and exempt from all taxation; however, the Corporation agrees to take whatever steps may be necessary, upon written request by the County, to contest any proposed valuation, the amount of any proposed tax or assessment, or to take steps necessary to recover any tax or assessment paid. The County agrees to reimburse the Corporation for any and all costs and expenses thus incurred by the Corporation.

Section 14.06. Article and Section Headings. All article and section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Property Lease.

Section 14.07. Execution. This Property Lease may be executed in any number of counterparts, each of which shall be deemed to be an original, but all together shall constitute but one and the same Property Lease. It is also agreed that separate counterparts of this Property Lease may separately be executed by the Corporation and the County, all with the same force and effect as though the same counterpart had been executed by both the Corporation and the County.

Section 14.08. Assignee A Third Party Beneficiary. The Assignee is hereby, designated as a third party beneficiary hereunder for the purpose of enforcing any of the rights hereunder assigned to the Assignee under the Assignment Agreement.

Section 14.09. Amendment. This Property Lease may be amended (a) in the event of a partial prepayment of the Base Rental payments as permitted by Section 3.08 hereof, in order to set forth a revised schedule of Base Rental payments, but only if the resulting Base Rental payments due hereunder after such amendment in each fiscal year do not exceed the Base Rental payments due in each such fiscal year prior to the amendment, (b) as permitted by Article XII hereof, and (c) otherwise, with the prior written consent of the Assignee.

Section 14.10. Waiver of Jury Trial; Agreement for Judicial Reference.

(a) To the fullest extent permitted by law, the County hereby waives its right to trial by jury in any action, proceeding and/or hearing on any matter whatsoever arising out of, or in any way connected with, this Agreement or any related documents, or the enforcement of any remedy under any law, statute, or regulation.

(b) To the extent the foregoing waiver of a jury trial is unenforceable under applicable California law, the County agrees to refer, for a complete and final adjudication, any and all issues of fact or law involved in any litigation or proceeding (including all discovery and law and motion matters, pretrial motions, trial matter and post-trial motions up to and including final

judgment), brought to resolve any dispute (whether based on contract, tort or otherwise) between the parties hereto arising out of, in connection with or otherwise related or incidental to this Agreement to a judicial referee who shall be appointed under a general reference pursuant to California Code of Civil Procedure Section 638, which referee's decision will stand as the decision of the court. Such judgment will be entered on the referee's statement of judgment in the same manner as if the action had been tried by the court. The County and the Assignee shall select a single neutral referee, who shall be a retired state or federal judge with at least five years of judicial experience in civil matters; provided that the event the County and the Assignee cannot agree upon a referee, the referee will be appointed by the court.

IN WITNESS WHEREOF, the Corporation and the County have caused this Property Lease to be executed by their respective officers thereunto duly authorized, all as of the day and year first above written.

**COUNTY OF MONO ECONOMIC
DEVELOPMENT CORPORATION,**
as lessee

By: _____
Janet Dutcher,
Chief Financial Officer

ATTEST:

Scheereen Dedman,
Secretary

COUNTY OF MONO,
as lessor

By: _____
Janet Dutcher,
Finance Director

ATTEST:

Scheereen Dedman,
Clerk of the Board of Supervisors

[CERTIFICATE OF ACCEPTANCE]

FORM OF NOTARY ACKNOWLEDGMENT

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

[PARCEL A]

The real property and improvements located thereon situated in the State of California, County of Mono, City of Bridgeport, and described as follows:

APN _____

[PARCEL B]

The real property and improvements located thereon situated in the State of California, County of Mono, City of Bridgeport, and described as follows:

APN _____

[PARCEL C]

The real property and improvements located thereon situated in the State of California, County of Mono, City of Lee Vining, and described as follows:

APN _____

EXHIBIT B

BASE RENTAL PAYMENT SCHEDULE

Payment Date	Principal	Interest*	Debt Service
10/01/2022	\$	\$	\$
04/01/2023			
10/01/2023			
04/01/2024			
10/01/2024			
04/01/2025			
10/01/2025			
04/01/2026			
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10/01/2038			
04/01/2039			
10/01/2039			
04/01/2040			
10/01/2040			
04/01/2041			
10/01/2041			

* The interest components of the Base Rental payments have been calculated based on an interest rate of 3.35% per annum on the basis of a 360-day year and twelve 30-day months. If and to the extent certain events occur, as provided in this Property Lease, the interest components of the Base Rental payments shall be calculated at the Default Rate or the Taxable Rate.

23026-05

Jones Hall

5/27/2022

6/03/2022

6/10/2022

Recording Requested By
COUNTY OF MONO

When Recorded Mail To:
Scott R. Ferguson
JONES HALL, A PROFESSIONAL LAW CORPORATION
475 Sansome Street, Suite 1700
San Francisco, California 94111

THIS TRANSACTION IS EXEMPT FROM CALIFORNIA DOCUMENTARY TRANSFER TAX PURSUANT TO SECTION 11922 OF THE CALIFORNIA REVENUE AND TAXATION CODE. THIS DOCUMENT IS EXEMPT FROM RECORDING FEES PURSUANT TO SECTION 27383 OF THE CALIFORNIA GOVERNMENT CODE.

SITE AND FACILITY LEASE

by and between

**COUNTY OF MONO,
as Lessor**

and the

**COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION,
as Lessee**

Dated as of June 1, 2022

SITE AND FACILITY LEASE

THIS SITE AND FACILITY LEASE (the "Site Lease") is made and entered into as of June 1, 2022, by and between the COUNTY OF MONO, a political subdivision duly organized and existing under the Constitution and laws of the State of California, as lessor, and the COUNTY OF MONO ECONOMIC DEVELOPMENT CORPORATION, a nonprofit public benefit corporation duly organized and existing under and by virtue of the laws of the State of California (the "Corporation"), as lessee.

RECITALS

WHEREAS, the Corporation has been formed for the purpose, among others, of assisting the County in financing and refinancing for certain projects of the County by entering into, among other arrangements, lease/leasebacks with the County; and

WHEREAS, the County desires to finance public capital improvements for the County consisting generally of (i) a replacement jail facility and related public improvements and (ii) any other public improvements selected by the County in accordance with the Property Lease (collectively, the "Project"); and

WHEREAS, in order to raise funds necessary for the acquisition and construction of the Project, the County has proposed to lease the following real property and the improvements located and to be located thereon to the Corporation under this Site Lease, as more particularly described in Exhibit A attached hereto and by this reference incorporated herein (collectively, the "Leased Property"):

(i) a portion of the real property and improvements located at 74 North School Street in the City of Bridgeport, County of Mono, consisting generally of Courthouse Annex #1,

(ii) a portion of the real property and improvements located at 25 Bryant Street in the City of Bridgeport, County of Mono, consisting generally of Courthouse Annex #2, and

(iii) the real property and improvements located at 58 Pearson Road in the unincorporated community of Crowley Lake, County of Mono, consisting generally of the Crowley Community Center and adjacent skate park; and

WHEREAS, under this Site Lease, the Corporation will make an upfront rental payment to the County (as described in Section 3.03 hereof, the "Site Lease Payment") that is sufficient to provide funds for the financing of the Project; and

WHEREAS, the Corporation will, through an assignment to First Foundation Public Finance (the "Assignee"), pursuant to an Assignment Agreement dated as of June 1, 2022, and recorded concurrently herewith (the "Assignment Agreement"), between the Corporation and the Assignee, obtain the necessary funds to make the Site Lease Payment under this Site Lease; and

WHEREAS, the County will lease back the Leased Property from the Corporation pursuant to a Property Lease dated as of June 1, 2022, by and between the Corporation, as lessor, and the County, as lessee (the "Property Lease"), which is recorded concurrently

herewith, and will pay to the Corporation base rental payments ("Base Rental") and additional rental pursuant to the Property Lease; and

WHEREAS, under the Assignment Agreement, the Corporation will assign amounts received from the County as Base Rental payments under the Property Lease to the Assignee; and

WHEREAS, all acts, conditions and things required by law to exist, to have happened and to have been performed precedent to and in connection with the execution and entering into of this Site Lease do exist, have happened and have been performed in regular and due time, form and manner as required by law, and the parties hereto are now duly authorized to execute and enter into this Site Lease; and

NOW, THEREFORE, in consideration of the above premises and of the mutual covenants hereinafter contained and for other good and valuable consideration, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS AND RULES OF CONSTRUCTION

Section 1.01. Definitions. All capitalized terms defined in the Property Lease shall have the same respective meanings when used in this Site Lease.

Section 1.02. Article and Section Headings. Unless otherwise specified, references to Articles, Sections, and other subdivisions of this Site Lease are to be designated Articles, Sections, and other subdivisions of this Site Lease as originally executed. The headings or titles of the several articles and sections, and the table of contents appended to copies hereof, shall be solely for convenience of reference and shall not affect the meaning, construction or effect of the provisions hereof.

Section 1.03. References to Agreement. The words "hereof", "herein", "hereunder", and words of similar import refer to this Site Lease as a whole.

Section 1.04. Number and Gender. The singular form of any word used herein, including terms defined as provided in Section 1.01, shall include the plural, and vice versa. The use of a word of any gender shall include all genders.

ARTICLE II

REPRESENTATIONS, COVENANTS AND WARRANTIES

Section 2.01. Representations, Covenants and Warranties of the County. The County represents, covenants and warrants to the Corporation as follows:

(a) Due Organization and Existence. The County is a political subdivision duly organized and existing under the Constitution and laws of the State of California.

(b) Authorization. The laws of the State of California authorize the County to enter into this Site Lease and to enter into the transactions contemplated by and to carry out its obligations under this Site Lease, and the County has duly authorized and executed this Site Lease.

(c) No Violations. Neither the execution and delivery of this Site Lease nor the fulfillment of or compliance with the terms and conditions hereof nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the County is now a party or by which the County is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrances whatsoever upon any of the property or assets of the County, or upon the Leased Property, except Permitted Encumbrances.

(d) Title to Leased Property. The County has fee simple title to the Leased Property, subject only to Permitted Encumbrances.

(e) Estimated Useful Life; Beneficial Use. The estimated useful life of the Leased Property at least extends to the date on which the final Base Rental becomes due and payable hereunder. The County has the beneficial use and occupancy of the Leased Property.

(f) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the County after reasonable investigation, threatened against or affecting the County or the assets, properties or operations of the County which, if determined adversely to the County or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Site Lease, the Property Lease, and the Assignment Agreement, or upon the financial condition, assets, properties or operations of the County, and the County is not in default with respect to any order or decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Site Lease, the Property Lease, or the Assignment Agreement, or the financial conditions, assets, properties or operations of the County, including but not limited to the payment and performance of the County's obligations under this Site Lease or the Property Lease.

(g) Financial Condition. The County's audited financial statements for the period ended June 30, 2021, present fairly the financial condition of the County as of the date thereof and the results of operation for the period covered thereby, and were prepared in accordance with Generally Accepted Accounting Principles consistently applied. Since the period of such statements, there has been no change which would have a Material Adverse Effect. Except as has been disclosed to the Assignee, there has been no change in the financial condition of the County since June 30, 2021, that will in the reasonable opinion of the County materially impair its ability to perform its obligations under this Site Lease or the Property Lease.

(h) Compliance with Laws. To the best of its knowledge, the County is in compliance with all applicable laws, except for noncompliance that, singly or in the aggregate, has not caused and could not reasonably be expected to cause a Material Adverse Effect or an adverse effect on the County's ability to perform its obligations under this Site Lease or the Property Lease.

(i) No Consents or Approvals. To the best of the County's knowledge, no consent or approval of any trustee or holder of any indebtedness of the County or of the voters of the County, and no consent, permission, authorization, order or license of, or filing or registration with, any governmental authority is necessary in connection with the execution and delivery of this Site Lease or the Property Lease, or the consummation of any transaction herein or therein contemplated, except as have been obtained or made and as are in full force and effect.

(j) Rental Payments. The obligations of the County under the Property Lease, including without limitation the obligation to make Base Rental Payments and any Additional Rental payments, are obligations that are payable from lawfully available funds of the County.

The County has funds available for the payment of Base Rental Payments and any Additional Rental payments due during the current Fiscal Year and reasonably believes that sufficient funds can be obtained to make all Base Rental Payments, any Additional Rental payments, and payments of other amounts required to be paid under the Property Lease.

(k) Leased Property. To the best of the County's knowledge, the Leased Property complies with all applicable restrictive covenants, zoning ordinances, building laws and other applicable laws (including without limitation, the Americans with Disabilities Act, as amended).

No lien or encumbrance on the Leased Property materially impairs the County's use of the Leased Property for the purposes for which it is, or may reasonably be expected to be, held.

(l) Applicable Environmental Laws. The County has reviewed the effect of Applicable Environmental Laws on the business, operations and properties of the County, and has identified and evaluated associated liabilities and costs (including, without limitation, any capital or operating expenditures required for clean up or closure of properties presently or previously owned or operated, any capital or operating expenditures required to achieve or maintain compliance with environmental protection standards imposed by law or as a condition of any license, permit or contract, and related constraints on operating activities, including any periodic or permanent shutdown of any facility or reduction in the level of or change in the nature of operations conducted there at and any actual or potential liabilities to third parties, including employees, and any related costs and expenses). On the basis of this review, the County has reasonably concluded that it has not failed to comply with any Applicable Environmental Laws with respect to the Leased Property in a manner which may reasonably be expected to have a Material Adverse Effect.

(m) Flood Risk. None of the property comprising the Leased Property is in a 100-year flood zone.

(n) No Defaults. To the best of its knowledge, the County has never non-appropriated or defaulted under any of its payment or performance obligations or covenants, either under any financing lease of the same general nature as the Property Lease, or under any of its bonds, notes, or other debt obligations. In addition, no Event of Default and no Default has occurred and is continuing or exists.

(n) Accuracy of Information. All information, reports and other papers and data furnished by the County to the Assignee were, at the time the same were so furnished, complete and correct in all material respects and insofar as necessary to give the Assignee a true and accurate knowledge of the subject matter and were provided in expectation of the Assignee's reliance thereon. No fact is known to the County which has had or, so far as the County can now reasonably foresee, may in the future have a Material Adverse Effect, which has not been set forth in the budget and financial statements previously furnished to the Assignee or in other such information, reports, papers and data or otherwise disclosed in writing to the Assignee prior to the Closing Date. Any financial, budget and other projections furnished to the Assignee by the County or its agents were prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair and reasonable in light of the conditions existing at

the time of delivery of such financial, budget or other projections, and represented, and as of the Closing Date, represent the County's best estimate of its future financial performance. No document furnished nor any representation, warranty or other written statement made to the Assignee in connection with this Site Lease or the Property Lease contains or will contain any untrue statement of a material fact or omits or will omit to state (as of the date made or furnished) any material fact necessary in order to make the statements contained herein or therein, in light of the circumstances under which they were or will be made, not misleading.

(o) Tax Exemption. The County has not taken any action or omitted to take any action, and knows of no action taken or omitted to be taken by any other person, which action, if taken or omitted, would adversely affect the exclusion of interest components of the Base Rental payments from gross income for federal income tax purposes or the exemption of such interest components from State personal income taxes.

(p) Sovereign Immunity. The County does not enjoy any rights of immunity on the grounds of sovereign immunity in respect of its obligations under this Site Lease or the Property Lease. To the extent the County has or hereafter may acquire under any applicable law any right to immunity from set-off or legal proceedings on the grounds of sovereignty, the County hereby waives, to the fullest extent permitted by law, such rights to immunity for itself in respect of its obligations arising under or related to this Site Lease or the Property Lease.

(q) Fair Rental Value. The Base Rental payments payable under the Property Lease do not exceed the fair rental value of the Leased Property for each period for which said rental is to be paid. In making such determination of fair rental value, consideration has been given to the uses and purposes which may be served by the Leased Property and the benefits therefrom which will accrue to the County and the general public. The County currently has the use and occupancy of the Leased Property (subject to Permitted Encumbrances) and the County has the legal authority to pay Base Rental payments and any Additional Rental payments pursuant to the Property Lease for the use and occupancy of the Leased Property.

(r) OFAC Status. The County is not listed on the Specially Designated Nationals and Blocked Person List or other similar lists maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control, and any successor thereto, the Secretary of the Treasury, or included in any Executive Orders, that prohibits or limits the Assignee from making any advance or extension of credit to the County or from otherwise conducting business with the County.

(s) Reporting. The County shall keep proper books of record and account in which full, true and correct entries will be made of all dealings or transactions of or in relation to the business and affairs of the County in accordance with Generally Accepted Accounting Principles consistently applied, and will furnish to the Assignee each of the following:

- (a) As soon as available, and in any event within 270 days after the close of each Fiscal Year of the County, the financial statements of the County which shall be audited and reported on without qualification by independent certified public

accountants and shall be certified to the County by such accountants as (i) having been prepared in accordance with Generally Accepted Accounting Principles consistently applied and (ii) fairly presenting the financial condition of the County as at the end of such Fiscal Year and reflecting its operations during such Fiscal Year and (iii) showing all material liabilities, direct or contingent, and disclosing the existence of any off-balance sheet transactions, and shall include, without limitation, balance sheets, statements of revenues, expenditures, and changes in fund balances, together with notes and supporting schedules, and including a copy of any management letter or audit report provided to the County by such auditors; and

- (b) Such other information respecting the business, properties or the condition or operations, financial or otherwise, of the County and the Leased Property as the Assignee may from time to time reasonably request.

Section 2.02. Representations, Covenants and Warranties of Corporation. The Corporation represents, covenants and warrants to the County as follows:

(a) Due Organization and Existence. The Corporation is a nonprofit public benefit corporation duly formed, operating and existing under the laws of the State of California; has power to enter into the Site Lease; is possessed of full power to sublease real and personal property; and has duly authorized the execution and delivery of this Site Lease.

(b) Authorization. The laws of the State of California authorize the Corporation to enter into this Site Lease and to enter into the transactions contemplated by and to carry out its obligations under this Site Lease, and the Corporation has duly authorized and executed this Site Lease.

(c) No Violations. Neither the execution and delivery of this Site Lease nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions of any restriction or any agreement or instrument to which the Corporation is now a party or by which the Corporation is bound, or constitutes a default under any of the foregoing, or results in the creation or imposition of any lien, charge or encumbrance whatsoever upon any of the property or assets of the Corporation, or upon the Leased Property, except Permitted Encumbrances.

(d) No Litigation. There is no action, suit, proceeding, inquiry or investigation before or by any court or federal, state, municipal or other governmental authority pending or, to the knowledge of the Corporation after reasonable investigation, threatened against or affecting the Corporation or the assets, properties or operations of the Corporation which, if determined adversely to the Corporation or its interests, would have a material and adverse effect upon the consummation of the transactions contemplated by or the validity of this Site Lease, the Property Lease, and the Assignment Agreement, or upon the financial condition, assets, properties or operations of the Corporation, and the Corporation is not in default with respect to any order or

decree of any court or any order, regulation or demand of any federal, state, municipal or other governmental authority, which might have consequences that would materially adversely affect the consummation of the transactions contemplated by this Site Lease, the Property Lease, or the Assignment Agreement, or the financial conditions, assets, properties or operations of the Corporation, including but not limited to the performance of the Corporation's obligations under this Site Lease, the Property Lease, or the Assignment Agreement.

ARTICLE III

AGREEMENT TO LEASE; TERM OF SITE LEASE; SITE LEASE PAYMENT

Section 3.01. Lease. The County hereby leases the Leased Property to the Corporation, and the Corporation hereby leases the Leased Property from the County, upon the terms and conditions set forth in this Site Lease.

Section 3.02. Term. The term hereof shall commence on the date of execution hereof, and shall end on the date on which all of the Base Rental payments and Additional Rental payments have been paid in full under the Property Lease, including by reason of any extension of the term hereof due to abatement under Section 3.06 of the Property Lease; but in no event may the term of this Site Lease be extended beyond the date that is 10 years after October 1, 2041.

Section 3.03. Site Lease Payment; Application of Funds. The Corporation hereby agrees to pay to the County, as rental for Leased Property during the Term, the amount of \$ _____, which shall be due and payable on the Closing Date, and which shall be applied as follows:

(a) \$ _____ shall be transferred to the County for deposit in the Project Fund established under Section 4.02 of the Property Lease; and

(b) \$ _____ shall be retained by the Assignee and used by the Assignee to pay certain costs of the financing pursuant to written instructions executed by an Authorized Officer of the County.

Section 3.04. Title. The County hereby covenants that it has insurable fee title in the Leased Property, and during the Term, the County shall hold title to the Leased Property.

Section 3.05. No Merger. It is the express intention of the parties hereto that this Site Lease and the obligations of the parties hereunder shall be and remain separate and distinct from the Property Lease and the obligations of the parties thereunder, and that during the term of the Property Lease no merger of title or interest shall occur or be deemed to occur as a result of the position of the County as lessee under the Property Lease and as lessor under this Site Lease, or the position of the Corporation as lessee under this Site Lease.

Section 3.06. Substitution, Addition or Removal of Leased Property. The Leased Property may be substituted, added to or removed in part in accordance with Section 12.01, Section 12.02, Section 12.03 or Section 12.04, as applicable, of the Property Lease, and in such event, Exhibit A hereto shall be deemed to be revised accordingly.

ARTICLE IV

EMINENT DOMAIN; NET PROCEEDS

Section 4.01. Eminent Domain. If all of the Leased Property is taken permanently under the power of eminent domain or sold to a government threatening to exercise the power of eminent domain, the Term shall cease as of the day possession is so taken.

If less than all of the Leased Property is taken permanently, or if all of the Leased Property or any part thereof is taken temporarily, under the power of eminent domain, this Site Lease shall continue in full force and effect and shall not be terminated by virtue of such taking and the parties waive the benefit of any law to the contrary.

Section 4.02. Application of Net Proceeds. The net proceeds of any insurance award resulting from any damage to or destruction of the Leased Property by fire or other casualty, and the net proceeds of any eminent domain award resulting from any event described in Section 4.01 hereof, shall be applied as set forth in the Property Lease.

All such net proceeds shall be paid to the County for application in accordance with the Property Lease, and the Corporation hereby waives any and all right, title and interest which it may have in and to any such net proceeds by virtue of its estate in the Leased Property under this Site Lease.

ARTICLE V
MISCELLANEOUS

Section 5.01. Liens. The Corporation shall not, directly or indirectly, create, assume or suffer to exist any mortgage, pledge, lien, charge, encumbrance or claim on or with respect to the Leased Property, other than the respective rights of the Corporation and the County as herein provided and Permitted Encumbrances.

Section 5.02. Assignment and Subleasing by the Corporation. Except for the assignment of this Site Lease to the Assignee under the Assignment Agreement, the Corporation shall not have the right to further sublease or to assign any of its interests under this Site Lease in and to the Leased Property or any portion thereof. The County hereby consents to the assignment of this Site Lease to the Assignee under the Assignment Agreement.

Section 5.03. Amendment. Without the prior written consent of the Assignee, the Corporation and the County will not alter, modify or cancel, or agree or consent to alter, modify or cancel this Site Lease, except as is required in connection with the amendment of the Property Lease.

Section 5.04. Notices. All notices or communications to be given under this Site Lease shall be given by first class mail or personal delivery to the party entitled thereto at its address set forth below, or at such address as the party may provide to the other party in writing from time to time. Notice will be effective either (i) upon transmission by electronic mail or other form of telecommunication, confirmed by telephone, (ii) 72 hours after deposit in the United States mail, postage prepaid, or (iii) in the case of personal delivery to any person, upon actual receipt. The Corporation and the County may, by written notice to the other parties, from time to time modify the address or number to which communications are to be given hereunder.

If to the County:	County of Mono PO Box 556 Courthouse Annex II Bridgeport, CA 93517 Attention: Janet Dutcher, Finance Director Telephone: (760) 932-5494 Email: jdutcher@mono.ca.gov
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If to the Corporation:	County of Mono Economic Development Corporation PO Box 556 Courthouse Annex II Bridgeport, CA 93517 Attention: Janet Dutcher, Chief Financial Officer Telephone: (760) 932-5494 Email: jdutcher@mono.ca.gov
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A copy of any such notice or other document hereinabove mentioned shall also be delivered to the Assignee at the following address (or such other address or number set forth in a written notice from the Assignee):

First Foundation Public Finance
2233 Douglas Blvd. Suite 300
Roseville, CA
Attention: Trevor Mael

Section 5.05. Binding Effect. This Site Lease shall inure to the benefit of and shall be binding upon the Corporation and the County and their respective successors and assigns. The Assignee is hereby made an express and intended third party beneficiary of this Site Lease.

Section 5.06. Severability. If any provision of this Site Lease is held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 5.07. Further Assurances and Corrective Instruments. The Corporation and the County agree that they will, from time to time, execute, acknowledge and deliver, or cause to be executed, acknowledged and delivered, such supplements hereto and such further instruments as may reasonably be required for correcting any inadequate or incorrect description of the Leased Property hereby leased or intended so to be or for carrying out the expressed intention of this Site Lease.

Section 5.08. Execution in Counterparts. This Site Lease may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

Section 5.09. Applicable Law. This Site Lease shall be governed by and construed in accordance with the laws of the State of California.

Section 5.10. Captions. The captions or headings in this Site Lease are for convenience only and in no way define, limit or describe the scope or intent of any provisions or Section of this Site Lease.

* * * * *

IN WITNESS WHEREOF, the Corporation has caused this Site Lease to be executed in its name by its duly authorized officer; and the County has caused this Site Lease to be executed in its name by its duly authorized officer, all as of the date first above written.

COUNTY OF MONO,
as lessor

By: _____
Janet Dutcher,
Finance Director

ATTEST:

Scheereen Dedman,
Clerk of the Board of Supervisors

**COUNTY OF MONO ECONOMIC
DEVELOPMENT CORPORATION,**
as lessee

By: _____
Janet Dutcher,
Chief Financial Officer

ATTEST:

Scheereen Dedman,
Secretary

[CERTIFICATE OF ACCEPTANCE]

FORM OF NOTARY ACKNOWLEDGMENT

EXHIBIT A

DESCRIPTION OF LEASED PROPERTY

[PARCEL A]

The real property and improvements located thereon situated in the State of California, County of Mono, City of Bridgeport, and described as follows:

APN _____

[PARCEL B]

The real property and improvements located thereon situated in the State of California, County of Mono, City of Bridgeport, and described as follows:

APN _____

[PARCEL C]

The real property and improvements located thereon situated in the State of California, County of Mono, and described as follows:

APN _____