



# 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: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA  
93546

### Regular Meeting January 17, 2023

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#### TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below.

#### To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/87641972868> or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 876 4197 2868.

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 876 4197 2868. To provide public comment, press \*9 to raise your hand and \*6 to mute/unmute.

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

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

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

**HEARD.**

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Board Minutes**

Departments: Clerk of the Board

Approval of the Board Minutes from the Regular Meetings in October 2022.

**Recommended Action:** 1) Approve the Board Minutes from the Regular Meeting on October 4, 2022. 2) Approve the Board Minutes from the Regular Meeting on October 11, 2022. 3) Approve the Board Minutes from the Regular Meeting on October 18, 2022. 4) Approve the Board Minutes from the Special Meeting on October 21, 2022.

**Fiscal Impact:** None noted.

**B. Behavioral Health Advisory Board Appointment**

Departments: Clerk of the Board

Mono County Behavioral Health Advisory Board Appointments. The mission of the Behavioral Health Advisory Board (BHAB) is to support individuals by promoting recovery, self-determination, and wellness in all aspects of life. The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director

and jurisdiction of the Mono County Board of Supervisors (BOS).

**Recommended Action:** Make the following appointments to the Mono County Behavioral Health Advisory Board: Stacey Powells Lyster, Stacy Corless, and Marcella Rose to a three-year term. Make the following re-appointments to the Mono County Behavioral Health Advisory Board: Dirk Addis and Rolf Knutson. All terms expire January 31, 2026.

**Fiscal Impact:** None noted.

**C. FY 2023-24 Boating Safety and Enforcement Financial Aid Program Application**

Departments: Sheriff

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

**Recommended Action:** Approve Resolution R23-\_\_\_\_, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for FY 2023/24.

**Fiscal Impact:** The award will not exceed \$136,017. There is no match requirement for this grant. In previous years, this grant was used to pay on-going costs associated with regular boating patrol on 23 lakes and to enforce California boating laws applicable to our area. Past grant expenditures include salaries, overtime, benefits, maintenance, supplies, training, vehicle expenses, utilities, and occasionally replacement of equipment. Costs incurred and not covered by the grant are transferred to the Sheriff's budget.

**6. CORRESPONDENCE RECEIVED**

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

**A. Letter Regarding Dog Leash Laws in Mono City**

Departments: Clerk of the Board

Letter received from Mono City resident regarding dog leash laws in Mono City, as requested to be agendized by Supervisor Kreitz at the January 3, 2023 meeting.

**7. REGULAR AGENDA - MORNING**

**A. Winter Seasonal Outlook Presentation**

Departments: Clerk of the Board

30 minutes

(Chris Smallcomb, National Weather Service (NWS) Reno) - Presentation by Chris Smallcomb of the National Weather Service in Reno regarding the 2022/23 Winter Weather Outlook.

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

**Fiscal Impact:** None noted.

**B. Ratification of Emergency Proclamation**

Departments: Emergency Management and County Counsel

5 minutes

(Chris Beck, Assistant County Counsel) - Proposed Resolution of the Mono County Board of Supervisors Ratifying Proclamation of Local Emergency and Declaring a Continued State of Local Emergency Due to Severe Winter Snowstorms Which Commenced on December 27, 2022.

**Recommended Action:** Adopt proposed resolution R23-\_\_\_, Ratifying Proclamation of Local Emergency and Declaring a Continued State of Local Emergency Due to Severe Winter Snowstorms Which Commenced on December 27, 2022.

**Fiscal Impact:** None noted.

**C. Resolution Making Findings under AB 361 - Related to Remote Meetings**

Departments: County Counsel

5 minutes

(Stacey Simon, 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 January 17, 2023, through February 16, 2023.

**Recommended Action:** Adopt proposed resolution R23-\_\_\_, 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 January 17, 2023, through February 16, 2023.

**Fiscal Impact:** None noted.

**D. PUBLIC HEARING - Appeal of a Planning Commission decision denying a General Plan Amendment to redesignate a parcel in Bridgeport**

Departments: Community Development

PUBLIC HEARING: 20 minutes

(Michael Draper, Principal Planner) - Appeal of the Planning Commission decision to deny General Plan Amendment (GPA 22-03), a proposed change of Land Use Designation from Multi-Family Residential–Moderate (MFR-M) to Mixed Use (MU), and Use Permit 22-011, in support of a transient rental use.

**Recommended Action:** Conduct public hearing. Consider and either affirm, affirm in part, or reverse the Planning Commission’s decision denying GPA 22-03/Nichols, making appropriate findings and providing any other desired direction to staff.

**Fiscal Impact:** If the appeal is upheld and the Planning Commission’s denial is overturned, the proposed project will generate an incremental increase in transient occupancy taxes.

**E. Employment Agreement - Todd Graham**

Departments: District Attorney

10 minutes

(David Anderson, District Attorney ) - Proposed resolution approving a contract with Todd Graham as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R23-\_\_\_, approving a contract with Todd Graham as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$182,087, of which \$136,074 is salary and \$46,013 is benefits. This is included in the FY 2022/23 budget.

**F. Amendment to Employment Agreement - Chris Mokracek**

Departments: CAO

5 minutes

(Robert C. Lawton, CAO) - Proposed resolution approving a contract amendment for Christopher Mokracek as Interim Director of Animal Services and Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution R23-\_\_\_, approving a contract amendment with Christopher Mokracek as Interim Director of Animal Services in addition to his role as Director of Emergency Management and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The fiscal impact of this interim appointment is an increase in salary and benefits of \$28,617, of which \$25,322 is salary and \$3,295 is

benefits. The 15% increase will be covered through Animal Services wage and salary savings included in the approved FY 2022/2023 budget for the Animal Services department.

**G. Purchase of Motorola Radio Equipment to Establish Radio Repeater Sites**

Departments: CAO, Emergency Management

20 minutes

(Chris Mokracek, Director of Emergency Management) - Purchase of emergency radio equipment for 4-Channel VHF High Power ASR Sites with Radio Frequency Distribution Systems to be ultimately located at sites in Mammoth Lakes (2 sites), June Lake, Antelope Valley and Benton and incorporated into the State of California's CRIS Radio System. The County's payment obligations under the agreement shall be made contingent upon actual receipt of funding through the federal 2023 Omnibus Appropriations Bill.

**Recommended Action:** Authorize the County Administrative Officer, in consultation with County Counsel to: (1) negotiate terms, that do not substantively change the nature of the purchase or the price; and (2) execute an agreement with Motorola Solutions, Inc., in substantially the form attached to this staff report, for the purchase of radio equipment necessary to equip five (5) 4-Channel VHF High Power ASR Sites with Radio Frequency Distribution Systems, as generally set forth in the attached proposal from Motorola Solutions, Inc.

**Fiscal Impact:** \$1,317, 280 in equipment costs. Funding will come from appropriations made through the 2023 Omnibus Appropriations Bill. The purchase is contingent upon receipt of funding. This was not included in the FY 2022/23 adopted budget.

**H. Ordinance Temporarily Waiving Cannabis Cultivation Tax**

Departments: Finance, County Counsel

10 minutes

(Janet Dutcher, Director of Finance) - Proposed ordinance temporarily suspending and waiving the cannabis cultivation tax imposed by subsection (B) (1) of Mono County Code section 3.30.050, for the period of July 1, 2022, through June 30, 2025.

**Recommended Action:** Consider and potentially adopt proposed ordinance.

**Fiscal Impact:** No impact on the immediate FY 2022/23 Cannabis Tax budget. If approved, the County expects a reduction in cannabis tax of between 14% to 20%.

**I. Budget Update - January**

Departments: CAO

10 minutes

(Megan Chapman, Budget Officer) - This is a regular re-occurring item to provide an update to the Board on Budget that will occur the third Tuesday of every month.

**Recommended Action:** Receive budget update and provide direction to staff.

**Fiscal Impact:** None noted.

**J. Strategic Plan Update**

Departments: CAO

30 minutes

(Robert C. Lawton, CAO) - Presentation by Robert C. Lawton regarding Mono County Strategic Plan Update 2023-01-17.

**Recommended Action:** 1. Receive update. 2. Discuss progress and possible amendment. 3. Provide direction to staff.

**Fiscal Impact:** None noted.

**K. Receive Draft 2023-24 Federal Legislative Platform**

Departments: County Administrative Officer

20 minutes

(Robert C. Lawton, County Administrative Officer) - In 2022, Mono County engaged the services of TFG, formerly known as The Ferguson Group, to support County efforts with respect to Federal funding and policy. With TFG's assistance, Mono County was allocated \$3,000,000 for radio system improvements in the FY2023 Omnibus Appropriations Bill. The 118th Congress convened on January 3, 2023 following a change in party control. Members of the Board of Supervisors will attend the National Association of Counties' Legislative Conference taking place in Washington from February 11 through 14. Working with County Supervisors and Department Heads, TFG has prepared a draft Legislative Platform for discussion today and Board action on February 7. The Platform will guide Federal legislative and agency advocacy efforts throughout the 118th Congress.

**Recommended Action:** Provide any desired direction to staff.

**Fiscal Impact:** None noted.

**8. CLOSED SESSION**

**A. Closed Session - Labor Negotiations**

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, 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 - Initiation of Litigation**

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

**C. Closed Session- Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative Enforcement Action - Mono County v. Yzaguirre.

**D. Closed Session- Existing Litigation**

CONFERENCE WITH LEGAL COUNSEL – EXISTING LITIGATION. Paragraph (1) of subdivision (d) of Government Code section 54956.9. Name of case: Administrative Enforcement Action – Mono County v. Olson.

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

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

**9. REGULAR AGENDA - AFTERNOON**

**A. Community Corrections Partnership (CCP) Realignment Implementation Plan**

Departments: Probation

20 minutes

(Karin Humiston, Chief of Probation) - A resolution of the Mono County Board of Supervisors authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee to submit the Realignment Implementation Plan Annual Report for 2022 to the Board of State and Community Corrections.

**Recommended Action:** Staff recommends that the Board; 1) Adopt proposed Resolution R23-\_\_\_, authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee to submit the Realignment Implementation Plan Annual Report for 2022 to the Board of State and Community Corrections; and 2) Provide any desired direction to staff.

**Fiscal Impact:** Eligibility for the Community Corrections Partnership (CCP) Implementation Grant Funding, which is anticipated to be \$100,000 to be



received by the end of January 2023.

**B. Pre- Housing Workshop Discussion**

Departments: CAO

1 hour

(Robert C. Lawton, County Administrative Officer ) - Presentation by Robert C. Lawton and Stan Keasling regarding Pre-Housing Workshop.

**Recommended Action:**

1. Receive the attached Mono County Policy Options document.
2. Discuss possible options for the housing policy workshop tentatively scheduled for March 14.
3. Provide direction to staff for workshop format and expectations.

**Fiscal Impact:** None noted.

**10. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**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 Regular Meetings in October 2022.

**RECOMMENDED ACTION:**

1) Approve the Board Minutes from the Regular Meeting on October 4, 2022. 2) Approve the Board Minutes from the Regular Meeting on October 11, 2022. 3) Approve the Board Minutes from the Regular Meeting on October 18, 2022. 4) Approve the Board Minutes from the Special Meeting on October 21, 2022.

**FISCAL IMPACT:**

None noted.

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">DRAFT October 4, 2022 Minutes</a>
<a href="#">DRAFT October 11, 2022 Minutes</a>
<a href="#">DRAFT October 18, 2022 Minutes</a>
<a href="#">DRAFT October 21, 2022 Minutes</a>

**History**

Time

Who

Approval

1/12/2023 5:38 PM	County Counsel	Yes
1/12/2023 4:28 PM	Finance	Yes
1/13/2023 1:49 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.

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
October 4, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-190– M22- 196</b>
<b>Resolutions</b>	<b>R22-102 – R22-108</b>
<b>Ordinance</b>	<b>ORD22-10</b>

9:08 AM Meeting called to order by Vice Chair Duggan

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (All attended in person or 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 by Vice Chair Duggan

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

**Dan Holler, Mammoth Lakes Town Manager:**

- Provided an update.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

**Bob Lawton, CAO:**

- Attended RCRC.

**Note:**

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

- Columbus, Ohio – Attended a meeting International City County Management Association.
- Attended JEDI meeting – thanked Scheereen Dedman.
- Leader on panel involving creating a Living, Evolving and Usable Strategic Plan.
- Attended California Chapter of ICMA meeting.
- NACo meeting.
- Mammoth Water District meeting.
- Discussed federal funding.
- Wellness/Benefits Fair – great turn out and great work organizing it. Thanked the Human Resources staff and Cheyenne Stone.
- Open enrollment reminder.
- OpenGov meeting.
- Met with Finance Director Dutcher.
- Discussed item that came before the Board at the last meeting regarding the Coachwhip Café.

#### 4. DEPARTMENT/COMMISSION REPORTS

**Wendy Sugimura, Community Development Director:**

- Accessory Dwelling Unit Prescriptive Designs are now available on the Building Division's Website and the Town has it posted.
- Planning Commission Special Meeting – Cannabis Cultivation in Tri-Valley Area.
- Use Permit – Crowley Lake area – overhead electrical line.

#### 5. CONSENT AGENDA

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

##### A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from July 5, 2022, Regular Meeting of the Board of Supervisors.

**Action:** Approved the Board Minutes from July 5, 2022, Regular Meeting of the Board of Supervisors.

**Peters moved, Kreitz seconded**

**5 Yes; 0 No**

**M22-190**

##### B. 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 October 4, 2022, through November 3, 2022.

**Note:**

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**Action:** Adopted proposed resolution R22-102, 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 October 4, 2022, through November 3, 2022.

**Peters Moved, Kreitz Seconded**  
**5 Yes; 0 No**  
**R22-102**

**C. Resolution Establishing Minimum Two-Year Retention Period for Electronic Mail**

Departments: County Counsel and Information Technology

Resolution Establishing the Retention Period for Electronic Mail at a Minimum of Two Years and Authorizing Staff to Update the Voice and Electronic Media Policy and the Public Records Act Policy for Private Devices and Accounts adopted by Resolutions R17-92 and R17-93 to Reflect said Changes.

**Action:** Adopted proposed resolution R22-103, Establishing the Retention Period for Electronic Mail at a Minimum of Two Years and Authorizing Staff to Update the Voice and Electronic Media Policy and the Public Records Act Policy for Private Devices and Accounts adopted by Resolutions R17-92 and R17-93 to Reflect said Changes.

**Peters Moved, Kreitz Seconded**  
**5 Yes; 0 No**  
**R22-103**

**D. Agreement with Beth Cohen, dba Organizational Mind Group**

Departments: CAO and Behavioral Health

Proposed contract with Beth Cohen, dba Organizational Mind Group, for ongoing Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services.

**Action:** Approved County entry into proposed contract with Beth Cohen, dba Organizational Mind Group for Employee Wellness, 360 Evaluation, and Behavioral Health Department consulting services, for a period commencing September 11, 2022, and terminating December 31, 2023, and a not-to-exceed amount of \$125,000. Authorized the Chair to execute said contract on behalf of the County.

**Peters Moved, Kreitz Seconded**  
**5 Yes; 0 No**  
**M22-191**

**E. Contract Amendment with North American Mental Health Services for the Provision of Telepsychiatry and Telehealth Therapy Services**

**Note:**

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

Departments: Behavioral Health

Proposed contract amendment with North American Mental Health Services pertaining to the Provision of Telepsychiatry and Telehealth Therapy services.

Action: Approved and authorized CAO to sign contract amendment with North American Mental Health Services for the Provision of Telepsychiatry and Telehealth Therapy services for the period of October 1, 2019, to September 30, 2022, and a not-to-exceed amount of \$960,000.

**Peters Moved, Kreitz Seconded**

**5 Yes; 0 No**

**M22-192**

**F. Contract with North American Mental Health Services for Provision of Telepsychiatry and Telehealth Therapy Services**

Departments: Behavioral Health

Proposed contract with North American Mental Health Services (NAMHS) pertaining to the Provision of Telepsychiatry and Telehealth Therapy Services.

**Action:** Approved and authorized CAO to sign contract with NAMHS for the Provision of Telepsychiatry and Telehealth Therapy Services for the period October 1, 2022, through September 30, 2025, and a not-to-exceed amount of \$1,260,000.

**Peters Moved, Kreitz Seconded**

**5 Yes, 0 No**

**M22-193**

**G. Amendment to Contract with Municipal Resources Group**

Departments: CAO

Proposed amendment to agreement with Municipal Resources Group, LLC (MRG) pertaining to the provision of human resources, strategic planning and emergency preparedness services.

**Action:** Approved and authorized CAO to sign contract amendment with MRG to increase the contract limit to \$160,000, from \$127,000 for the period through June 30, 2022, and to increase the contract limits to \$150,000, from \$91,500 for the period July 1, 2022, through June 30, 2023, and to \$150,000, from \$75,000 for the period July 1, 2023, through December 31, 2024.

**Peters Moved, Kreitz Second**

**5 Yes, 0 No**

**M22-194**

**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**

**Note:**

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

**A. Resolution Establishing the Community Economic Resiliency Fund Pilot Project**

Departments: Clerk of the Board, Sponsored by Chair Gardner

(Elaine Kabala, Executive Director Eastern Sierra Council of Governments) - Proposed resolution approving a program of work to be known as the "ESCOG: Community Economic Resilience Fund Pilot Program."

**Action:** Adopted proposed resolution R22-104, Approving a program of work to be known as the "ESCOG: Community Economic Resilience Fund Pilot Program."

**Kreitz Moved, Peters Seconded**

**5 Yes; 0 No**

**R22-104**

**Elaine Kabala, Executive Director Eastern Sierra Council of Governments:**

- Presented Item

**Break: 10:30 am**

**Reconvene: 10:42 am**

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

Departments: Public Health

(Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Action:** None.

**Dr. Caryn Slack, Public Health Officer:**

- Presented item.

**Jen Burrows, Deputy Director of Covid Operation/Infection Preventionist**

- Provided update on vaccinations

**C. Employment Agreement - Interim Director of Public Health**

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Kathy Peterson as Interim Director of Public Health, and prescribing the compensation, appointment, and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-105, approving a contract with Kathy Peterson as Interim Director of Public Health, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Note:**

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



**Fiscal Impact:** Total: \$192,818. Salary: \$162,156. Benefits: \$32,662.

**Peters Moved; Corless Seconded**  
**5 Yes, 0 No**  
**R22-105**

**Robert C. Lawton, CAO:**

- Presented Item

**D. Employment Agreement - Human Resources Specialist**

Departments: CAO

(Robert C. Lawton, CAO) - Proposed resolution approving a contract with Nicole Beck as Human Resources Specialist, and prescribing the compensation, appointment, and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-106, approving a contract with Nicole Beck as Human Resources Specialist, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Peters Moved; Kreitz Seconded**  
**5 Yes; 0 No**  
**R22-106**

**Fiscal Impact:** The full cost of salary and benefits for an entire fiscal year is approximately \$72,210, of which \$55,433 is salary and \$16,777 is benefits. This is included in the adopted budget.

**Robert C. Lawton, CAO:**

- Presented Item

**Nicole Beck, Human Resources Specialist:**

- Thanked the Board for the opportunity

**E. Allocation List Amendment - Wildfire Mitigation Coordinator**

Departments: Emergency Management, CAO

(Chris Mokracek, Emergency Management Director) - In May 2022, Mono County was one of eleven California Counties to be awarded \$175,000 to hire a Wildfire Mitigation Coordinator under the 2022 California Fire Safe Council's Cal Fire County Coordinator Grant Program. The objective of the County Coordinator project is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within Mono County containing State Responsibility Area (SRA)

**Note:**

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

lands. This is a limited term, grant funded position with an 18-month performance period. This will fund salary, benefits, and operational expenses from September 15, 2022, to February 28, 2024.

**Action:** Adopted proposed resolution R22-107, Authorizing the County Administrative Officer to amend the list of allocated positions to add one limited term position of Wildfire Coordinator in the department of the County Administrative Officer.

**Gardner Moved, Peters Seconded**

**5 Yes; 0 No**

**R22-107**

**Chris Mokracek, Emergency Management Director:**

- Presented Item.

**F. Clerk-Recorder Proposed Contract with Tyler Technologies**

Departments: Clerk-Recorder

(Scheereen Dedman, Clerk – Recorder – Registrar – Clerk of the Board of Supervisors) - Proposed contract with Tyler Technologies pertaining to software, products, and services for County recording services.

Action: Approved and authorized the County Administrative Officer to sign a contract with Tyler Technologies for a Recording system for the Office of the Clerk-Recorder, for the period of one year after the agreement is signed by all parties.

**Peters Moved, Corless Seconded**

**5 Yes, 0 No**

**M22-195**

**Scheereen Dedman, Clerk-Recorder:**

- Presented Item

**G. 2022/2023 California State Association of Counties (CSAC) Nominations**

Departments: Board of Supervisors

(Scheereen Dedman, Clerk – Recorder – Registrar – Clerk of the Board of Supervisors) - Nomination of a member and alternate to serve on the California State Association of Counties (CSAC) Board of Directors for 2022/2023. Appointment of individuals nominated by the Board is made by the CSAC Executive Committee and appointments are for one year.

**Action:** Nominated Supervisor Peters to serve on the CSAC Board of Directors for the 2022/2023 Association year beginning on November 17, 2022; also, nominated Supervisor Kreitz an alternate member.

**Note:**

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

**Kreitz Moved, Corless Seconded**

**5 Yes, 0 No**

**M22-196**

**Vice Chair Duggan:**

- Introduced Item.

**Currently:**

John Peters – Director

Jen Kreitz – Alternate

**Nominations:**

*Supervisor Peters as Director – by Supervisor Kreitz and seconded by Supervisor Corless*

*Supervisor Kreitz as Alternate – by Supervisor Kreitz and seconded by Supervisor Corless*

**H. Resolution Amending the At-Will Employee Salary Matrix**

Departments: CAO

(Robert C. Lawton, CAO) - A Resolution of the Mono County Board of Supervisors Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify and Change the Title of the Director of Human Resources Position to the Chief People Officer, and Superseding and Replacing R22-98.

Action: Adopted proposed resolution R22-108, Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to Reclassify and Change the Title of the Director of Human Resources Position to the Chief People Officer, and Superseding and Replacing R22-98.

**Gardner Moved, Kreitz Seconded**

**5 Yes, 0 No**

**R22-108**

**Robert C. Lawton, CAO:**

- Presented item.

Moved to Item #9 – Board Reports.

**8. CLOSED SESSION**

*Closed session: 11:56AM*

*Reconvene: 12:13PM*

**CAO Lawton:**

- No Labor Negotiations for Closed Session today

Nothing to report out of Closed Session.

**A. Closed Session - Labor Negotiations**

**Note:**

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

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.

## **9. BOARD MEMBER REPORTS**

### **Supervisor Corless:**

- 9/20: Meeting with Mammoth Disposal
- 9/27: State Wildfire & Forest Resilience Task Force meeting in Grass Valley, focused on the Sierra Nevada region. Introduced new "regional toolkits" for planning forest resilience projects, heard from current landscape level projects in implementation, presentation on funding models and mechanism (including Sierra Nevada Conservancy's Landscape Investment Strategy), presentation led by Mammoth Lakes Mayor Pro-Tem regarding integrating recreation and public access into wildfire/forest/climate resilience planning. Details at [wildfiretaskforce.org](http://wildfiretaskforce.org)
- Town-County Liaison Mtg
- Recommit to regular liaison meetings
- Housing:
  - Possible legislation for next year: RHNA credits for county through projects in town.
  - Funding Sources Solid Waste: Agreement between the Town and county to engage in robust communications about Benton Crossing landfill closure, pre-closure.
- Radio system:CRIS—funding \$3million in new expenditures for county (options include—reserves, financing, federal earmark—language is included in appropriations); imperative is to move forward with CRIS, now under Mocracek.

### **Supervisor Duggan:**

- 9/27 – Attended the Tourism Commission Meeting
- 9/27 – Attend the CSA #1 Meeting
- 9/28 – Tri-Valley Ground Water Management District Meeting
- Requests a meeting on the closure on the Benton Closure Landfill Meeting to discuss the closure plan

### **Supervisor Gardner:**

- No Board Report.

### **Supervisor Kreitz:**

- September 20 - met with representatives of Mammoth Disposal.
- September 26 - Met with CSAC ED to get introduced to the Homelessness Action Team, which I have been appointed to as the HLT Chair.
- September 27 - I attended the Mammoth Lakes Tourism Open House kicking off their new ad campaign.

### **Note:**

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

- September 29 - MLH Housing Navigator interview
- September 30 - 238 SMR Weekly meeting
- October 1 - I volunteered to pick-up litter as part of the Facelift: Act Local 2022 hosted by MLT.
- October 3 - Town County Liaison Meeting. We met to prepare for a meeting in early 2023. Later in the day, I participated the MLH Board meeting. As part of the organization's 20th Anniversary rebranding, the new name for the organization will be Eastern Sierra Community Housing, Inc. Look for a grand roll out to come as staff and the Marketing Community establish a plan. The monthly status report informed us that the affordability gap for condominiums in Mono County year to date, based on sales and a 120% AMI affordability is \$345,000 and \$269,000 for single facility homes. A joint meeting of the MLH Board and the Town Council will take place on Wednesday, October 5th at 4PM.

**Supervisor Peters:**

- 9/26 – Meeting with CSAC Director
- Meeting with Kathrine Freeman from CSAC
- 9/27 – Attended Tourism Commission Meeting
- 9/30 – Attended NACo Rural Action Caucus Meeting
- Attended the Antelope Valley Lions Club Annual Deer Hunters BBQ
- Will be attending the WIR Board Meeting in Ontario, Oregon
- WIR Board will be appointing the Wildland Fire Leadership Council Representative
- Will be giving a presentation on Proposed National Center for Public Lands Counties
- Thursday at 10:30 am meeting of CSAC Grants with the Ferguson Group
- Would like to discuss the Tioga Pass closure

Moved to item #8.

**ADJOURNED in memory of Richard White at 12:14 PM**

**ATTEST**

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**RHONDA DUGGAN  
VICE CHAIR OF THE BOARD**

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**DANIELLE PATRICK  
SENIOR DEPUTY CLERK OF THE BOARD**

**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.

Meeting Location: Board Chambers, 2nd Fl., County Courthouse, 278 Main St., Bridgeport, CA 93517

**Regular Meeting  
October 11, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-197– M22- 198</b>
<b>Resolutions</b>	<b>R22-108</b>
<b>Ordinance</b>	<b>ORD22-10</b>

9:08 AM Meeting called to order by Chair Gardner.

*Supervisors Present: Duggan, Gardner, Kreitz, and Peters. (All attended in person or via teleconference).*

*Supervisors Absent: Corless.*

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 by Supervisor Peters.**

*(In honor of Indigenous People’s Day): “At Friends of the Inyo, we work to protect and care for lands that have been, for over ten thousand years, and still very much are, inhabited by the Paiute (Nuumu), Shoshone (Newe) and Timbisha peoples. Many of these lands are now known by names recognizing people who never set foot here. These lands are called Payahuunadu or Panawe by the Nuumu and Newe peoples, respectively. This land acknowledgment is a recognition of the original inhabitants of the Eastern Sierra and is intended as a show of respect for Native peoples and to surface the often-suppressed colonial history of our country.”*

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

**Scott Burkard:**

- Comment on Item #7b – existing code benefits the county.

**Note:**

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

**Charlotte Lange, Kootzaduka’a Tribal Council Chair:**

- Seven affiliated tribes that have gone to the table with the Park Service, would like to see the seven tribes included on any further discussion on this topic.
- Thankful for the recognition of Indigenous People’s Day.
- Federal Recognition in the works.
- Project – Bodie Hills – Stewardship with BLM – to protect the Pinon trees.

**2. RECOGNITIONS - NONE**

**3. COUNTY ADMINISTRATIVE OFFICER**

**Bob Lawton, CAO:**

- Met with labor negotiator.
- Met with Veterans Services Officer Gordon Greene.
- JEDI meeting.
- Met with Jeff Simpson and Megan Mallowney.
- Met with recruiters to discuss the Chief People Officer position, should have an update next meeting.
- Updating the policy to clarify the difference between Interim vs Acting.
- Updating policies regarding Service Animals in the workplace and the application of bilingual pay.
- John Craig, Assistant County Administrator leaving after accepting a position in the City of Albuquerque.

**4. DEPARTMENT/COMMISSION REPORTS**

**Scheereen Dedman, Registrar of Voters:**

- Explained in-person voting and vote by mail.
- Ballots went out, may have post office delay
- Thanked John Craig for providing mentorship and leadership.

**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. Letter of Support for the Whitebark Institute Grant Application for the Eastern Sierra Climate and Communities Resilience Project (ESCCRP)**

Departments: Clerk of the Board of Supervisors

Letter of support for the White Bark Institute's application Sierra Nevada Conservancy's Wildfire Recovery and Forest Resilience Directed Grant Program. If awarded, the funds will be used to continue work in the Reds Meadow planning area and work to complete another 1,200 acres of thinning and an additional 600 acres of pile burning for a total of 1800 acres treated, nearing the completion of treatments within this high priority conservation watershed on the Inyo National Forest.

**Action:** Approved letter as presented.

**Note:**

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



**Duggan Moved, Peters Seconded**  
**5 Yes; 0 No; 1 absent**  
**M22-197**

**B. Monthly Treasury Transaction Report**

Departments: Finance

Treasury Transaction Report for the month ending 8/31/2022.

**Action:** Approved the Treasury Transaction Report for the month ending 8/31/2022.

**Duggan Moved, Peters Seconded**  
**5 Yes; 0 No; 1 absent**  
**M22-198**

**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. Discussion of Tioga Pass and Yosemite Reservation System Restrictions**

Departments: CAO and Economic Development

(Robert C. Lawton, CAO and Jeff Simpson, Economic Development Director) - Discussion of the decision by the National Park Service in 2022 to close Tioga Pass for all traffic through Yosemite National Park and require any persons passing through to have a reservation.

**Action:** None.

**Robert C. Lawton, CAO:**

- Introduced item.

**Jeff Simpson, Economic Development Director:**

- Presented Item.

**Dennis, Owner of Tioga Gas Mart:**

- Suggested that international travelers should get a welcome pass into the park.

**Wendy Sugimura, Executive Director Local Transportation Commission:**

- The Park Service has been willing to come talk to the County at the 11/7 LTC meeting.

**B. Direction to Accelerate Consideration of Policy Change to Allow Residential Use of RVs**

Departments: CAO, Community Development

(Robert C. Lawton, CAO) - Mono County Governance Handbook protocol for

**Note:**

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

interactions with County staff states, “Board member referrals that are anticipated to involve significant staff time or other resource commitment and/or are a departure from established county or departmental policy require Board approval prior to staff starting work.” Therefore, direction to accelerate a potential change to County regulations which would allow time-limited residential use of recreational vehicles (RVs) in response to a code enforcement case falls under this protocol as it would require significant staff time and is a departure from established policy. Further, if this work is accelerated, it would displace and delay other Community Development Department (CDD) priorities, including work on the County’s transition to a long-haul system for solid waste disposal. Previous Board direction has been given to discuss a broader policy basis for residential use of RVs than just the code enforcement case triggering this urgency, and the policy issues are complex. Staff workflow currently anticipates an initial policy discussion at the Nov. 15 Board meeting, with a solution likely to take longer.

**Action:** None.

**Bob Lawton, CAO:**

- Introduced item

**Wendy Sugimura, Community Development Director:**

- Presented item.

Board directed that the Board take up an initial discussion as anticipated in Community Development’s current workflow on Nov. 15 and follow established enforcement procedures related to the violation.

*Break: 10:52 AM*

*Reconvened: 11:01 AM*

Moved to Item 9 – Board Reports

## **8. CLOSED SESSION**

*Closed Session: 11:01 AM*

*Reconvened: 11:48 AM*

Nothing to report out of 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: 1.

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

**Note:**

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

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

## 9. BOARD MEMBER REPORTS

### Supervisor Corless:

- Absent.

### Supervisor Duggan:

- No Report
- Thanked CAO Lawton, County Counsel Simon, Paul Roten, and Justin Caporusso for the work and communication on the closure of Benton Landfill

### Chair Gardner:

- On Monday Oct. 3, I participated in the monthly meeting of the Eastern Sierra Sustainable Recreation Partnership. Topics at that meeting included status reports about activities of the California Wildfire & Forest Resilience Task Force, the Sierra Nevada Conservancy, and the 30x30 Partnership, as well as updates from each of the partner agencies.
- On Wednesday Oct. 5, I participated in the monthly meeting of the June Lake Citizens Advisory Committee. The main topic at that meeting was discussion of the possibility of making the tennis courts in Gull Lake Park available for Pickle Ball use. As a result of the discussion, we will be having a town hall meeting later this fall or early 2023 for the June Lake community to discuss an overall plan for the park and the Community Center.
- On Friday, Oct. 7, I participated in the monthly meeting of the Kutzadika Tribal Council. The main topic at that meeting was a presentation from the Inyo National Forest about their Over the Snow planning project to be completed in the next few years. Information about this project is on the INF website.
- Finally, yesterday I joined the Mono Basin Housing Committee for a tour of possible sites in the Lee Vining community for housing projects. We looked at the County-owned property next to the Lee Vining Community Center, Eastern Sierra Unified School District property adjacent to Lee Vining High School, and the County Public Works yard on Hwy 395 in Lee Vining.

### Supervisor Kreitz:

- October 5 - I participated on the MLH Board with a joint meeting with the Town Council.
- October 6 - I toured the Sawyer Affordable Housing Development on The Parcel.

### Supervisor Peters:

- Attended the Western Interstate Board of Directors Fall Meeting in Ontario, Oregon.

*Break: 10:52 AM  
Reconvened: 11:01 AM*

Moved to Item 8 - Closed Session

**ADJOURN AT 11:49 AM**

### Note:

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

**ATTEST**

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

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**DANIELLE PATRICK**  
**SENIOR DEPUTY CLERK OF THE BOARD**



**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.

Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

**Regular Meeting  
October 18, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-199 – M22-203</b>
<b>Resolutions</b>	<b>R22-109 – R22-114</b>
<b>Ordinance</b>	<b>ORD22-10</b>

9:06 AM Meeting called to order by Chair Gardner

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended in person).*

*Supervisors Absent: None.*

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

Pledge of Allegiance led by Supervisor Kreitz.

*“As long as autumn lasts, I shall not have hands, canvas, and colors enough to paint the beautiful things that I see.” – Vincent VanGogh*

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

**Eric Edgerton, Tilth Farms:**

- Asked Board to consider eliminating the Cannabis Cultivation Tax.
- Board consensus to have an item added to the agenda to discuss.

**2. RECOGNITIONS**

**Note:**

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

### **A. Proclamation Designating the Month of October 2022 Domestic Violence Awareness Month**

Departments: Clerk of the Board

(Leslie Gaunt, Wild Iris Board Chair, Kyle Osland, Adult Program Services Manager, and Annette Apalatea, Family Services Program Manager.) - Proclamation designating the month of October 2022 as Domestic Violence Awareness Month.

**Action:** Approved proclamation designating the month of October 2022 as Domestic Violence Awareness Month.

**Corless moved, Kreitz seconded**

**5 Yes; 0 No**

**M22-199**

**Kyle Osland, Adult Program Services Manager:**

- Presented Recognition.

### **3. COUNTY ADMINISTRATIVE OFFICER**

**Bob Lawton, CAO:**

- No report.

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

**Jeff Simpson, Economic Development Director:**

- Community Support Grants now available.
- Program details and link to the online application forms can be found here: <https://monocounty.ca.gov/tourismcommission/page/community-support-grant-programs>
- Film Commissioner Liz Grans has been meeting with public agencies (LADWP, SCE, INF, HTNF, BLM, Bodie State Park and private land owners) to discuss filming permits and procedures. Film Commissioner Grans was successful in attracting commercials for Asics, Subaru, TD Ameritrade, Nissan, Chevrolet and Apple this summer.
- Staff has been busy working on Fall Color reporting. We do a weekly update every Wednesday on our tourism website at MonoCounty.org
- Staff along with Supervisor Peters, Supervisor Gardner and Recreation Coordinator Marcella Rose attended the Yosemite Gateway Partner meeting in Yosemite this past Thursday. The park did not make a decision on reservations for next summer but stated they would be doing an extensive public outreach session before the holidays. Park Service representatives will be at the LTC meeting and the Lee Vining Chamber of Commerce meeting on November 7<sup>th</sup>.

**Janet Dutcher, Finance Director:**

- Provided update on balances. Working with CAO Lawton to bring a workshop to the Board.

**Note:**

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

**Kathy Peterson, Social Service Director and Interim Public Health Director:**

- Home Safe Program update.
- Bringing Families Home Program update.
- Discussed vaccine clinics.
- Discussed state of emergency expiration.
- Introduced Rachel Barnett.

**Rachel Barnett, Public Health Equity Officer:**

- Provided work efforts update.
- Discussed her goal – to ensure that all people in Mono County can achieve their highest level of health, regardless of race.

**Kyla Closson, Social Services Staff Services Manager:**

- Attended the CWDA –County Welfare Directors Association of California.

**Chris Mokracek, Emergency Manager:**

- 9/20 – Emergency Management and Homeland Security Grand Workshop.
- 9/27 – Zone Haven Meeting – Evacuation Software.
- 9/29 – Bishop and Mono, Southern California Edison Emergency Action Plan Update.
- 10/6 – Monthly Covid update.
- 10/13 – Antelope Valley CERT Team.
- 10/26 – Multi Causality Incident Training with Mammoth Hospital.
- 10/27 – OES Mutual Aid meeting.
- Ongoing – FEMA training to all county employees.
- Advertising Wildfire Mitigation Coordination position.

**County Counsel Simon:**

- Office is working hard on completing FEMA training – Federal and California training Incident Management.
- Discussed the modifications in the Brown Act regarding teleconference.

**Sheriff Braun:**

- Discussed 911 outage last week in Mono and parts of Kern County – fiber optic line got cut. Non-emergency line was still working and text to 911 was still working.
- If you text to 911 a live person will text back.

## 5. CONSENT AGENDA

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

### A. Board Minutes

Departments: Clerk of the Board

Approval of the Board Minutes from July 12, 2022, Regular Meeting of the Board of Supervisors.

**Action:** Approved the Board Minutes from July 12, 2022, regular meeting of the Board of Supervisors.

**Kreitz Moved, Peters Seconded**

**Note:**

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

**5 Yes; 0 No**  
**M22-200**

**B. Revised Signature Authority for Agreements with State Entities for the Construction of the Mono County Jail in Bridgeport**

Departments: Public Works

With Senate Bill (SB) 844, Mono County was awarded \$25,000,000 to assist in replacing the Mono County Jail in Bridgeport with an adequate facility to serve the County's needs (the "Project"). The use of the awarded SB 844 funds requires Mono County to enter into numerous agreements with state entities. This resolution identifies the signature authority as the Chief Administrative Officer.

**Action:** Adopted resolution R22-109, Authorizing entry into agreements with State entities for the construction of the new Mono County jail in Bridgeport.

**Kreitz Moved, Peters Seconded**

**5 Yes; 0 No**  
**R22-109**

**C. Memorandum of Understanding with California Department of Social Services (CDSS) for Access to The Work Number System**

Departments: Social Services

Memorandum of Understanding to allow the California Department of Social Services to provide Mono County access to The Work Number, an online employment and wage verification system for the purpose of determining eligibility in the California Work Opportunity and Responsibility to Kids (CalWORKs) and CalFresh programs.

**Action:** Approved the proposed MOU with the California Department of Social Services for use of The Work Number® employment and income verification service; and authorized the County Administrative Officer to execute the MOU on behalf of the County and make future non-substantive amendments to the MOU as needed.

**Kreitz Moved, Peters Seconded**

**5 Yes; 0 No**  
**M22-201**

**D. Rural County Emergency Response (ER) Stipend for Social Workers and Supervisors**

Departments: Social Services

**Note:**

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



In 2021 the Social Services Department opted into a \$129,000 allocation, appropriated by the State Budget Act of 2021, to enhance child welfare Emergency Response (ER) services. The purpose of this item is to seek Board of Supervisor approval to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors.

**Action:** Adopted Resolution R22-110, approving a side letter Agreement between Mono County and Mono County Public Employees Union Local 39 to create a Rural County ER Stipend for Social Workers and Social Worker Supervisors. Authorized the Board Chair to execute said Agreement on behalf of the County.

**Kreitz Moved, Peters Seconded**

**5 Yes; 0 No**

**R22-110**

#### **E. Resolution Adopting Amended Travel, Per Diem and Meal Policy**

Departments: County Counsel

Proposed resolution adopting amended Comprehensive Policy for Travel, Per Diem (Meal) and Food and Beverage Policy. This is a housekeeping item to update language in the current Policy related to meal reimbursement for employees who work 12 or more consecutive hours. Reimbursement rates do not change.

**Action:** Adopted proposed resolution R22-111, Amending the comprehensive policy for travel, per diem (meal) and food and beverage reimbursement and superseding and replacing resolution R20-27.

**Kreitz Moved, Peters Seconded**

**5 Yes; 0 No**

**R22-111**

#### **6. CORRESPONDENCE RECEIVED**

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

##### **A. Northern Mono Chamber of Commerce - Letter**

Departments: Clerk of the Board, Sponsored by Supervisor Peters

Correspondence Received letter from Northern Mono Chamber of Commerce regarding October 11, 2022, meeting, Discussion of Tioga Pass and Yosemite Reservation System Restrictions.

**Supervisor Peters:**

- Provided background.

**Note:**

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

**Debbie Bush, Northern Mono Chamber of Commerce President:**

- Discussed how North County has been affected.

**Break:** 10:00 AM

**Reconvened:** 10:10 AM

## 7. REGULAR AGENDA - MORNING

### A. PUBLIC HEARING: Authorizing the Application for the Permanent Local Housing Allocation Plan Non-Entitlement Local Government Competitive Component

Departments: CAO

(Sanjay Choudhrie, Housing Opportunities Manager) - Public hearing and adoption of a resolution creating the Permanent Local Housing Allocation plan and authorizing staff to apply for and administer PLHA grant.

**Action:** Approved Resolution R22-112, Authorizing the application and adopting the Permanent Local Housing Allocation plan for the Permanent Local Housing Allocation program.

**Kreitz Moved, Duggan Seconded**

**5 Yes; 0 No**

**R22-112**

Public hearing opened: 10:14 AM

**Sanjay Choudhrie, Housing Opportunities Manager:**

- Presented item.

Public hearing closed: 10:15 AM

### B. COVID-19 (Coronavirus) Update

Departments: Public Health

(Dr. Caryn Slack, Public Health Officer) - Update on Countywide response and planning related to the COVID-19 pandemic.

**Action:** None.

**Jennifer Burrows, Deputy Director of Covid Operations / Infection Preventionist:**

- Presented item.
- Discussed flu vaccine.

### C. Employment Agreement - Child and Adult Services Manager

Departments: Social Services

(Kathy Peterson, Social Services Director) - Proposed resolution approving a

**Note:**

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

contract with Michelle Raust as Child and Adult Services Manager, and prescribing the compensation, appointment, and conditions of said employment.

**Action:** Announced Fiscal Impact. Approved Resolution R22-113, Approving a contract with Michelle Raust as Child and Adult Services Manager, and prescribing the compensation, appointment, and conditions of said employment. Authorized the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** The total cost of salary and benefits for FY 2022-23 is approximately \$149,929 of which \$115,242 is salary, and \$34,687 is benefits. Costs related to this request are largely funded by a combination of state and federal funds and have been included in the approved FY 2022/2023 budget for the department.

**Duggan Moved, Kreitz Seconded**

**5 Yes; 0 No**

**R22-113**

**Kathy Peterson, Social Services Director:**

- Presented item.

#### **D. Superintendent of Schools Report**

Departments: Mono County Office of Education

(Dr. Stacey Adler, Superintendent of Schools) - Dr. Stacey Adler, Superintendent, will present her regular update to the Mono County Board of Supervisors, including but not limited to the topics of: Current district enrollment; Status of MUSD superintendent search; Arts education; Social/emotional learning/mental health assistance; and status of preschool.

**Action:** None.

**Dr. Stacey Adler, Superintendent of Schools:**

- Presented item.

#### **E. Human-Wildlife Conflict in Mono County**

Departments: Board of Supervisors

(Daniel Taylor, CDFW Human-Wildlife Conflict Specialist) - Presentation by Daniel Taylor, California Department of Fish and Wildlife (CDFW) Human-Wildlife Conflict Specialist, regarding historical human-wildlife conflict in Mono County as well as CDFW black bear and mountain lion polices and preventive measures for reducing human-wildlife conflict.

**Action:** None.

**Daniel Taylor, CDFW Human-Wildlife Conflict Specialist:**

- Presented item.

**Note:**

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

**David Hamilton, Wildlife Biologist for Bridgeport Ranger District:**

- Discussed Twin Lakes/Bridgeport area and the Keep Bear Aware Program – education of campers.

**Marcella Rose, Mono County Outdoor Recreation Manager:**

- Will be pursuing local ordinances – food storage and bear safety.

**Paul McFarland:**

- Recommends Public Work staff to review existing Solid Waste Franchise agreements – so the language is constant.

Moved to Item #8 – Closed Session.

**F. Addressing Deaths of Despair: Suicide and Unintentional Overdose Deaths and Prevention Strategies**

Departments: Behavioral Health

(Robin K. Roberts, Behavioral Health Director) - Presentation by Robin K. Roberts, MFT, director of Mono County Behavioral Health regarding deaths by suicide and Strategies will be discussed.

Action: None.

**Robin K. Roberts, Behavioral Health Director:**

- Presented item.

Sheriff Braun:

- Discussed who would be reported/determined if death was a suicide.

**8. CLOSED SESSION**

*Closed Session: 12:01 PM*

*Reconvened: 12:27 PM*

Nothing to report out of Closed Session

Moved to Item #7f.

**A. Closed Session - Labor Negotiations**

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

**Note:**

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

## 9. REGULAR AGENDA - AFTERNOON

### A. PUBLIC HEARING: Community Development Block Grant CV-1 Application Amendment

Departments: Economic Development

(Jeff Simpson, Economic Development Director and Jeff Lucas, Principal at Community Development Services) - Public hearing regarding Community Development Block Grant (CDBG) CV-1 Application Amendment.

**Action:** Approved Resolution R22-114, Approving an amendment to the standard agreement for the 2020 Community Development Block Grant program Coronavirus Response round 1 (CDBG-CV1) NOFA dated June 5, 2020.

**Peters Moved, Duggan Seconded**

**5 Yes; 0 No**

**R22-114**

**Jeff Simpson, Economic Development Director:**

- Presented item.

*Public hearing opened: 1:19 PM*

*Public hearing closed: 1:20 PM*

### B. Mono County Behavioral Health FY 2022-2023 Mental Health Services Act (MHSA) Annual Update Mid-Year Revision with New Innovation Plan

Departments: Behavioral Health

(Amanda Greenberg, Behavioral Health Program Manager) - Presentation by Amanda Greenberg regarding a Mid-Year Revision to the MHSA FY 22-23 Annual Update. This Mid-Year Revision is substantively the same as the previously approved Annual Update but includes a new Innovation Plan.

**Action:** Approved Annual Update Mid-Year Revision.

**Peters Moved, Duggan Seconded**

**5 Yes; 0 No**

**M22-203**

**Amanda Greenberg, Behavioral Health Program Manager:**

- Presented item.

## 10. BOARD MEMBER REPORTS

**Supervisor Corless:**

- 10/6: Served as Panelist at a virtual event organized by Public Health Advocates,

**Note:**

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

called Racism is a Public Health Crisis: How Declarations Can Make Dollars and Sense.

- 10/7: RCRC Cannabis Ad-Hoc: revised RCRC's policy principles and assembling state budget requests around enforcement, regulatory relief/support for legal cannabis industry.
- 10/14: Eastern Sierra Council of Governments: approved agreement with Alta Planning for Towns to Trails project planning, amended existing contracts, reported approval of CERF pilot program by all member entities.
- 10/17: YARTS workshop: members of JPA board, advisory committee, park service representatives met in Yosemite Valley to discuss ways to fund YARTS sustainably current funding is not adequate to support YARTS long term.
- RCRC and affiliate appointments: request that the board wait until January to appoint RCRC/GSFA delegate; ESJPA could be appointed sooner, separately (doesn't have to be the same supervisor on RCRC and ESJPA), if desired but I would like to stay on RCRC board through 2022.

**Supervisor Duggan:**

- 10/12 – Participated in the monthly NACo meeting of Energy Environment and Land Use.
- Participated in RCRC Environmental Service and ESJPA meeting via zoom.
- Discussed the Clean California Initiative and free dump days.
- Attended Eastern Sierra Transit Authority Board meeting.

**Supervisor Gardner:**

- On Wednesday Oct. 12 I participated in the monthly meeting of the Mono Basin RPAC. Topics at that meeting included the Hawthorne, Nevada, Army Depot detonation program and the possibility of establishing a dog leash law in Mono City.
- On Thursday, Oct. 13 I attended with Supervisor Peters the quarterly meeting of the Yosemite Gateway Partnership in Yosemite Valley. We heard a presentation from the CEO of Visit California and received an update from various Yosemite Park staff. The staff indicated they have not decided yet about continuing the reservation system for 2023.
- On Friday Oct. 14 I participated with Supervisor Corless in a meeting of the Eastern Sierra Council of Governments Board. Topics at that meeting included updates on the Community Economic Resiliency Fund Pilot Program, a presentation from Blue Forest Conservation about options for funding forest treatment and other projects, and approval of an agreement for to begin planning and design for Trails Planning services for an Eastern Sierra Trails-to-Towns Plan.
- Also, on Friday the 14<sup>th</sup> I participated with Supervisor Duggan in a meeting of the Eastern Sierra Transit Authority Board. Topics at that meeting included regular operations and financial updates, a review of proposed revised Mammoth routes, and approval of a job-sharing program with the Town of Mammoth Lakes.
- Yesterday, I again drove to Yosemite Valley for a meeting with Supervisor Corless of the Yosemite Area Regional Transportation System. This was a special meeting to review YARTS overall financial status for the next several years. In summary, YARTS will be about \$1M short if it is to fulfill its operational and capital needs in the future. We discussed options for meeting this funding gap in the next year or two. There will

**Note:**

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

be more discussion about this situation in the next few months.

- Finally, last evening we held the seventh and last Citizens Wildfire Academy session. The topic was the availability of fire insurance for Eastern Sierra residents. We had two speakers from the California Department of Insurance. The most important point they made was that residents should contact the Dept, either online or at their phone contact, with concerns and questions about their fire insurance.

**Supervisor Kreitz:**

- October 12 - NAC0 Community Economic & Workforce Development Committee meeting. Later in the evening, I attended a MUSD candidate forum.
- October 13 - I participated in the CCP report writing group meeting.
- October 14 - I attended the weekly MLH development committee meeting
- October 17 - I chaired the Eastern Sierra Continuum of Care meeting.

**Supervisor Peters:**

- Attended Yosemite Gateway Partners meeting.
- Attended Eastern Sierra Transit Authority Board
- Met with Megan Mallowney, District Ranger and Scott Greene, Archeologist of State Parks.
- Discussed transition of Northern Mono County Hospice looking for volunteers.
- Support Supervisor Corless moving forward with RCRC.

**ADJOURNED at 2:05 PM**

**ATTEST**

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

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**DANIELLE PATRICK**  
**SENIOR DEPUTY CLERK OF THE BOARD**

**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**

Meeting Location: Mono Lake Room, 1st Fl., County Civic Center, 1290 Tavern Rd., Mammoth Lakes, CA 93546

**Special Meeting  
October 21, 2022**

<b>Backup Recording</b>	<b>Zoom</b>
<b>Minute Orders</b>	<b>M22-204</b>
<b>Resolutions</b>	<b>R22-115 Not Used</b>
<b>Ordinance</b>	<b>ORD22-11 Not Used</b>

11:12 AM Meeting called to order by Chair Gardner.

*Supervisors Present: Corless, Duggan, Gardner, Kreitz, and Peters (all attended in person or via zoom).*

*Supervisors Absent: Supervisor Duggan after 12:00 PM*

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

Pledge of Allegiance led by Supervisor Kreitz.

**Eric Ramakrishnan, Special Counsel:**

- Recommended changing the order of items on the agenda.

*"If you see what is right and fail to act on it, you lack courage," Confucius.*

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

**Tom Hodges:**

- Strongly supports of the purchase of property in June Lake.

**Paul McFarland:**

- Supports this project for all the reasons that Tom said.

Moved to Item #2b.

**Note:**

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



## 2. AGENDA ITEMS

### A. Purchase of Property in June Lake for Affordable/Workforce Housing

Departments: CAO

(Robert C. Lawton, CAO and Sanjay Choudrie, Housing Opportunities Manager)

**Action:** Approved request from Mammoth Lakes Housing (MLH) to conditionally commit to loan MLH \$2.6 million for the purpose of acquiring developed property at 132 Bruce Street in June Lake (015-102-024-000).

**Kreitz moved, Corless seconded**

**5 Yes; 1 No; 1 Absent**

**M22-204**

**Chair Gardner:**

- Introduced item.

**Patricia Robertson, Executive Director Mammoth Lakes Housing:**

- Presented item. Provided a summary of the proposal and background

**Robert C. Lawton, CAO:**

- Gull Lake Lodge has been among the portfolio of potential projects that has been reviewed for workforce housing.

**Janet Dutcher, Finance Director:**

- Source of funding has yet to be determined.

**Supervisor Peters:**

- Ask about this project and what other projects are in the portfolio, asked to talk about other projects.

**Supervisor Corless:**

- In support of the item.

**Supervisor Kreitz:**

- In support of the item.

**Supervisor Peters:**

- No further comment.

**Chair Gardner:**

- In support of the item.

**Moved to Adjournment.**

### B. Closed Session - Real Property Negotiations

**Note:**

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

CONFERENCE WITH REAL PROPERTY NEGOTIATORS. Government Code section 54956.8. Property: 132 Bruce Street, June Lake, CA (APN 015-102-024-000). Agency negotiator: Robert C. Lawton and Patricia Robertson. Negotiating parties: Property Owner, Mammoth Lakes Housing/Mono County. Under negotiation: price and terms of sale.

*Closed Session: 11:20 AM*

*Reconvened: 12:03 PM*

*Nothing to report out of Closed Session.*

*Supervisor Duggan – left meeting at 12:00 PM, after Closed Session.*

Moved to item #2a.

**ADJOURNED at 12:26 PM**

**ATTEST**

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

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**DANIELLE PATRICK**  
**SENIOR DEPUTY CLERK OF THE BOARD**

**Note:**

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



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

## **REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Behavioral Health Advisory Board  
Appointment

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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### **AGENDA DESCRIPTION:**

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

Mono County Behavioral Health Advisory Board Appointments. The mission of the Behavioral Health Advisory Board (BHAB) is to support individuals by promoting recovery, self-determination, and wellness in all aspects of life. The Board advises and evaluates the various functions and policies of the Behavioral Health Department that are under the direction of the Behavioral Health Director and jurisdiction of the Mono County Board of Supervisors (BOS).

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### **RECOMMENDED ACTION:**

Make the following appointments to the Mono County Behavioral Health Advisory Board: Stacey Powells Lyster, Stacy Corless, and Marcella Rose to a three-year term. Make the following re-appointments to the Mono County Behavioral Health Advisory Board: Dirk Addis and Rolf Knutson. All terms expire January 31, 2026.

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### **FISCAL IMPACT:**

None noted.

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**CONTACT NAME:** Scheereen Dedman

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

---

### **SEND COPIES TO:**

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### **MINUTE ORDER REQUESTED:**

YES  NO

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### **ATTACHMENTS:**

Click to download
<input type="checkbox"/> <a href="#">Application - Stacey</a>
<input type="checkbox"/> <a href="#">Application - Marcella</a>
<input type="checkbox"/> <a href="#">Application - Stacy Corless</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/10/2023 5:33 PM	County Counsel	Yes
1/12/2023 4:05 PM	Finance	Yes
1/13/2023 1:49 PM	County Administrative Office	Yes

# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

<b>DATE</b>	October 20, 2022
<b>NAME</b>	Stacey Powells Lyster
<b>POSITION APPLIED FOR:</b>	
Behavioral Health Advisory Board Member	

<b>RESIDENCE ADDRESS</b>	[REDACTED]
<b>PHONE</b>	[REDACTED]
<b>BUSINESS ADDRESS</b>	PO BOX 2233, Mammoth Lakes, CA
<b>PHONE</b>	[REDACTED]
<b>OCCUPATION</b>	Author and Wedding Officiant

How did you learn of the opening? Carolyn Baillet

**Please state briefly any experience of which you feel will be helpful when you serve in this appointment:** Several years as a journalist for the Mammoth Times and News Director for KMMT allowed me to interview various members of the Mono County Behavioral Health Dept, giving me a greater understanding of the services and outreach of the department. Also, in my recently published book, I talk about my mental health journey so I am familiar with the necessity for the services provided by the Behavioral Health Department. I also have several family members who have struggled with mental health issues.

Other information may be submitted by resume if desired.

**Summary of background and skills:** See above and include communication, writing skills, and public speaking. \_\_\_\_\_

**Professional experience:** Music licensing and Clearance Professional since 1984. Published author/journalist since 1996.

**Education:** Bachelor of Arts – Humboldt State University

Professional and/or community organizations: I have supported several of the local community organization such as Disabled Sports Eastern Sierra, the local theater community and the Southern Mono Historical District.

Personal interests and hobbies: Writing, Hiking, traveling, reading, pickleball, spending time with family and friends

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

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5530.

Please return application to:

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

Glady Falls Gyster  
Signature

10/20/2022  
Date

# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

<b>DATE</b>	10/27/2022
<b>NAME</b>	Marcella Rose
<b>POSITION APPLIED FOR:</b>	
BHAB Board Member	

<b>RESIDENCE ADDRESS</b>	[REDACTED]
<b>PHONE</b>	[REDACTED]
<b>BUSINESS ADDRESS</b>	74 North School Street Bridgeport, CA 93517
<b>PHONE</b>	[REDACTED]
<b>OCCUPATION</b>	Mono [REDACTED] Sustainable Recreation Coordinator

How did you learn of the opening? Previously worked in the Behavioral Health Dept. \_\_\_\_\_

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: Lived experience around/with various Behavioral Health conditions; previously worked for MCBH so understanding of how a BH system works.

Other information may be submitted by resume if desired.

Summary of background and skills: Passionate about the work the BH dept does. Knowledge of inner workings of County BH Dept. Experience dealing with people with substance use disorder, familiarity with various MH conditions.

Professional experience: Staff Services Analyst, Mono County Behavioral Health Dec 2020 – October 2022.

Education: B.S. Geographic Information Services; M.A. Geography; AA – Business Administration; AA – Humanities; taken courses in addiction studies.

Professional and/or community organizations: CSUN Geography Club

Personal interests and hobbies: Being outdoors, hiking, backpacking, cooking, journaling, crafting. Interest in stigma reduction for MH services, interest in MH data trends.

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

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5530.

Please return application to: Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

  
Signature

10/27/2022  
Date



# MONO COUNTY APPLICATION FOR APPOINTMENT TO BOARDS/COMMISSIONS/COMMITTEES

<b>DATE</b>	January 5, 2023
<b>NAME</b>	Stacy Corless
<b>POSITION APPLIED FOR:</b>	
Behavioral Health Advisory Board	

<b>RESIDENCE ADDRESS</b>	
<b>PHONE</b>	
<b>BUSINESS ADDRESS</b>	
<b>PHONE</b>	
<b>OCCUPATION</b>	Sierra Business Council, Government Affairs Director

How did you learn of the opening? Serving on the Behavioral Health Advisory Board

Please state briefly any experience of which you feel will be helpful when you serve in this appointment: I served on BHAB during my tenure on the Board of Supervisors. This is still an area of interest for me, and it is my understanding that there is a need for community members to serve on BHAB.

Other information may be submitted by resume if desired.

Summary of background and skills: \_\_\_\_\_  
Related to BHAB, I have extensive training (through California Association of Local Behavioral Health Boards and Commissions and California Institute for Behavioral Health Solutions) on the role and function of county behavioral health boards, and served on the board of CA Association of Local Behavioral Health Boards and Commissions for 3 years.

Professional experience: \_\_\_\_\_  
8 years as a member of Mono County Board of Supervisors

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Education: \_\_\_\_\_  
M.A., UC Berkeley

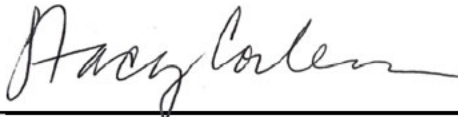
Professional and/or community organizations: \_\_\_\_\_  
Board member, Mono Arts Council and Eastern Sierra Conservation Corps

Personal interests and hobbies: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

If you desire a personal interview or wish to address the Board, you may contact the Board of Supervisor's Office directly at (760) 932-5530.

Please return application to: Clerk of the Board  
County of Mono  
P. O. Box 715  
Bridgeport, CA 93517

  
\_\_\_\_\_  
Signature

1/9/23  
\_\_\_\_\_  
Date



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: Sheriff**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**SUBJECT** FY 2023-24 Boating Safety and  
Enforcement Financial Aid Program  
Application

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

Approve Resolution R23-\_\_\_, Authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for FY 2023/24.

**FISCAL IMPACT:**

The award will not exceed \$136,017. There is no match requirement for this grant. In previous years, this grant was used to pay on-going costs associated with regular boating patrol on 23 lakes and to enforce California boating laws applicable to our area. Past grant expenditures include salaries, overtime, benefits, maintenance, supplies, training, vehicle expenses, utilities, and occasionally replacement of equipment. Costs incurred and not covered by the grant are transferred to the Sheriff's budget.

**CONTACT NAME:** Ingrid Braun

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>

[Application](#)

[Tax Certificate](#)

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/9/2023 9:37 AM	County Counsel	Yes
1/12/2023 4:23 PM	Finance	Yes
1/13/2023 1:52 PM	County Administrative Office	Yes

**MONO COUNTY**  
**SHERIFF**  
*A Commitment to Community Safety and Service*



**Ingrid Braun**  
Sheriff-Coroner

**MONO COUNTY SHERIFF'S OFFICE**

DATE: January 17, 2023  
TO: The Honorable Board of Supervisors  
FROM: Ingrid Braun, Sheriff-Coroner  
SUBJECT: California Department of Parks and Recreation, Division of Boating and Waterways, Fiscal Year 2023-2024 Boating Safety and Enforcement Financial Aid Program Agreement

**RECOMMENDATION:**

Approve Resolution 23-xx authorizing the Mono County Sheriff-Coroner, Mono County Sheriff's Office Emergency Services Coordinator, and/or the Mono County Sheriff's Office Finance Officer to apply for and administer the Boating Safety and Enforcement Financial Aid Program Agreement for Fiscal Year 2023-24. The Boating Safety and Enforcement Financial Aid Program Agreement will not exceed \$136,017.52.

**DISCUSSION:**

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

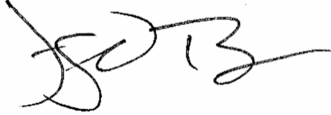
The California Department of Parks and Recreation, Division of Boating and Waterways, has requested a governing body resolution for participation in the Boating Safety and Enforcement Financial Aid Program Agreement. The resolution should specifically identify the following personnel as administrators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

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

**FINANCIAL IMPACT:**

This resolution will assist with meeting the program guidance for participation in the Boating Safety and Enforcement Financial Aid Program Agreement for Fiscal Year 2023-2024. When the agreement is awarded, the award will not exceed \$136,017.52. There is no match requirement for this grant.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'IB', with a stylized flourish extending to the right.

Ingrid Braun, Sheriff-Coroner



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE COUNTY'S PARTICIPATION IN THE FY 2023-2024  
CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS GRANT  
PROGRAM AND DESIGNATING THE SHERIFF-CORONER AS AN AUTHORIZED  
AGENT TO SIGN FOR AND ADMINISTER THE GRANT**

**WHEREAS**, Mono County, a political subdivision of the State of California, wishes to participate in the 2023-2024 California Department of Boating and Waterways grant program and to authorize the Mono County Sheriff-Coroner to act as its agent to apply for and administer grants thereunder; and

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

**SECTION ONE:** The County of Mono's participation in the 2023-2024 California Department of Boating and Waterways grant program is hereby authorized.

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

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

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023,  
by the following vote, to wit:

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

---

Rhonda Duggan, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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Clerk of the Board

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County Counsel





## Application for Financial Aid -- 801 Fiscal Year 2023/2024

Agency                     Mono County Sheriff                    

County                     Mono                    

Address                     POB 616, Bridgeport, CA 93517                    

**General Description of Boating Safety and Enforcement Programs:**

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

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

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

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

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

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

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





## Boating Safety and Enforcement Aid Program Proposed Personnel Costs -- 801.2 Fiscal Year 2023/2024

Agency Mono County Sheriff County Mono

### Proposed Personnel Costs

**Employee Compensation**

	Title	Grade	No. Hours or Months	Pay per Hour or Month	Total Compensation
1.	Deputy Sheriff**	DSA - EE	6.00	\$7,536.00	\$45,216.00
2.	Deputy Sheriff	DS-OT	400.00	\$76.52	\$30,608.00
3.	Public Safety Officer	PSO - OT	100.00	\$42.23	\$4,223.00
4.					
5.					
6.	**Fringe Benefit 58%				\$29,615.52
7.					
8.					
9.					
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17.					
18.					
19.					
20.					
21.	Total		506.00		\$109,662.52

22. Average Customary Fringe Benefit Percent \_\_\_\_\_

23. Total Proposed Personnel Costs \$109,662.52







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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: Clerk of the Board**

**TIME REQUIRED**

**SUBJECT** Letter Regarding Dog Leash Laws in  
Mono City

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Letter received from Mono City resident regarding dog leash laws in Mono City, as requested to be agendized by Supervisor Kreitz at the January 3, 2023 meeting.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Danielle Patrick

**PHONE/EMAIL:** 7609325535 / despinosa@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Letter</a>

**History**

Time	Who	Approval
1/11/2023 4:36 PM	County Counsel	Yes
1/12/2023 4:27 PM	Finance	Yes
1/13/2023 1:52 PM	County Administrative Office	Yes

RECEIVED \* please add this letter to the agenda of your next Board of Supervisors Mtg.

DEC 2 2 2022

12/2022

Dear Mono County Board of Supervisors -

OFFICE OF THE CLERK  
You have quite a few of us very confused here in Mono City. It would appear as though you do not think that our community of +85 homes has any alliance to the town of Lee Vining. Mono City shares the same zip code, post office, and community center with Lee Vining. Yet somehow you believe that we do not share the same ordinances? How is this possible?

We fail to understand how you will not grant Mono City a leash law ordinance when Lee Vining and all other neighbouring communities have an animal leash law.

Unleashed dogs in Mono City is a growing problem! These unleashed dogs roam the area chasing wildlife, chasing pedestrians and children, and go unchecked in regard to where they defecate.

Where does the Board of Supervisors stand on this issue? The last we heard was that you were leaving it up to the community. Really? Did you leave such an important ordinance up to the community of June Lake to decide? Do you let all governing go to a popular vote as a board in charge of supervising the county? It seems foolish. And it feels as though you do not respect our community as you turn a blind eye to Mono City dog owners whom are too lax in controlling and leashing their pets when off their property. Please impose and publicly announce a leash law in Mono City!



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: Clerk of the Board**

**TIME REQUIRED** 30 minutes

**SUBJECT** Winter Seasonal Outlook  
Presentation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Smallcomb, National Weather  
Service (NWS) Reno

**AGENDA DESCRIPTION:**

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

Presentation by Chris Smallcomb of the National Weather Service in Reno regarding the 2022/23 Winter Weather Outlook.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None noted.

**CONTACT NAME:** Danielle Patrick

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
1/5/2023 1:46 PM	County Counsel	Yes
1/4/2023 1:12 PM	Finance	Yes
1/13/2023 1:59 PM	County Administrative Office	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: Emergency Management and County Counsel**

**TIME REQUIRED** 5 minutes

**PERSONS** Chris Beck, Assistant County Counsel

**SUBJECT** Ratification of Emergency  
Proclamation

**APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed Resolution of the Mono County Board of Supervisors Ratifying Proclamation of Local Emergency and Declaring a Continued State of Local Emergency Due to Severe Winter Snowstorms Which Commenced on December 27, 2022.

**RECOMMENDED ACTION:**

Adopt proposed resolution R23-\_\_\_, Ratifying Proclamation of Local Emergency and Declaring a Continued State of Local Emergency Due to Severe Winter Snowstorms Which Commenced on December 27, 2022.

**FISCAL IMPACT:**

None noted.

**CONTACT NAME:** Chris Beck

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">Emergency Declaration</a>

**History**

Time	Who	Approval
1/11/2023 2:00 PM	County Counsel	Yes

1/12/2023 4:29 PM

Finance

Yes

1/13/2023 1:55 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsels**  
Anne L. Frievalt  
Christopher L. Beck

**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: Office of the Mono County Counsel

Date: January 17, 2023

Re: Proclamation of Local Emergency

**Recommended Action:** Ratify the Proclamation of Local Emergency Due to Severe Winter Storms issued by Mono County Director of Emergency Services on January 10, 2023.

**Fiscal Impact:** The fiscal impact, if any, is not yet known.

**Discussion:** Chapter 2.60 of the Mono County Code empowers the Mono County Director of Emergency Services to proclaim the existence of a local emergency in accordance with Government Code Section 8630 when there exists conditions of disaster or of extreme peril to the safety of persons and property within the County which, by reason of their magnitude, are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the County and require the combined assistance of other political subdivisions.

Over the course of the last two weeks, Mono County has been the recipient of several large storms which brought blizzard-like conditions, dropping several feet of snow throughout the County. The series of extreme winter storms began near the end of December and look to remain through at least January 19, 2023. The storms that impacted Mono County were powerful and quickly overwhelmed the resources of governmental entities within Mono County. The storms resulted in multi-day road closures of the state highways in Mono County, preventing the delivery of groceries, propane, medications, and other goods. Many travelers were stranded and required assistance from the Mono County Sheriff's Office, and other local agencies. There is also potential damage to structures and infrastructure, of which the full impact may not be realized for months as snowmelt reveals damage. These conditions are beyond the control of the services, personnel, equipment, and facilities of Mono County.

Based on the impacts of the storms, the need for additional resources, and the potential for additional damage, Director of Emergency Services, Sheriff Ingrid Braun, and Deputy

Director of Emergency Services, Chris Mokrcek, issued an Emergency Services Proclamation on January 10, 2023. The Emergency Services Proclamation is set to expire seven days from the date of issuance, unless confirmed and ratified by the Board of Supervisors. The attached Resolution not only ratifies the January 10, 2023 Proclamation, but also declares a continued local emergency.

**ATTACHMENT:**

- 1) Associated Resolution
- 2) Mono County Director of Emergency Services Proclamation of Local Emergency Due to Severe Winter Storms Commencing January 9, 2023.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL EMERGENCY AND DECLARING A  
CONTINUED STATE OF LOCAL EMERGENCY DUE TO SEVERE WINTER  
SNOWSTORMS WHICH COMMENCED ON JANUARY 9, 2023**

**WHEREAS**, the Mono County Sheriff/Director of Emergency Services did, on January 10, 2023, issue a proclamation declaring a state of local emergency in the County of Mono as a result of a severe winter snowstorms commencing on January 9, 2023, which prevented emergency access, closed roads, stranded travelers, and exceeded the ability of Mono County road and safety crews to respond; and

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

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

**NOW, THEREFORE**, the Board of Supervisors of the County of Mono hereby finds and resolves that the emergency conditions described herein will require additional resources, services, personnel, equipment, and other assistance, including the combined forces of the mutual aid region, to mitigate. These resources are necessary to address immediate threats and to assist in recovery efforts and the Board hereby ratifies the January 10, 2023, proclamation of local emergency made by the Sheriff/Director of Emergency Services and declares a continued state of local emergency in the County.

**BE IT FURTHER RESOLVED THAT** Mono County requests to be added to the list of named counties impacted by severe winter storms during this time period in the Governor's Emergency Proclamation, dated January 4, 2023. Mono County additionally requests consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act and any and all recovery assistance the State of California can provide

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**PASSED, APPROVED and ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2023, by  
the following vote, to wit:

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

\_\_\_\_\_  
RHONDA DUGGAN, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**MONO COUNTY DIRECTOR OF EMERGENCY SERVICES  
PROCLAMATION OF LOCAL EMERGENCY DUE TO SEVERE WINTER STORMS  
COMMENCING JANUARY 9, 2023**

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

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

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

1. that conditions of disaster and/or extreme peril to the safety of persons and property have arisen within said County, caused by a series of extreme winter snowstorms, which began on January 9, 2023, bringing substantial rain and snowfall, flooding and damaging winds. The series of storms caused power outages and multi-day road closures, which preclude the delivery of propane, groceries, and other goods to Mono County; and
2. that these conditions are beyond the control of the services, personnel, equipment, and facilities of said County, and;

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

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

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

Signature: <u><i>[Signature]</i></u> Signature: <u><i>[Signature]</i></u> Dated: <u>1/10/2023</u>	By: Ingrid Braun/Chris Mokracek Mono County Sheriff-Coroner and Director of Emergency Services/ Deputy Director of Emergency Services
---	--



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: County Counsel**

**TIME REQUIRED** 5 minutes

**PERSONS APPEARING BEFORE THE BOARD** Stacey Simon, County Counsel

**SUBJECT** Resolution Making Findings under AB 361 - Related to Remote Meetings

**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 January 17, 2023, through February 16, 2023.

**RECOMMENDED ACTION:**

Adopt proposed resolution R23-\_\_\_, 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 January 17, 2023, through February 16, 2023.

**FISCAL IMPACT:**

None noted.

**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"/> <a href="#">Staff report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Recommendation</a>

**History**

Time	Who	Approval
1/5/2023 1:43 PM	County Counsel	Yes



1/4/2023 1:12 PM

Finance

Yes

1/13/2023 1:58 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Christopher L. Beck  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

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

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Re: Resolution Making Findings Under AB 361 through February 16, 2023

**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 January 17, 2023 through February 16, 2023.

**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 February 16, 2023.

In order to continue to meet under those modified rules after that date, 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.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
MAKING FINDINGS UNDER AB 361 FOR  
THE PERIOD OF JANUARY 17, 2023, THROUGH FEBRUARY 16, 2023**

**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 February 16, 2023.

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.

8           **PASSED, APPROVED and ADOPTED** this 17th day of January, 2023, by the  
9 following vote, to wit:

10 **AYES:**

11 **NOES:**

12 **ABSENT:**

13 **ABSTAIN:**

\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

14  
15           ATTEST:

APPROVED AS TO FORM:

16  
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19           \_\_\_\_\_  
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** January 17, 2023

**Departments: Community Development**

**TIME REQUIRED** PUBLIC HEARING: 20 minutes

**PERSONS** Michael Draper, Principal Planner

**SUBJECT** PUBLIC HEARING - Appeal of a Planning Commission decision denying a General Plan Amendment to redesignate a parcel in Bridgeport

**APPEARING  
BEFORE THE  
BOARD**

### AGENDA DESCRIPTION:

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

Appeal of the Planning Commission decision to deny General Plan Amendment (GPA 22-03), a proposed change of Land Use Designation from Multi-Family Residential-Moderate (MFR-M) to Mixed Use (MU), and Use Permit 22-011, in support of a transient rental use.

### RECOMMENDED ACTION:

Conduct public hearing. Consider and either affirm, affirm in part, or reverse the Planning Commission's decision denying GPA 22-03/Nichols, making appropriate findings and providing any other desired direction to staff.

### FISCAL IMPACT:

If the appeal is upheld and the Planning Commission's denial is overturned, the proposed project will generate an incremental increase in transient occupancy taxes.

**CONTACT NAME:** Michael Draper

**PHONE/EMAIL:** 760-924-1805 / mdraper@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff report](#)

[Attachment 1](#)

[Attachment 2](#)

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/5/2023 2:10 PM	County Counsel	Yes
1/12/2023 4:22 PM	Finance	Yes
1/13/2023 1:54 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](http://www.monocounty.ca.gov)

January 17, 2023

**To: The Mono County Board of Supervisors**

**From: Michael Draper, Principal Planner**

**Re: Appeal of Planning Commission denial of General Plan Amendment (GPA 22-03), a proposed change of Land Use Designation from Multi-Family Residential–Moderate (MFR-M) to Mixed Use (MU) and Use Permit 22-011.**

### RECOMMENDATION

1. Hold the public hearing, receive public testimony, deliberate the project including the associated Addendum to the 2015 General Plan Environmental Impact Report (EIR), and make any desired changes.
2. Either affirm, affirm in part, or reverse the Planning Commission's decision denying GPA 22-03/Nichols, or remand the project back to the Planning Commission for consideration of additional information.
3. Continue the public hearing to another date and time.

### FISCAL IMPACT

If the appeal is upheld and the Planning Commission's denial is overturned, the proposed project will generate an incremental increase in transient occupancy taxes.

### APPEAL PROCESS

Mono County General Plan Land Use Element Chapter 47, Appeals, allows for an appeal of any Planning Commission decision provided that written notice is submitted within 10 calendar days following the Commission action. The Board of Supervisors may affirm, affirm in part, or reverse the Commission's determination that is the subject of appeal, provided that an appeal is not to be granted when the relief sought should be granted through a variance or amendment. Chapter 47 specifies that appeals are de novo, meaning the Board of Supervisors is not limited to a review of the record and may hear the matter over again (as if for the first time).

The Planning Commission determination was made on November 17, 2022, and the appeal was received November 22, 2022 (Attachment 2). Per §47.030, the hearing for the appeal must be agendized for consideration by the Board of Supervisors within 60 days of the date the appeal was filed (by January 21, 2023). The applicant has requested more time for the hearing, but has not provided a proposed date.

### BACKGROUND

On November 17, 2022, the Planning Commission denied General Plan Amendment 22-03 (GPA 22-03) after receiving a staff presentation and holding a public hearing, including receiving applicant testimony. On November 21, the applicant filed an appeal complaint based on the procedures.

## PROJECT DESCRIPTION

The applicant is requesting a change to the land use designation (LUD) of his property, located at 171 Aurora Canyon Road (APN 008-210-003), from Multi-Family Residential-Moderate (MFR-M) to Mixed Use (MU) for the purpose of conducting a transient rental operation (fewer than 30 consecutive days). The applicant also owns 14 Hays Street, Bridgeport, which is designated Commercial and was approved for transient rental by the Planning Commission on May 19, 2022 (UP 22-003).

Under the Mono County General Plan Land Use Element (MCGP LUE), transient rental is prohibited in MFR-M and subject to a Director Review permit in MU. The proposed project does not fall under the current moratorium on overnight rentals in single-family residences regardless of land use designation because the structure is a duplex, which is considered a multi-family residential unit. However, the Director Review permit was elevated to a Use Permit per MCGP LUE §31.010 due to the controversy on overnight rentals, as indicated by the moratorium, as well as the Board's direction during moratorium discussions to elevate all overnight rental applications to a use permit.



Figure 1. Project site

The project site is 0.34-acres and accessed by Aurora Canyon Road. The property contains a 1,500-sf detached garage and 1,883-sf, multi-family dwelling consisting of a one-bedroom unit on the first floor and two-bedroom unit on the second floor. The dwelling was constructed in 1972. The garage is used by the owner for storage of personal items and will not be used as part of the transient rental operation. In 2013, a building permit was issued to remodel the residence into two units and add an exterior deck on the second story to provide separate entry ways. In the same year, building permits were issued to construct a bathroom and install a wood stove in the detached garage.

The second story, two-bedroom unit of the duplex is currently occupied by the owner, and the garage is used for personal storage and use by the owner. The owner had illegally used the first story, one-bedroom unit for transient rental and was issued a Notice of Violation (NOV) in June 2017 to immediately cease renting the unit. The property's land use designation prohibits short-term rental, and no land use permit had been approved to allow the use. The owner was allowed to honor existing reservations for the unit but was required to cease future operations.

A second NOV was issued on September 19, 2019, after learning the operation had not ceased, and a third NOV was issued on September 23, 2019. In July 2021, staff observed that property was still being advertised on AirBnB. The NOV was discussed with the owner along with the process needed to establish a permitted nightly rental. The owner was told no rental may take place until all permits have been obtained, to which the owner agreed. In August 2021, staff observed the property being advertised on AirBnB with documented stays. As of December 2021, the property was still being offered for short-term rental on AirBnB. There were continued documented stays at the property in August, September, and October of 2021. At this time, the unit does not appear on AirBnB.

Surrounding Land Use Designations

The land use designations and uses adjacent to the parcel are described below:

<b>East:</b>	Private land – Single-Family Residential, developed with a residential unit and garage
<b>West:</b>	Private land – Multi-family Residential, Moderate, developed with a residential unit
<b>South:</b>	Private land – Mixed Use, developed with a mobile-home residential unit. Private land- Industrial Park, contains six satellite dishes.
<b>North:</b>	Private land – Multi-Family Residential, Moderate, undeveloped.

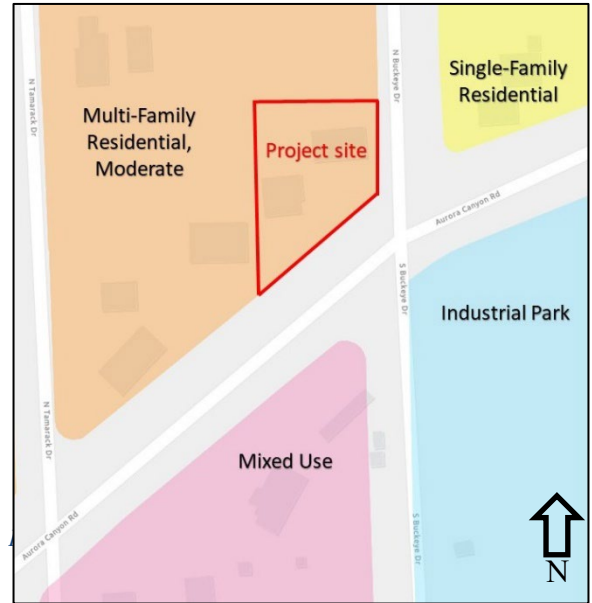


Figure 3. Front of property viewed from Aurora Canyon Rd.



*Figure 4. Southwest view of property from North Buckeye Dr.*



*Figure 5. Rear yard of the property*

## **PLANNING COMMISSION DECISION & BASIS FOR APPEAL**

Following a public hearing held November 17, 2022, the Mono County Planning Commission denied GPA 22-003/Nichols by a 5-0 vote. In denying the GPA, the Use Permit application is void because the proposed use is prohibited in the current MFR-M land use designation. The Commission could not make General Plan Amendment Findings C and D as follows:

*C. The site of proposed change in land use designation is suitable for any of the land uses permitted within the proposed land use designation because:*

Find that the proposed project is not suitable for the land uses permitted within the proposed land use designation because surrounding properties have residential designations, and existing residential structures used for long-term occupancy. The MU designation is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, and to be applied to areas with existing mixed-use development. The project site is within an area characterized by residential development and use. Existing MU properties are separated from this site by Aurora Canyon Road. Furthermore, the MU properties contain residential uses. Allowing the project site to be designated MU for the purpose of conducting a commercial use, transient rental, does not align with the existing land uses of the area.

*D. The proposed change in land use designation is reasonable and beneficial at this time because:*

Find the project is not reasonable and not beneficial at this time. The existing designation, MFR-M, is intended to encourage long-term multifamily housing by allowing for high population densities and by not allowing commercial lodging facilities. The site contains a residential duplex unit that has been illegally used for transient rental. To correct the violation, the applicant is requesting the designation change rather than using the property for long-term occupancy. The Mono County Board of Supervisors has identified long-term housing as a need throughout the county, and in allowing this designation change, the property will no longer encourage long-term housing.

The staff report and all attachments are included as Attachment 2.

The Applicant appealed the decision on the basis that he was not given an opportunity to respond to the Commission's deliberation. Under Article II, Section 12, Rule 6b of the Planning Commission's Rules for the Transaction of Business (pursuant to 2.36.040.C.), the Commission has the discretion to set rules regarding time and relevance of public testimony. Section 12 also allows for an applicant statement to open the public hearing, and an applicant's rebuttal to close the public hearing after public testimony is heard. In other words, once the public hearing is closed, the Commission has discretion whether to re-open the public hearing and take further public comment, including from the applicant.

The Commission Chair received the staff presentation and asked questions of staff before allowing the applicant to give a statement. The applicant provided a statement and answered questions from the Commission. The public hearing was then opened, no comments were received, and the public hearing was closed at 4:18 pm. Final Commission deliberation occurred, and the vote took place at 4:32 pm. The applicant requested to speak using the Raise Hand feature of Zoom after the close of the public hearing. This request was not granted, pursuant to the Commission's discretion under Article II, Section 12, Rule 6b.

## **ENVIRONMENTAL REVIEW, CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

Per documentation included in Attachment 2, the proposed project qualified as an Addendum under CEQA. The Planning Commission accepted the Addendum prior to acting on the project.

## **PUBLIC NOTICING**

This project was accepted for processing by the Land Development Technical Advisory Committee (LDTAC) on February 7, 2022. Draft conditions of approval were reviewed by the LDTAC on November 7, 2022.

Decisions to change the classification of land from one adopted land use designation to another shall be the subject of a public hearing and noticed according to the requirements of Chapter 46, Noticing Requirements. Public notice was published in the November 5, 2022, edition of The Sheet newspaper, and mailed to property owners within 300' of the project site compliant with MCGP LUE Ch. 32, Use Permit, and Ch.46. Notification was provided to California Native

American tribes on March 15, 2022, for a 90-day period to request consultation, as required by Senate Bill 18. No requests have been received at the date of publication.

A CEQA addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration (Cal. Code Regs. tit. 14 § 15164) (Appendix 2).

### **PUBLIC COMMENT**

No public comments have been received on the proposal at the time this report was published.

### **CONCLUSION**

The appeal body may render its decision at the conclusion of the hearing or at any time within 30 days following the hearing.

The appeal of any decision to the Board of Supervisors, pursuant to the provisions of this chapter, constitutes the administrative appeal and remedy procedure for all land use decisions of the County. The decision of the appeal body, pursuant to 47.050, shall be final for all purposes unless a judicial action challenging the same is commenced within the time provided by law. Failure to make timely utilization of the administrative remedies of this chapter and the exhaustion of same shall bar further review.

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

### **ATTACHMENTS**

1. Appeal application
2. Planning Commission staff report

# MONO COUNTY

## Planning Division

### DRAFT NOTICE OF DECISION

**USE PERMIT:** GPA 22-03 & UP 22-011

**APPLICANT:** Chris Nichols

**ASSESSOR PARCEL NUMBER:** 008-210-003

**PROJECT TITLE:** General Plan Amendment 22-03 & Use Permit 22-011/Nichols

A land use designation change to Mixed Use and Use Permit to conduct Transient Rental.

**PROJECT LOCATION:** 171 Aurora Canyon Road, Bridgeport

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

NOTICE IS HEREBY GIVEN PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1094.6 THAT THE TIME WITHIN WHICH TO BRING AN ACTION CHALLENGING THE COUNTY'S DECISION IS 90 DAYS FROM THE DATE THE DECISION BECOMES FINAL. IF NO APPEAL IS MADE TO THE BOARD OF SUPERVISORS, THE PLANNING COMMISSION DECISION SHALL BECOME FINAL ON THE EXPIRATION OF THE TIME TO BRING AN APPEAL. NOTICE IS ALSO HEREBY GIVEN THAT FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES BY FILING AN APPEAL TO THE BOARD OF SUPERVISORS MAY BAR ANY ACTION CHALLENGING THE PLANNING COMMISSION'S DECISION.

**DATE OF DECISION/USE PERMIT APPROVAL:** January 17, 2023

**EFFECTIVE DATE USE PERMIT:** January 27, 2023

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

**MONO COUNTY BOARD OF SUPERVISORS**

**DATED:** January 17, 2023

cc: X Applicant  
X Public Works  
X Building  
X Compliance



Conditions of Approval  
Use Permit 22-011/Nichols

1. The Use Permit shall only be valid upon approval of General Plan Amendment 22-03 by the Mono County Board of Supervisors, changing the land use designation from MFR-M to MU.
2. Occupancy shall be limited to two persons per bedroom due to the size of the existing septic system. Increasing occupancy shall require an increase in the septic system's capacity, as permitted by the Environmental Health Department, and a Use Permit Modification. Max occupancy for the one-bedroom unit shall be two people total. Maximum occupancy of the two-bedroom unit shall be four people total. Occupancy shall not exceed six people total.
3. The existing garage shall not be used for transient rental occupancy or habitation.
4. The project shall comply with Mono County General Plan Chapter 26.
5. Exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, which shall require existing fixtures to be replaced or retrofitted, if necessary, to comply.
6. All rental customers must sleep within the dwelling; customers are not allowed to reside in an RV, travel-trailer, or similar mobile-living unit on the property.
7. Prior to operating, the owner shall obtain a Mono County Vacation Home Rental Permit, Mono County Business License and Mono County Transient Occupancy Tax Certificate. The required Housing Mitigation Ordinance (HMO) fees shall be paid prior to business license issuance.
8. The project shall comply with provisions of the Mono County General Plan, Mono County Code, project description, and all conditions.
9. The project shall comply with applicable requirements by other Mono County departments and divisions including, but not limited to, Mono County Building Division, Public Works, and Environmental Health requirements, and any California state health orders.
10. If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.
11. Termination. A use permit shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur: A. There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof or as specified in the conditions. If applicable, time shall be tolled during litigation. Exercise of rights shall mean substantial construction or physical alteration of property in reliance with the terms of the use permit; B. There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted; and C. No extension is granted as provided in Section 32.070.
12. Extensions. If there is a failure to exercise the rights of the use permit within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension shall be filed at least 60 days prior

to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the use permit may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension. Exception to this provision is permitted for those use permits approved concurrently with a tentative parcel or tract map; in those cases the approval period(s) shall be the same as for the tentative map.

13. Revocation. The Commission may revoke the rights granted by a use permit and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the use permit or the violation by the owner or tenant of any provision pertaining to the premises for which such use permit was granted. Before the Commission shall consider revocation of any permit, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The decision of the Commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.

# 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](http://www.monocounty.ca.gov)

### APPEAL APPLICATION

\*\*\* In order to be valid,  
appeal must be filed **within**  
**10 days of action date.**

APPLICATION # _____	FEE \$ _____
DATE RECEIVED _____	RECEIVED BY _____
RECEIPT # _____	CHECK # _____ (NO CASH)

**APPELLANT** \_\_\_\_\_

ADDRESS \_\_\_\_\_ CITY/STATE/ZIP \_\_\_\_\_

TELEPHONE ( \_\_\_\_\_ ) \_\_\_\_\_ E-MAIL \_\_\_\_\_

**APPLICATION # BEING APPEALED** \_\_\_\_\_

**DATE OF ACTION** \_\_\_\_\_ **DATE OF APPEAL** \_\_\_\_\_

**NATURE OF APPEAL:** Describe what is being appealed. If it is a condition of approval, attach a copy of the project conditions and indicate which conditions are being appealed.

**REASON FOR APPEAL:** Describe why the decision is being appealed.

#### APPLICATION SHALL INCLUDE:

- Completed application form.
- Deposit for project processing: See Development Fee Schedule. Project Applicants are responsible costs incurred above deposit amount.

I CERTIFY UNDER PENALTY OF PERJURY THAT I am:  legal owner(s) of the subject property,  corporate officer(s) empowered to sign for the corporation or authorized legal agent, or  other interested party.

Chris Nichols  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

# Mono County Community Development Department

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November 17, 2022

**To: The Mono County Planning Commission**

**From:** Michael Draper, Planning Analyst

**Re:** General Plan Amendment (GPA 22-03) for a proposed change of Land Use Designation from Multi-Family Residential-Moderate (MFR-M) to Mixed Use (MU) and Use Permit 22-011.

### RECOMMENDATION

1. Hold the public hearing, receive public testimony, deliberate the project including the associated Addendum to the 2015 General Plan Environmental Impact Report (EIR), and make any desired changes.
2. For General Plan Amendment (GPA) 22-03, certify the Addendum and make the findings as contained in the Resolution or with any desired modifications, and adopt Resolution R22-13 recommending the Mono County Board of Supervisors approve the GPA and certify the Addendum.
3. For Use Permit 22-011, make the findings in the staff report or with any desired modifications, certify the Addendum, and approve Use Permit 22-011 subject to Conditions of Approval, which requires the approval of GPA 22-03 by the Board of Supervisors.

**OR**

- A. For General Plan Amendment 22-03, determine the findings cannot be made, state the rationale, and do not take action on the Addendum. Per Mono County General Plan Land Use Element Section 48.020, denial shall terminate any application for a change in land district classification unless it is appealed in accordance with the provisions of Chapter 47, Appeals.
- B. For Use Permit 22-011, determine the findings cannot be made, state the rationale, and disapprove Use Permit 22-011.

### BACKGROUND

Under Mono County General Plan Land Use Element Chapter 26, transient rental use may be permitted in a non-residential land use designation by Director Review or Use Permit and Multi-Family Residential- High land use designations.



Figure 1. Project site

At the March 1, 2022, Board of Supervisors meeting, Community Development staff conducted a workshop for a potential moratorium on short-term rentals. The

Board indicated support for a moratorium and directed staff to return with varying options. The Board did not provide direction on acceptance and processing of new applications, and therefore typical procedures were followed.

The project's application was accepted for processing at the February 7, 2022, Land Development Technical Advisory Committee (LDTAC) meeting. After acceptance, it was determined that the project would be elevated to a Conditional Use Permit per General Plan Land Use Element §31.010 because a potential moratorium on the use indicated controversy, and the applicant was informed of the decision. The applicant requested staff to wait to process the permit until the Board made a final decision on the moratorium.

On May 3, the Board approved an emergency moratorium on all overnight rentals conducted in a single-family residence regardless of the land use designation. However, the Board directed staff to process projects that were already deemed complete and accepted, and to elevate the applications to a use permit.

## **DISCUSSION**

The applicant is requesting a change to the land use designation (LUD) of his property, located at 171 Aurora Canyon Road (APN 008-210-003), from Multi-Family Residential-Moderate (MFR-M) to Mixed Use (MU) for the purpose of conducting a transient rental operation (fewer than 30 consecutive days). The applicant also owns 14 Hays Street, Bridgeport, which is designated Commercial and was approved for transient rental by the Commission on May 19, 2022 (UP 22-003).

The project site is 0.34-acres and accessed by Aurora Canyon Road. The property contains a 1,500-sf detached garage and 1,883-sf, multi-family dwelling consisting of a one-bedroom unit on the first floor and two-bedroom unit on the second floor. The dwelling was constructed in 1972. The garage is used by the owner for storage of personal items and will not be used a part of the transient rental operation. In 2013 a building permit was issued to remodel the residence into two units and add an exterior deck on the second story to provide separate entry ways. In the same year, building permits were issued to construct a bathroom and install a wood stove in the detached garage.

The second story, two-bedroom unit of the duplex is currently occupied by the owner, and the garage is used for personal storage and use by the owner. The owner had illegally used the first story, one-bedroom unit for transient rental and was issued a Notice of Violation (NOV) in June 2017 to immediately cease renting the unit. The property's land use designation prohibits short-term rental, and no land use permit had been approved to allow the use. The owner was allowed to honor existing reservations for the unit but was required to cease future operations.

A second NOV was issued on September 19, 2019, after learning the operation had not ceased, and a third NOV was issued on September 23, 2019. In July 2021, staff observed that property was still being advertised on AirBnB. The NOV was discussed with the owner along with the process needed to establish a permitted nightly rental. The owner was told no rental may take place until all permits have been obtained, to which the owner agreed. In August 2021, staff observed the property being advertised on AirBnB with documented stays. As of December 2021, the property was still being offered for short-term rental on AirBnB. There were continued documented stays at the property in August, September, and October of 2021. At this time, the unit does not appear on AirBnB.

### Surrounding Land Use Designations

The land use designations and uses adjacent to the parcel are described below:

<b>East:</b>	Private land – Single-Family Residential, developed with a residential unit and garage
<b>West:</b>	Private land – Multi-family Residential, Moderate, developed with a residential unit
<b>South:</b>	Private land – Mixed Use, developed with a mobile-home residential unit. Private land- Industrial Park, contains six satellite dishes.
<b>North:</b>	Private land – Multi-Family Residential, Moderate, undeveloped.

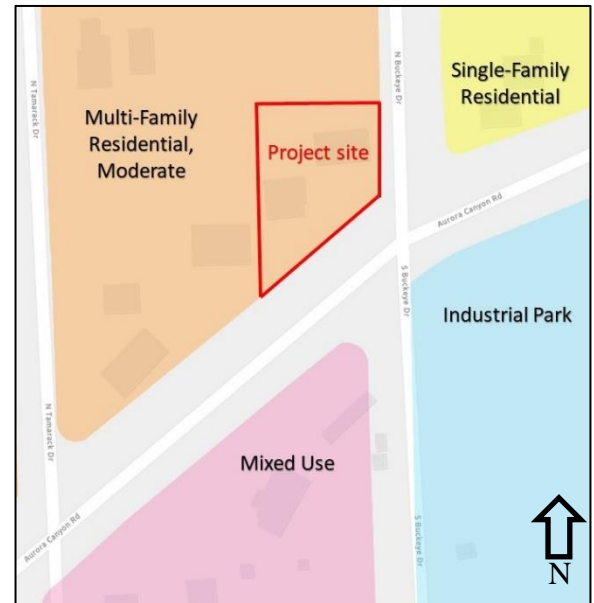


Figure 2. Surrounding land use designations



Figure 3. Front of property viewed from Aurora Canyon Rd.



*Figure 4. Southwest view of property from North Buckeye Dr.*



*Figure 5. Rear yard of the property*

**GENERAL PLAN CONSISTENCY**

Review of Land Use Designation Standards

The existing land use designation, MFR-M, prohibits transient rental which is the basis for the request to change land use designations. The Mono County General Plan Land Use Element (MCGP LUE) allows transient rental within the MU LUD per Director Review Permit, however all transient rental applications have been elevated to a discretionary Use Permit as directed by the Mono County Board of Supervisors. Duplex residential units are permitted outright in both designations.

The existing land use designation, MFR-M, has a minimum lot size of 7,500-sf, a maximum lot coverage allowance of 60%, a front setback distance of 20', and side and rear setback distances of 10'. The proposed land use designation, MU, has a minimum lot size of 10,000-sf, a maximum lot coverage allowance of 60%, a front setback distance of 10', side yard setback distance of 5', and a rear setback distance of 10'. However, on corner lots designated MU, a 10' required minimum side yard shall be required for all uses (MCGP LUE 4.120.D.1). (See Table 1.)

Table 1. Comparison of Development Standards.

Development Standards	
Multi-Family Residential, Moderate	Mixed Use
<p>Minimum Lot Area:</p> <ul style="list-style-type: none"> <li>• Minimum Lot Dimensions: Width – 60' Depth – 100'</li> <li>• Maximum Lot Coverage: 60%</li> </ul> <ul style="list-style-type: none"> <li>• Minimum Setbacks: Front: 20' Rear: 10' Side: 10'</li> <li>• Maximum Building Height: 35'</li> <li>• Building Density: Condominiums, multifamily residences and similar uses – 15 du/acre. In no case shall projects containing density bonuses exceed 26 units/acre. Units designated as manager/employee housing unit shall not be counted in density calculations.</li> <li>• MFR-M Minimum lot size – 7,500 sf               <ul style="list-style-type: none"> <li>○ Developments of three or more units – (number of units) x 2,904 sf</li> </ul> </li> </ul>	<p>Minimum Lot Area:</p> <ul style="list-style-type: none"> <li>• Minimum Lot Dimensions: Width – 60' Depth – 100'</li> <li>• Maximum Lot Coverage: 60%               <ul style="list-style-type: none"> <li>○ An additional coverage bonus of 10% (total coverage of 70%) shall be granted to structures that contain mixed commercial and residential (employee or long-term rentals) uses; commercial uses with public accommodations; or commercial uses that front a public pedestrian mall or plaza.</li> </ul> </li> <li>• Minimum Setbacks: Front: 10' Rear: 5' Side: 10'</li> <li>• Maximum Building Height: 35'</li> <li>• Building Density: Hotels, resort hotels, motels – 40 du/acre</li> <li>• Apartments, multifamily units, condominiums and similar uses – 15 du/acre</li> </ul> <ul style="list-style-type: none"> <li>• Minimum lot size: Areas lacking community water and sewer – one-acre minimum all uses; all uses – 10,000 sf               <ul style="list-style-type: none"> <li>○ Land uses on lots measuring less than 10,000 sq. ft. shall be limited to single-family residences, duplexes and triplexes.</li> </ul> </li> </ul>

Table 2. Comparison of permitted uses.

Permitted Use	
Multi-Family Residential, Moderate	Mixed Use
<p>PERMITTED USES</p> <ul style="list-style-type: none"> <li>• Single-family dwelling</li> <li>• Manufactured home used as a single-family dwelling – MFR-L only</li> <li>• Duplexes and triplexes</li> <li>• Accessory buildings and uses</li> <li>• Animals and pets (see Animal Standards Section 04.270)</li> <li>• Home occupations (see Home Occupation regulations, Section 04.290)</li> <li>• Small-scale agriculture</li> <li>• Transitional and Supportive Housing</li> <li>• Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act.</li> </ul>	<p>PERMITTED USES</p> <ul style="list-style-type: none"> <li>• Single-family dwelling</li> <li>• Manufactured home used as a single-family dwelling. Mobile homes are excluded from June Lake</li> <li>• Duplexes and triplexes</li> <li>• Accessory buildings and uses</li> <li>• Animals and pets (see Animal Standards Section 04.270)</li> <li>• Home occupations (see Home Occupation regulations, Section 04.290)</li> <li>• Small-scale agriculture</li> <li>• Transitional and Supportive Housing</li> <li>• Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act.</li> </ul>



<b>USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)</b>	
<ul style="list-style-type: none"> <li>• MFR-L Model units</li> <li>• None stated for MFR-M and MFR-H</li> </ul>	<ul style="list-style-type: none"> <li>• Residential uses – e.g., condominiums, townhomes, commercial lodging, cluster developments, and apartments</li> <li>• Retail trade – e.g., food, drug, hardware, apparel, arts and crafts, sporting goods, bookstores, bakery, florist</li> <li>• Social care facilities – e.g., medical and dental offices, welfare and charitable services</li> <li>• Professional offices – e.g., real estate, financial, insurance, rental and reservation services, legal services</li> <li>• Business services – e.g., business centers, general advertising, business and management consulting</li> <li>• Recreational activities – e.g., health clubs, dance studios</li> <li>• Food service establishments – e.g., restaurants, cafes, delicatessens</li> <li>• Conversion or expansion of existing operations</li> <li>• Transient rentals (fewer than 30 consecutive days)</li> </ul>
<b>USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)</b>	
<ul style="list-style-type: none"> <li>• Art galleries</li> <li>• Quasi-public buildings and uses</li> <li>• Public utility buildings and structures, not including service yards</li> <li>• Country clubs and golf courses</li> <li>• Condominiums, cooperatives, townhomes, cluster developments, apartments containing four or more units</li> <li>• Parking lots and parking structures</li> </ul>	<ul style="list-style-type: none"> <li>• All of the above uses subject to Director Review, if determined to be necessary by the Community Development director</li> <li>• Parking lots and parking structures other than required off-street parking when abutting a commercial district</li> <li>• Religious and cultural activities – e.g., museums, art galleries, churches</li> <li>• Small-scale malls, plazas, parks and related pedestrian open space</li> <li>• Conversion or expansion of existing operations</li> <li>• Mobile-home parks (see Development Standards – Mobile-home Parks and RV Parks, Ch. 17) c</li> <li>• Recreational-vehicle parks (see Ch. 17) c</li> <li>• Manufactured housing subdivision (see Ch. 18)</li> <li>• Commercial cannabis activity: Manufacturing Type N, Manufacturing Type P, Distribution, Testing, Retail, and Microbusiness (only individual cannabis activities permitted in this designation shall be permitted in a Microbusiness), conducted in compliance with requirements of Chapter 13 of the Land Development Regulations and with the permit and operation requirements of Chapter 5.60 of the Mono County Code.</li> </ul>

The property is 14,810-sf and meets the minimum lot size of both existing and proposed LUDs. The dwelling unit was constructed in 1972 prior to existing development standards. Total lot coverage is 8,649-sf, or 58%, which meets the maximum lot coverage allowance of both LUDs. The residential unit meets the front and rear-yard setback distances of the current and proposed LUD but encroaches into the required side yard (west). The exterior of the first floor is 7.5' from the property boundary and the second story is 1.5' from the property boundary. On corner lots designated MU, a 10' required minimum front and side yard shall be required for all uses. The duplex is existing nonconforming to this standard.



Figure 6. West side of residential unit.

Required parking for the duplex is two spaces per unit plus two spaces for guest parking, or six spaces of 9' x 18'. The site can accommodate the required parking on site. There are additional parking spaces within the garage; however, the spaces would not be for use by transient rental guests. The garage and duplex structures are less than 35' in height, and utility connections are underground.

#### Land Use Designation change

The current land use designation, MFR-M, is intended to encourage long-term multifamily housing by allowing for higher population densities and by not allowing commercial lodging facilities; i.e., hotels, motels. The proposed MU designation is intended to provide for a wide range of compatible resident- and visitor-oriented residential and commercial uses, including business, professional, and retail uses; to provide for efficient use of land and increased opportunities for affordable housing; to provide a transition between intensive commercial uses and residential uses; and to be applied to areas with existing mixed-use development. Transient rental is not permitted within MFR-M. Within the MU designation, transient rental is a use permitted by Director Review.

Land use designation changes are approved by a General Plan Amendment, per Mono County Code Chapter 19, *Zoning*. The Mono County General Plan Land Use Element (MCGP LUE) Chapter 48, *Amendments*, provides the process and requirements for conducting an amendment. The Planning Commission shall conduct a hearing prior to taking action to approve or recommend a designation change and make five required findings included in Resolution 22-13 (Attachment 1).

#### Transient Rental

Transient rental standards and regulations are contained within MCGP LUE Chapter 26, *Transient Rental Standards & Enforcement in Nonresidential and MFR-H Land Use Designations and TRODS*. Once a permit is issued for transient rental, the applicant must obtain a ministerial Mono County Business License, Transient Occupancy Certificate, and a Vacation Home Rental Permit (VHRP). Within the VHRP, the applicant must certify that all standards and requirements of MCGP LUE §26.040 are met.

The VHRP includes Health and safety standards that establish minimum requirements to safeguard public safety, health, and general welfare from fire and other hazards, and to provide safety for firefighters and emergency responders during emergency operations. The applicant must designate a management company or property manager who will be available on a 24-hour basis to address any problems that may be associated with the property or the transient users of the property. The management company or property manager must be duly

licensed and shall be in good standing with the County. A person or organization in good standing is regarded as having complied with all their explicit obligations, while not being subject to any form of sanction, suspension or disciplinary censure. Alternatively, the property owner may serve as the property manager. The property must also meet parking requirements and applicable land use regulations. Exterior signage is required to provide the managing agency/agent contact information, maximum number of occupants and vehicles, and parking diagram. Interior signage is required to provide instructions for waste disposal, use of appliances, an evacuation plan, the physical street address, emergency contact information, and notification that violations may result in immediate removal from the premise.

Maximum occupancy for a transient rental is limited to two persons per bedroom plus two additional persons. In no event may the maximum occupancy exceed 10 persons in any rental unit. Additionally, occupancy may be further restricted by the limitation of the septic system serving the dwelling as determined by Mono County Environmental Health. In 2013, a permit to replace the septic system was issued by the Environmental Health Department. The system is sized for three bedrooms maximum, with the consideration of two people per bedroom. Therefore, the maximum occupancy of the entire dwelling is six people, which is listed as a Condition of Approval. Maximum occupancy of the first floor one-bedroom unit is therefore two people, and the occupancy of the second floor two-bedroom unit is four people. The owner currently lives in the second-story unit but is requesting both units to be permitted for transient rental to facilitate the second-story use once the owner moves out.

Parking requirements are set forth in the Mono County General Plan and the number of vehicles shall not exceed the number of parking spaces. Parking requirements for the rental unit shall be noticed in the rental agreement and posted on and in the unit. There shall be no off-site or on street parking allowed, and parking on property owned by other persons shall be considered a trespass. Six uncovered 9' x 18' parking spaces are provided on site and are adequate to meet the needs of the project.

## **USE PERMIT FINDINGS**

The following analysis is based on the Mixed Use LUD standards. Use permits may be granted by the Planning Commission only when all of the following findings can be made in the affirmative:

- A. *All applicable provisions of the Land Use Designations and Land Development Regulations are complied with, and the site of the proposed use is adequate in size and shape to accommodate the use and to accommodate all yards, walls and fences, parking, loading, landscaping and other required features.*

Transient rental is a permitted use within the MU LUD, subject to a planning permit and compliance with MCGP LUE Chapter 26. The site is adequate in size and shape to accommodate six total rental customers and meet Chapter 26 regulations. Four parking spaces of adequate size are provided onsite to meet the demand of customers. Transient rentals are operated in a manner similar to long-term residential occupancy.

The property meets the lot size and lot coverage allowance. The existing structures meet the required front-yard and rear-yard setback distances, however the duplex is existing nonconforming for the required 10' side yard setback (see below findings for Existing Nonconforming uses). This finding can be made for the project.

### Alternative Finding

A2. The site is existing nonconforming to General Plan land development standards. The existing duplex does not meet side-yard setback standards. The change of use to transient rentals for two

units may impact available housing units for the local workforce, contrary to General Plan Housing Element policies. The finding cannot be made for the project.

- B. *The site for the proposed use relates to streets and highways adequate in width and type to carry the quantity and kind of traffic generated by the proposed use.*

The parcel is accessed by Aurora Canyon Road, a County-maintained road. All parking must occur on-site; off-site parking is prohibited. The kind of traffic generated by the proposed use is similar to that of the existing residential use. The parking area also meets Chapter 22, Fire Safe Standards. This finding can be made for this project.

- C. *The proposed use will not be detrimental to the public welfare or injurious to property or improvements in the area in which the property is located.*

The project will not be detrimental to the public or property or improvement in the area because the use of the units will be similar to the existing use. The duration of stay by renters is not anticipated to be detrimental to properties in the area. This finding can be made.

#### Alternative Finding

C2. The Board of Supervisors has enacted a moratorium on all new overnight rentals (rentals less than 30 days) of single-family residences (SFRs) in Mono County. The Board has identified overnight rentals as reducing the housing stock for long-term rentals, negatively affecting the ability of local residents and workforce to find housing. This project seeks to convert two housing units to overnight rentals, removing them from the long-term rental market. Public welfare may be impacted due to the lack of available and affordable housing. This finding cannot be made.

- D. *The proposed use is consistent with the map and text of this General Plan and any applicable area plan*

After approval of GPA 22-03, the Mixed-Use land use designation allows the use of a property as a transient rental, consistent with Chapter 26 and area plan policies, subject to a Director Review Permit. The designation also permits commercial lodging subject to a Director Review Permit.

This project adheres to the following Countywide Land Use polices and goal:

Objective 1.D. Provide for the housing needs of all resident income groups, and of part-time residents and visitors.

Policy 1.D.3. Designate a sufficient amount of land for a variety of lodging facilities.

Objective 1.E. Provide for commercial development to serve both residents and visitors

Action 1.E.2.a. Orient new commercial development in a manner that promotes pedestrian use. Avoid strip commercial development.

#### COUNTYWIDE ISSUES/OPPORTUNITIES/CONSTRAINTS

23. Short-term rentals in single-family residential areas meet a tourism market need and have the potential to utilize existing units for additional visitor accommodations, rather than units remaining vacant and not contributing to the local economy. According to census data, Mono County has the second-highest vacation home ownership percentage of counties in the state. This finding can be made.

This project adheres to the Bridgeport Valley Area Plan as it provides additional visitor accommodations and commercial operations within the community of Bridgeport:

Bridgeport Valley Area Land Use Policies Objective 7.D. Preserve Bridgeport's historic significance and economic base.

Policy 7.D.3. Streamline permitting activity where possible to facilitate economic development in the town.

#### Alternative Finding

The Commission may find the project is not consistent with the map and text of the General Plan and applicable area plan:

### D2. COUNTYWIDE ISSUES/OPPORTUNITIES/CONSTRAINTS

17. The short-term rental phenomenon in residential neighborhoods has some basis in the idea that excess assets can be rented to or shared with others, potentially for a fee that benefits the owner. Given the growth in the short-term rental market, the market has evolved from a small-scale supplemental sharing model to a full investment or business model.

At this time, the County lacks long-term residential units and has a moratorium in place prohibiting short-term and/or transient rental of single-family residences. There is not a excess of available housing and businesses are struggling to maintain a local workforce. By approving this project, two long-term housing units may become transient rentals, furthering the lack of long-term housing in the County.

22. The increase in short-term rentals in single-family residential areas has the potential to further reduce the already limited housing stock available for workforce housing.

The area of this project can be characterized as a residential area, and the intent of the existing designation is to encourage long-term multifamily housing by allowing for higher population densities and by not allowing commercial lodging facilities. Approving this permit has the potential to further reduce the already limited housing stock available for workforce housing.

### **Existing Nonconforming Structures**

Any structure that does not conform to yard, height, parking, lot coverage requirements or other development standards of the land use designations may continue to be used as a lawful nonconforming use. The structure may not be altered or expanded except for minor alterations necessary to improve or maintain the health and/or safety of the occupants or if required by law or ordinances unless the expansion complies with MCGP LUE 34.020 criteria A through D.

The criteria shall be considered by staff during the review of any application to expand/alter a nonconforming use. Any alteration required by governmental or court action shall be exempt from these conditions and restrictions. Conditions affecting a nonconforming use shall apply to the existing use, land and structures and shall not be affected by ownership change.

- A. *Alterations of the nonconforming use shall not be detrimental to the intent of the land use designations, objectives and policies, specified in this General Plan.*

The project proposes to change the use of the nonconforming structure from long-term residential use to transient rental (fewer than 30 consecutive days). The residential structure will not be altered, and use as a transient rental is similar to that of residential use.

- B. *The granting of permission to alter the nonconforming use shall not be substantially detrimental to the public health, safety or welfare or injurious to the property or improvements in the vicinity or adversely impact the surrounding properties more than the existing nonconforming use.*

The nonconforming structure encroaches into the side yard setback. The structure's roof is pitched away from this property boundary such that shedding snow would remain on the property. The encroachment is not new and has existed since the structure was constructed in 1972. There has been no recorded detriment to public health, safety or welfare or injurious to the property or improvements Addendum to Mono County General Plan 2015 EIR.

- C. *The alteration shall not increase the intensity of the use-category of the land, building or structure.*

The proposed change in use of the existing duplex will not increase the intensity of use of the property. Transient rental has been found to be similar to and not more obnoxious than typical residential use of property.

- D. *If the proposed alteration could generate public controversy, the Director shall refer the application to the Planning Commission for its consideration.*

The alteration of use may generate public controversy. The application is being referred to the Planning Commission for a public hearing to consider use of the structure for transient rental.

## **ENVIRONMENTAL REVIEW, CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA)**

CEQA establishes the type of environmental documentation required when changes to a project occur after an EIR is certified. Specifically, Section 15164(a) of the CEQA Guidelines states that:

*The lead agency or responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred.*

Likewise, California Public Resources Code (PRC) Section 21166 states that unless one or more of the following events occur, no subsequent or supplemental environmental impact report shall be required by the lead agency or by any responsible agency:

- Substantial changes are proposed in the project which will require major revisions of the environmental impact report;
- Substantial changes occur with respect to the circumstances under which the project is being undertaken which will require major revisions in the environmental impact report; or
- New information, which was not known and could not have been known at the time the environmental impact report was certified as complete, becomes available.

As demonstrated by the analysis herein (Attachment 2), the Modified Project would not result in any new additional significant impacts, nor would it substantially increase the severity of previously anticipated significant impacts. Rather, all of the impacts associated with the Modified Project are within the envelope of impacts

addressed in the certified EIR and do not constitute a new or substantially increased significant impact. Based on this determination, the Modified Project does not meet the requirements for preparation of a Subsequent or Supplemental EIR pursuant to Section 15162 of the CEQA Guidelines.

### **PUBLIC NOTICING**

This project was accepted for processing by the Land Development Technical Advisory Committee (LDTAC) on February 7, 2022. Draft conditions of approval were reviewed by the LDTAC on November 7, 2022.

Decisions to change the classification of land from one adopted land use designation to another shall be the subject of a public hearing and noticed according to the requirements of Chapter 46, Noticing Requirements. Public notice was published in the November 5, 2022, edition of The Sheet newspaper, and mailed to property owners within 300' of the project site compliant with MCGP LUE Ch. 32, Use Permit, and Ch.46. Notification was provided to California Native American tribes on March 15, 2022, for a 90-day period to request consultation, as required by Senate Bill 18. No requests have been received at the date of publication.

A CEQA addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration (Cal. Code Regs. tit. 14 § 15164) (Appendix 2).

### **PUBLIC COMMENT**

No public comments have been received on the proposal at the time this report was published.

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

### **ATTACHMENTS**

1. Resolution 22-13
2. Addendum to Mono County General Plan 2015 EIR
3. Newspaper, mailing, and Tribal noticing

# MONO COUNTY

## Planning Division

### DRAFT NOTICE OF DECISION

**USE PERMIT:** UP 22-011

**APPLICANT:** Chris Nichols

**ASSESSOR PARCEL NUMBER:**

**PROJECT TITLE:** Use Permit 22-011/Nichols

**PROJECT LOCATION:** 171 Aurora Canyon Road, Bridgeport

#### CONDITIONS OF APPROVAL

See attached Conditions of Approval

ANY AFFECTED PERSON, INCLUDING THE APPLICANT, NOT SATISFIED WITH THE DECISION OF THE COMMISSION, MAY WITHIN TEN (10) DAYS OF THE EFFECTIVE DATE OF THE DECISION, SUBMIT AN APPEAL IN WRITING TO THE MONO COUNTY BOARD OF SUPERVISORS.

THE APPEAL SHALL INCLUDE THE APPELLANT'S INTEREST IN THE SUBJECT PROPERTY, THE DECISION OR ACTION APPEALED, SPECIFIC REASONS WHY THE APPELLANT BELIEVES THE DECISION APPEALED SHOULD NOT BE UPHELD AND SHALL BE ACCOMPANIED BY THE APPROPRIATE FILING FEE.

NOTICE IS HEREBY GIVEN PURSUANT TO CODE OF CIVIL PROCEDURE SECTION 1094.6 THAT THE TIME WITHIN WHICH TO BRING AN ACTION CHALLENGING THE COUNTY'S DECISION IS 90 DAYS FROM THE DATE THE DECISION BECOMES FINAL. IF NO APPEAL IS MADE TO THE BOARD OF SUPERVISORS, THE PLANNING COMMISSION DECISION SHALL BECOME FINAL ON THE EXPIRATION OF THE TIME TO BRING AN APPEAL. NOTICE IS ALSO HEREBY GIVEN THAT FAILURE TO EXHAUST ADMINISTRATIVE REMEDIES BY FILING AN APPEAL TO THE BOARD OF SUPERVISORS MAY BAR ANY ACTION CHALLENGING THE PLANNING COMMISSION'S DECISION.

**DATE OF DECISION/USE PERMIT APPROVAL:** November 17, 2022

**EFFECTIVE DATE USE PERMIT:** December 2, 2022

This Use Permit shall become null and void in the event of failure to exercise the rights of the permit within one (1) year from the date of approval unless an extension is applied for at least 60 days prior to the expiration date.

Ongoing compliance with the above conditions is mandatory. Failure to comply constitutes grounds for revocation and the institution of proceedings to enjoin the subject use.

**MONO COUNTY PLANNING COMMISSION**

**DATED:** November 17, 2022

cc: X Applicant  
X Public Works  
X Building  
X Compliance



Conditions of Approval  
Use Permit 22-011/Nichols

1. The Use Permit shall only be valid upon approval of General Plan Amendment 22-03 by the Mono County Board of Supervisors, changing the land use designation from MFR-M to MU.
2. Occupancy shall be limited to two persons per bedroom due to the size of the existing septic system. Increasing occupancy shall require an increase in the septic system's capacity, as permitted by the Environmental Health Department, and a Use Permit Modification. Max occupancy for the one-bedroom unit shall be two people total. Maximum occupancy of the two-bedroom unit shall be four people total. Occupancy shall not exceed six people total.
3. The existing garage shall not be used for transient rental occupancy or habitation.
4. The project shall comply with Mono County General Plan Chapter 26.
5. Exterior lighting fixtures shall comply with Chapter 23 – Dark Sky Regulations, which shall require existing fixtures to be replaced or retrofitted, if necessary, to comply.
6. All rental customers must sleep within the dwelling; customers are not allowed to reside in an RV, travel-trailer, or similar mobile-living unit on the property.
7. Prior to operating, the owner shall obtain a Mono County Vacation Home Rental Permit, Mono County Business License and Mono County Transient Occupancy Tax Certificate. The required Housing Mitigation Ordinance (HMO) fees shall be paid prior to business license issuance.
8. The project shall comply with provisions of the Mono County General Plan, Mono County Code, project description, and all conditions.
9. The project shall comply with applicable requirements by other Mono County departments and divisions including, but not limited to, Mono County Building Division, Public Works, and Environmental Health requirements, and any California state health orders.
10. If any of these conditions are violated, this permit and all rights hereunder may be revoked in accordance with Section 32.080 of the Mono County General Plan, Land Development Regulations.
11. Appeal. Appeals of any decision of the Planning Commission may be made to the Board of Supervisors by filing a written notice of appeal, on a form provided by the division, with the Community Development director within 10 calendar days following the Commission action. The Director will determine if the notice is timely and if so, will transmit it to the clerk of the Board of Supervisors to be set for public hearing as specified in Section 47.030.11.
12. Termination. A use permit shall terminate and all rights granted therein shall lapse, and the property affected thereby shall be subject to all the provisions and regulations applicable to the land use designation in which such property is classified at the time of such abandonment, when any of the following occur: A. There is a failure to commence the exercise of such rights, as determined by the Director, within two years from the date of approval thereof or as specified in the conditions. If applicable, time shall be tolled during litigation. Exercise of rights shall mean substantial construction or physical

alteration of property in reliance with the terms of the use permit; B. There is discontinuance for a continuous period of one year, as determined by the Director, of the exercise of the rights granted; and C. No extension is granted as provided in Section 32.070.

13. Extensions. If there is a failure to exercise the rights of the use permit within two years (or as specified in the conditions) of the date of approval, the applicant may apply for an extension for an additional one year. Only one extension may be granted. Any request for extension shall be filed at least 60 days prior to the date of expiration and shall be accompanied by the appropriate fee. Upon receipt of the request for extension, the Planning Division shall review the application to determine the extent of review necessary and schedule it for public hearing. Conditions of approval for the use permit may be modified or expanded, including revision of the proposal, if deemed necessary. The Planning Division may also recommend that the Commission deny the request for extension. Exception to this provision is permitted for those use permits approved concurrently with a tentative parcel or tract map; in those cases the approval period(s) shall be the same as for the tentative map.
14. Revocation. The Commission may revoke the rights granted by a use permit and the property affected thereby shall be subject to all of the provisions and regulations of the Land Use Designations and Land Development Regulations applicable as of the effective date of revocation. Such revocation shall include the failure to comply with any condition contained in the use permit or the violation by the owner or tenant of any provision pertaining to the premises for which such use permit was granted. Before the Commission shall consider revocation of any permit, the Commission shall hold a public hearing thereon after giving written notice thereof to the permittee at least 10 days in advance of such hearing. The decision of the Commission may be appealed to the Board of Supervisors in accordance with Chapter 47, Appeals, and shall be accompanied by an appropriate filing fee.



**RESOLUTION R22-13**

**A RESOLUTION OF THE MONO COUNTY PLANNING COMMISSION RECOMMENDING ADOPTION OF THE CALIFORNIA ENVIRONMENTAL QUALITY ACT ADDENDUM TO THE GENERAL PLAN 2015 EIR, AND MAKING FINDINGS RECOMMENDING ADOPTION OF GENERAL PLAN AMENDMENT 22-03 CHANGING THE LAND USE DESIGNATION OF 171 AURORA CANYON ROAD, APN 008-210-003, FROM MULTI-FAMILY RESIDENTIAL - MODERATE TO MIXED USE**

**WHEREAS**, the property owner of 171 Aurora Canyon Road, Bridgeport, Assessor's Parcel Number 008-210-003, requested to change the parcel's designation from Multi-Family Residential - Moderate to Mixed Use for the purpose of creating a transient rental operation (fewer than 30 consecutive day rental); and

**WHEREAS**, all use and development of private land within the unincorporated area of Mono County shall fully comply with any and all applicable requirements of the Mono County General Plan, which incorporated the Mono County Code by this reference as though fully set forth, as the same may be amended from time to time, and any applicable area or specific plans, which are also incorporated by this reference; and

**WHEREAS**, planning and land use maps are contained and set forth in the Mono County General Plan and applicable area or specific plans, all of which are incorporated herein by this reference, as the same may be amended from time to time, including but not limited to the general plan's countywide land-use maps and community-land-use designation maps; and

**WHEREAS**, in compliance with the California Environmental Quality Act (CEQA), an Addendum was drafted to assess environmental factors potentially affected by the project including aesthetics, biological resource, tribal cultural resources, cultural resources, and air quality, and mandatory findings of significance; and

**WHEREAS**, none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred, an addendum to an adopted Environmental Impact Report may be prepared if only minor technical changes or additions are necessary or none of the conditions described in Section 15162 calling for the preparation of a subsequent EIR have occurred; and

**WHEREAS**, on November 17, 2022, the Planning Commission held a duly noticed public hearing regarding the General Plan Amendment 22-03 and Use Permit and associated CEQA Addendum.

**NOW, THEREFORE, THE MONO COUNTY PLANNING COMMISSION DOES HEREBY RESOLVE AS FOLLOWS:**

**SECTION ONE:** The Planning Commission initiates General Plan Amendment 22-03.

**SECTION TWO:** Having reviewed and considered the analysis in the staff report, comments received during the public review process and testimony provided in the public hearing, the Planning Commission adopts the Addendum, finding that on the basis of the whole record, including the initial study

1 and comments received, that there is no substantial evidence that the project will have a significant effect on  
2 the environment and that the Addendum reflects the lead agency's independent judgement and analysis.

3 **SECTION THREE:** Having reviewed and considered all information and evidence presented,  
4 including public testimony, written comments, and Addendum and staff report and presentations, the  
5 Planning Commission makes the following findings to approve General Plan Amendment 22-03 changing  
6 the current land use designation of Multi-Family Residential - Moderate (MFR-M) to Mixed Use (MU):

7 *A. The proposed changes in land use designation are consistent with the text and maps of the General  
8 Plan because:*

9 The land use designation change to Mixed Use will allow the applicant to apply for a transient rental  
10 (fewer than 30 consecutive days) land use permit and come into compliance of a code enforcement  
11 case. The change of the land use designation is appropriate for conducting a transient rental  
12 operation, as transient rental operations are prohibited in the Multi-Family Residential - Moderate,  
13 land use designation. Transient rental is a permissible land use in Mixed Use, affirmed by the Mono  
14 County Board of Supervisors in approving Resolution R12-90, initiating and adopting General Plan  
15 Amendment 12-04, establishing the General Plan chapter for transient rental standards and  
16 enforcement.

17 The property meets the development standards for the MU land use designation including minimum  
18 lot area, minimum lot dimensions, maximum lot coverage, building and population density, and  
19 building height. The existing structures meet the front and rear setback, however the residential  
20 structure encroaches 3.5' into the west side yard setback. The encroachment has not generated  
21 controversy or negatively impacted the adjacent neighbor of this setback. The duplex structure  
22 would be allowed to change use and no alternations to the structure are proposed. Outright permitted  
23 uses of the MU designation will not increase the intensity of use of the land and structure. Uses that  
24 have the potential to increase the intensity of use of the land and structure are discretionary and  
25 require further investigation of environmental impacts.

26 Infrastructure is available for development at the project site. The property is served by the  
27 Bridgeport Utility District for water, and the Bridgeport Fire Department. The site contains a  
28 permitted septic system adequate for the number of bedrooms.

29 **Alternate Finding** (delete if project is approved):

30 Find that the proposed project does not meet this finding because it conflicts with the text and maps  
a part of the General Plan. By changing the property to Mixed Use, the existing land division pattern  
of this area, and the existing land use designations may be impacted. The project site is located on  
the corner of Aurora Canyon Road (running east-west) and North Buckeye Drive (running north-  
south). Two of the four contiguous properties are designated MFR-M and are a part of a 11-parcel  
MFR-M district. Properties along the east side of North Buckeye Drive are designated SFR. With  
the exception of the project parcel, and the contiguous parcel north, all other parcels along North  
Buckeye Drive are SFR. Properties to the south are designated MU, and the property to the  
southeast is designated IP. Aurora Canyon Road separates the MU parcels from residential parcels,  
and North Buckeye Drive separates the two MFR-M from SFR parcels. The redesignation of this  
parcel interrupts the continuity of the area's land designation pattern and surrounding residential  
land uses.

1 The existing duplex does not meet the required side yard setback and is existing nonconforming.  
2 The alternation of use from long-term occupancy to transient rental will increase the intensity of  
the use of the land and structure.

3 B. *The proposed change in land use designation is consistent with the goals and policies contained*  
4 *within any applicable area plan because:*

5 “Issues/Opportunities/Constraints” for Bridgeport listed in the Mono County General Plan Land Use  
6 Element (MCGP LUE), state the community has the desire to maintain agricultural uses to preserve  
7 the scenic quality of the land. There is local interest in preserving the small-town character of  
8 Bridgeport, and there is a critical need to create economic development opportunities in the town to  
9 reverse the trend of a steady decline of population and economic activity. There is a strong interest  
to preserve Bridgeport’s historic stature, as well as its historic infrastructure, for generations to  
come. Allowing the land use designation change will allow new discretionary uses for economic  
development opportunities at the property.

10 Policies identified for the Bridgeport Valley in the MCGP LUE, related to this project include:

11 *GOAL 7. Provide for orderly growth in the Bridgeport Valley in a manner that retains the*  
12 *small town character, and protects the area's scenic, recreational, agricultural, and natural*  
13 *resources.*

14 *Objective 7.A. Guide future development to occur on existing private lands in Bridgeport*  
15 *Townsite, east of Bridgeport Reservoir, in the Evans Tract, and at Twin Lakes.*

16 *Objective 7.D. Preserve Bridgeport’s historic significance and economic base.*

17 *Policy 7.D.3. Streamline permitting activity where possible to facilitate economic*  
18 *development in the town.*

19 Changing the land use designation of the property will allow the owner to pursue permits to conduct  
20 a transient rental at the location. The change of designation will not impact agricultural land, or  
21 impact the small town character of Bridgeport. There is a desire to maintain Bridgeport’s economy  
and enhance the recreation opportunities to attract visitors

22 **Alternate Finding** (delete if project is approved):

23 Find that the proposed project does not meet this finding because it conflicts with the following  
24 issues/opportunities/constraints and maps a part of the General Plan:

25 *The separation between jobs and housing may continue in the future due to the nature of the*  
26 *county's economy and the limited potential for future economic expansion in many areas of the*  
27 *county (Countywide Issues/Opportunities/Constraints, #2).*

28 The project will impact the duplex’s use for long-term occupancy. Bridgeport has been  
29 identified as a community losing residences: “Bridgeport has faced a steady decline of  
population and economic activity in recent years. Many local businesses and local services,  
including health care and schools, have already closed or are on the brink of closure. There  
is a critical need to create economic development opportunities in the town to reverse this  
trend.” (Bridgeport Valley Issues/Opportunities/Constraints, #8). The project does not create  
economic development opportunities and impacts long-term housing opportunities.

1 *Land use patterns in the county are influenced by land ownership and topography. Residential and*  
2 *commercial uses are generally concentrated in small communities located in the valleys*  
3 *agricultural and recreational uses are dispersed throughout the county. ...Additional issues that*  
4 *could affect land use patterns within and adjacent to community areas include ... the potential for*  
5 *mixed use development, existing land division patterns, and the existing land use designation*  
6 *(Countywide Issues/Opportunities/Constraints, #7).*

7 By changing the property to Mixed Use, the existing land division patter of this area, and the  
8 existing land use designations may be impacted. The project site is located on the corner of  
9 Aurora Canyon Road (running east-west) and North Buckeye Drive (running north-south).  
10 Two of the four contagious properties are designated MFR-M, and are a part of a 11-parcel  
11 MFR-M district. Properties along the east side of North Buckeye Drive are designated SFR.  
12 With the exception of the project parcel, and the contiguous parcel north, all other parcels  
13 along North Buckeye Drive are SFR. Properties to the south are designated MU, and the  
14 property to the southeast is designated IP. Aurora Canyon Road separates the MU parcels  
15 from residential parcels, and North Buckeye Drive separates the two MFR-M from SFR  
16 parcels. The redesignation of this parcel interrupts the continuity of the area’s land  
17 designation pattern and surrounding residential land uses.

18 *The availability and cost of infrastructure influences development patterns throughout the County.*  
19 *Most of the land available for residential development requires septic systems and individual wells.*  
20 *Some areas of the county have small community water systems but still require individual septic*  
21 *systems; other areas have community sewer systems but require individual wells. Only four*  
22 *unincorporated communities, portions of Bridgeport, Lee Vining, June Lake and Crowley Lake,*  
23 *have both community water and sewer systems serving individual parcels. These parcels are*  
24 *typically ready for immediate development without additional infrastructure costs (Countywide*  
25 *Issues/Opportunities/Constraints, #8).*

26 The project site is served by the Bridgeport Utility District for water. Therefore, the site and  
27 area, is desirable for development. At this time, the County has a priority of developing  
28 residential units for long-term occupancy. By allowing the property to change its land use  
29 designation to Mixed Use for the purpose of conducting transient rental, the County would  
30 be losing a property desirable to long-term occupants.

*The short-term rental phenomenon in residential neighborhoods has some basis in the idea that*  
*excess assets can be rented to or shared with others, potentially for a fee that benefits the owner.*  
*Given the growth in the short-term rental market, the market has evolved from a small-scale*  
*supplemental sharing model to a full investment or business model. (Countywide*  
*Issues/Opportunities/Constraints, #19); and*

*The increase in short-term rentals in single-family residential areas has the potential to further*  
*reduce the already limited housing stock available for workforce housing (Countywide*  
*Issues/Opportunities/Constraints, #22).*

The County has identified a need for long-term residential units. Long-term residential units  
are not in excess and therefore the existing housing stock needs to be preserved.

The adopted Mono County Housing Needs Assessment asserts that:

*Much of the County’s recent housing growth has been driven by second homeownership and, more*  
*recently, vacation rentals. At 35 percent, Mono County has one of the lowest permanent resident*  
*occupancy rates—and, conversely, highest seasonal occupancy rates—of peer counties. The*  
*unincorporated County remains very much a single family detached home market, with typical rural*

1 *development patterns. Overall in the County, fewer than 10 percent of units single family attached or*  
2 *duplex/triplex/fourplex products...According to the resident surveys conducted for this study, low*  
3 *income residents—and residents with larger household sizes, e.g., families with children—are more*  
4 *likely to live outside of Mammoth Lakes. Crowley and Bridgeport, for example, have some of the*  
5 *largest proportions of 4-person households in the County...(Section I, page 4).*

6 The project will reduce the number of residential units available for long-term occupancy.

- 7 C. *The site of proposed change in land use designation is suitable for any of the land uses permitted*  
8 *within the proposed land use designation because:*

9 The analysis contained in the CEQA Addendum for this project found that the land uses permitted  
10 within the proposed MU designation are suitable for the property. The proposed land use designation  
11 will introduce no new outright permitted uses. For any project listed permissible by Director Review  
12 Permit, the Director may determine the project to be controversial, environmentally sensitive, or is  
13 not Categorically Exempt from CEQA. If so determined, a Use Permit shall be required, and an  
14 appropriate environmental report shall be completed for the project (MCGP Land Use Element  
15 31.010). Uses subject to a Use Permit will be analyzed for CEQA compliance, and the CEQA  
16 document must be certified by the Mono County Planning Commission at a public hearing.

17 The site is suitable for the Mixed Use designation because it meets the development standards of the  
18 MU designation, but does encroach into the side yard setback. The encroachment is not detrimental  
19 to the public, or surrounding properties.

20 The existing duplex residential structure is suitable for the proposed transient rental use. Required  
21 parking for the duplex is two spaces per unit plus two spaces for parking, or six spaces of 9' x 18'.  
22 The site can accommodate the required parking on site.

23 **Alternate Finding** (delete if project is approved):

24 Find that the proposed project is not suitable for the land uses permitted within the proposed land  
25 use designation because surrounding properties have residential designations, and existing  
26 residential structures used for long-term occupancy. The MU designation is intended to provide for  
27 a wide range of compatible resident- and visitor-oriented residential and commercial uses, and to be  
28 applied to areas with existing mixed-use development. The project site is within an area  
29 characterized by residential development and use. Existing MU properties are separated from this  
30 site by Aurora Canyon Road. Furthermore, the MU properties contain residential uses. Allowing the  
project site to be designated MU for the purpose of conducting a commercial use, transient rental,  
does not align with the existing land uses of the area.

- 31 D. *The proposed change in land use designation is reasonable and beneficial at this time because:*

32 The applicant desires to change the land use designation to conduct a transient rental (fewer than 30  
33 consecutive days), permissible within the proposed designation to comply with a code enforcement  
34 case. The property's current designation prohibits transient rental.

35 **Alternate Finding** (delete if project is approved):

36 Find the project is not reasonable and not beneficial at this time. The existing designation, MFR-M,  
37 is intended to encourage long-term multifamily housing by allowing for high population densities  
38 and by not allowing commercial lodging facilities. The site contains a residential duplex unit that  
39 has been illegally used for transient rental. To correct the violation, the applicant is requesting the  
40 designation change rather than using the property for long-term occupancy. The Mono County Board

Resolution R22-13

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of Supervisors has identified long-term housing as a need throughout the county, and in allowing this designation change, the property will no longer encourage long-term housing.

E. *The proposed change in land use designation will not have a substantial adverse effect on surrounding properties because:*

The existing uses surrounding the project site can be described as low-density, long-term residential uses. The project site is developed with a residential use, similar to surrounding properties. The use of the property as a transient rental is similar to, and not more obnoxious than long term residential use. Outright permitted uses of the proposed designation are the same as the existing designation, and any new use would require a discretionary land use permit, and potential environmental impacts would be analyzed separately.

**Alternate Finding** (delete if project is approved):

Find the designation change will have a substantial adverse effect on surrounding properties. MU uses permitted by a Director Review and Use Permit are potentially significantly more intense, and while environmental impacts will be analyzed separately under CEQA, potentially allowing those uses on this parcel when the block is MFR-M, is not appropriate. Surrounding properties are contain residential uses and are used for long-term occupancy.

**SECTION FOUR:** The Planning Commission recommends that the Board of Supervisors adopt GPA 22-03 and certify the Addendum.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of November, 2022, by the following vote of the Planning Commission:

AYES :

NOES :

ABSENT :

ABSTAIN :

\_\_\_\_\_  
Patricia Robertson, Chair

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
Heidi Willson  
Secretary of the Planning Commission

\_\_\_\_\_  
Emily Fox  
Assistant County Counsel



## ADDENDUM TO THE MONO COUNTY GENERAL PLAN EIR



### FOR GENERAL PLAN AMENDMENT, LAND USE DESIGNATION CHANGE PROJECT & USE PERMIT/ NICHOLS

#### LEAD AGENCY:

Mono County Planning Department  
Post Office Box 347  
Mammoth Lakes, CA 93546

**November 17, 2022**

#### INTRODUCTION AND BACKGROUND

This document is an Addendum to the Environmental Impact Report (EIR) prepared for the 2015 Mono County Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance Updates; and Repeal of the Conway Ranch Specific Plan (2015 Updates and Repeal of the Conway Ranch Specific Plan) (State Clearinghouse No. 2014061029), which was certified by the Mono County Board of Supervisors in December 2015 (Certified EIR). In accordance with the California Environmental Quality Act (CEQA), this Addendum analyzes the proposed modification to the land use designation on 171 Aurora Canyon Road, Bridgeport, Mono County (APN 008-210-003-000) (the Project) and demonstrates that all potential environmental impacts associated with the proposed modifications would be within the envelope of impacts already evaluated in the Certified EIR.

#### CEQA PROVISIONS FOR PREPARING AN ADDENDUM TO A FINAL EIR

The California Environmental Quality Act (CEQA §15164[a]) states:

*"(a) The lead agency or a responsible agency shall prepare an addendum to a previously certified EIR if some changes or additions are necessary but none of the conditions described in Section 15162 calling for preparation of a subsequent EIR have occurred."*

In turn, §15162 states that preparation of a subsequent EIR is required where one or more of the following occurs:

*"(a) When an EIR has been certified or a negative declaration adopted for a project, no subsequent EIR shall be prepared for that project unless the lead agency determines, on the basis of substantial evidence in the light of the whole record, one or more of the following:*

- (1) Substantial changes are proposed in the project which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects;*
- (2) Substantial changes occur with respect to the circumstances under which the project is undertaken which will require major revisions of the previous EIR or negative declaration due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects; or*
- (3) New information of substantial importance, which was not known and could not have been known with the exercise of reasonable diligence at the time the previous EIR was certified as complete shows any of the following:*
  - (A) The project will have one or more significant effects not discussed in the previous EIR or negative declaration;*
  - (B) Significant effects previously examined will be substantially more severe than shown in the previous EIR;*
  - (C) Mitigation measures or alternatives previously found not to be feasible would in fact be feasible, and would substantially reduce one or more significant effects of the project, but the project proponents decline to adopt the mitigation measure or alternative; or*
  - (D) Mitigation measures or alternatives which are considerably different from those analyzed in the previous EIR would substantially reduce one or more significant effects on the environment, but the project proponents decline to adopt the mitigation measure or alternative."*

Provided in the sections that follow is an assessment of whether any of the above CEQA requirements would necessitate preparation of a subsequent EIR to address changes proposed with Nichols land use designation change.

## **OVERVIEW OF APPROVED PROJECT & SIGNIFICANT UNAVOIDABLE IMPACTS IDENTIFIED IN MONO COUNTY GENERAL PLAN 2015 EIR**

The 2015 Mono County Regional Transportation Plan, General Plan, Countywide Integrated Waste Management Plan, and Noise Ordinance Updates; and Repeal of the Conway Ranch Specific Plan (2015 Updates and Repeal of the Conway Ranch Specific Plan) included a comprehensive update to the Land Use, Circulation, Conservation/Open Space, Safety, and Noise elements, and appendices of the General Plan; as well as the Regional Transportation Plan (RTP), including the Regional Blueprint, Bicycle Transportation Plan, and Trails Plan; three elements of the Countywide Integrated Waste Management Plan (CIWMP); Noise Ordinance; and the repeal of the Conway Ranch Specific Plan. The project is a comprehensive and overarching policy document that will guide policy decisions throughout the 3,132-square mile planning area over the coming years, and includes goals, objectives, policies, actions, programs, maps and figures. The General Plan and RTP update continue to focus growth in and adjacent to existing communities to avoid growth in environmentally sensitive areas and agricultural lands, and support sustainable, healthy, and livable communities. The 2015 Updates will replace the current General Plan elements, RTP, CIWMP and Noise Ordinance.

Results of the analyses contained in the Final EIR for the 2015 Mono County General Plan indicated that project implementation would have potentially significant and unavoidable adverse direct and cumulative environmental impacts on the following resources:

### Biological Resources

- Impact Candidate, Sensitive or Special Status Species
- Impact Riparian Habitat
- Impact Federally Protected §404 Wetlands
- Interfere with Fish or Wildlife Movement or Migration
- Conflict with Local Biological Protection Ordinances

### Geology

- Exposure of people & structures to seismic effects
- Cause substantial soil erosion
- Exposure of people & structures to unstable geology

### Health & Safety Hazards

- Potential for Release of Hazardous Materials
- Inadequate emergency response
- Exposure to wildland fire risks

### Cultural Resources

- Impacts to prehistoric or historic resources
- Impacts to Paleontological Resources
- Impacts to Sacred Lands

### Hydrology

- Violation of Water Quality Objectives
- Violation of Waste Discharge Requirements
- Availability of adequate Water Supplies
- Erosion and Siltation from altered Drainage

### Recreation

- Impacts upon Recreational Facilities

### Aesthetics, Light & Glare

- Impact Scenic Resources in a State Scenic Highway
- Degrade Visual Character or Quality
- Create New Sources of Light and Glare

### Utilities & Public Services

- Impacts on police, fire, schools, other services

## **PROPOSED MODIFICATION**

### **Land Use Designation Modification**

The applicant has proposed to change the land use designation of a parcel from Multi-Family Residential - Moderate to Mixed Use, and a Conditional Use Permit to conduct transient rental (rental less than 30-days). Transient rental is prohibited in the Multi-Family Residential - Moderate land use designation. Transient rental is permissible within the Mixed Use land use designation.

The project is located in an area of residential and mixed uses within the unincorporated community of Bridgeport, Mono County. Properties to the south and southwest are designated Mixed Use, developed with residential uses, and form the district that would absorb this parcel. The parcels to the west and northwest are designated Multi-Family Residential - Moderate (MFR-M) and developed with residential uses. The parcel to the north is also designated Multi-Family Residential - Moderate but is undeveloped. Parcels to the northeast and east are designated Single-Family Residential (SFR) and developed with single-family residences. To the southeast is a parcel designated Industrial Park (IP) that contains telecommunication dishes. Parcels to the south are designated Mixed Use (MU).

The change in land use designation will introduce no new outright permitted uses. For any project listed as subject to a Director Review Permit, the Director may determine the project to be controversial, environmentally sensitive, or is not Categorically Exempt from CEQA. If so determined, a Use Permit shall be required, and an appropriate environmental report shall be completed for the project (MCGP Land Use Element 31.010). Uses subject to a Use Permit will be analyzed for CEQA compliance, and the CEQA document must be certified by the Mono County Planning Commission at a public hearing.

Figure 1. Surrounding land use designations



<b>Permitted Use</b>	
<b>Multi-Family Residential, Moderate</b>	<b>Mixed Use</b>
<p><b>PERMITTED USES</b></p> <ul style="list-style-type: none"> <li>• Single-family dwelling</li> <li>• Manufactured home used as a single-family dwelling – MFR-L only</li> <li>• Duplexes and triplexes</li> <li>• Accessory buildings and uses</li> <li>• Animals and pets (see Animal Standards Section 04.270)</li> <li>• Home occupations (see Home Occupation regulations, Section 04.290)</li> <li>• Small-scale agriculture</li> <li>• Transitional and Supportive Housing</li> <li>• Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act.</li> </ul>	<p><b>PERMITTED USES</b></p> <ul style="list-style-type: none"> <li>• Single-family dwelling</li> <li>• Manufactured home used as a single-family dwelling. Mobile homes are excluded from June Lake</li> <li>• Duplexes and triplexes</li> <li>• Accessory buildings and uses</li> <li>• Animals and pets (see Animal Standards Section 04.270)</li> <li>• Home occupations (see Home Occupation regulations, Section 04.290)</li> <li>• Small-scale agriculture</li> <li>• Transitional and Supportive Housing</li> <li>• Outdoor cultivation of a maximum of six mature and 12 immature cannabis plants under the Compassionate Use Act.</li> </ul>
<b>USES PERMITTED SUBJECT TO DIRECTOR REVIEW (Director Review Processing, Ch. 31)</b>	
<ul style="list-style-type: none"> <li>• MFR-L Model units</li> <li>• None stated for MFR-M and MFR-H</li> </ul>	<ul style="list-style-type: none"> <li>• Residential uses – e.g., condominiums, townhomes, commercial lodging, cluster developments, and apartments</li> <li>• Retail trade – e.g., food, drug, hardware, apparel, arts and crafts, sporting goods, bookstores, bakery, florist</li> <li>• Social care facilities – e.g., medical and dental offices, welfare and charitable services</li> <li>• Professional offices – e.g., real estate, financial, insurance, rental and reservation services, legal services</li> </ul>

	<ul style="list-style-type: none"> <li>• Business services – e.g., business centers, general advertising, business and management consulting</li> <li>• Recreational activities – e.g., health clubs, dance studios</li> <li>• Food service establishments – e.g., restaurants, cafes, delicatessens</li> <li>• Conversion or expansion of existing operations</li> <li>• Transient rentals (fewer than 30 consecutive days)</li> </ul>
<b>USES PERMITTED SUBJECT TO USE PERMIT (Use Permit Processing, Ch. 32)</b>	
<ul style="list-style-type: none"> <li>• Art galleries</li> <li>• Quasi-public buildings and uses</li> <li>• Public utility buildings and structures, not including service yards</li> <li>• Country clubs and golf courses</li> <li>• Condominiums, cooperatives, townhomes, cluster developments, apartments containing four or more units</li> <li>• Parking lots and parking structures</li> </ul>	<ul style="list-style-type: none"> <li>• All of the above uses subject to Director Review, if determined to be necessary by the Community Development director</li> <li>• Parking lots and parking structures other than required off-street parking when abutting a commercial district</li> <li>• Religious and cultural activities – e.g., museums, art galleries, churches</li> <li>• Small-scale malls, plazas, parks and related pedestrian open space</li> <li>• Conversion or expansion of existing operations</li> <li>• Mobile-home parks (see Development Standards – Mobile-home Parks and RV Parks, Ch. 17) c</li> <li>• Recreational-vehicle parks (see Ch. 17) c</li> <li>• Manufactured housing subdivision (see Ch. 18)</li> <li>• Commercial cannabis activity: Manufacturing Type N, Manufacturing Type P, Distribution, Testing, Retail, and Microbusiness (only individual cannabis activities permitted in this designation shall be permitted in a Microbusiness), conducted in compliance with requirements of Chapter 13 of the Land Development Regulations and with the permit and operation requirements of Chapter 5.60 of the Mono County Code.</li> </ul>

The change in land use designation will introduce new development standards. The minimum setback requirement will decrease in the front and rear of the property. The maximum building height will remain 35', and the maximum lot coverage allowed will remain 60%, however within the MU designation a 10% bonus in lot coverage can be allowed when a structure contains a commercial and residential use.

<b>Development Standards</b>	
<b>Multi-Family Residential, Moderate</b>	<b>Mixed Use</b>
<p>Minimum Lot Area:</p> <ul style="list-style-type: none"> <li>• Minimum Lot Dimensions: Width – 60' Depth – 100'</li> <li>• Maximum Lot Coverage: 60%</li> </ul> <ul style="list-style-type: none"> <li>• Minimum Setbacks: Front: 20' Rear: 10' Side: 10'</li> <li>• Maximum Building Height: 35'</li> <li>• Building Density: Condominiums, multifamily residences and similar uses – 15 du/acre. In no case shall projects containing density bonuses exceed 26 units/acre. Units designated as manager/employee housing unit shall not be counted in density calculations.</li> <li>• MFR-M Minimum lot size – 7,500 sf <ul style="list-style-type: none"> <li>○ Developments of three or more units – (number of units) x 2,904 sf</li> </ul> </li> </ul>	<p>Minimum Lot Area:</p> <ul style="list-style-type: none"> <li>• Minimum Lot Dimensions: Width – 60' Depth – 100'</li> <li>• Maximum Lot Coverage: 60% <ul style="list-style-type: none"> <li>○ An additional coverage bonus of 10% (total coverage of 70%) shall be granted to structures that contain mixed commercial and residential (employee or long-term rentals) uses; commercial uses with public accommodations; or commercial uses that front a public pedestrian mall or plaza.</li> </ul> </li> <li>• Minimum Setbacks: Front: 10' Rear: 5' Side: 10'</li> <li>• Maximum Building Height: 35'</li> <li>• Building Density: Hotels, resort hotels, motels – 40 du/acre</li> <li>• Apartments, multifamily units, condominiums and similar uses – 15 du/acre</li> </ul> <ul style="list-style-type: none"> <li>• Minimum lot size: Areas lacking community water and sewer – one-acre minimum all uses; all uses – 10,000 sf <ul style="list-style-type: none"> <li>○ Land uses on lots measuring less than 10,000 sq. ft. shall be limited to single-family residences, duplexes and triplexes.</li> </ul> </li> </ul>

### **Evaluation of the Changes between MFR-M and MU**

There will be no changes to the outright permitted uses, therefore no new impacts would occur compared to the Certified EIR. Uses subject to a Director Review and Use Permit are subject to a separate CEQA evaluation as part of the permitting for the project. The changes in development standards are as follows:

1. Allowable dwelling units will increase from 5 units to 13 units.  
The change is not significant. The property contains a duplex, and a triplex may be permitted outright. To add greater units requires a discretionary land use permit and will trigger further environmental evaluation.
2. The minimum lot size will increase by 2,500 sq ft.  
The change is not significant because the property may not be further subdivided in the designation. The parcel is approximately 14,810 sq ft.
3. MU requires land uses on lots measuring less than 10,000 sq. ft. to be limited to single-family residences, duplexes and triplexes.  
The change is not significant because the property is greater than 10,000 sq. ft. The property is developed with a duplex unit.
4. In the MU designation allows an additional lot coverage bonus of 10% (total coverage of 70%) to be granted to structures that contain mixed commercial and residential (employee or long-term rentals) uses; commercial uses with public accommodations; or commercial uses that front a public pedestrian mall or plaza.  
The change is not significant. An additional 10% lot coverage equates to 1,481 sq ft for this property. Setbacks are required to be met and parking for additional units must be provided. For the bonus to be applicable, a commercial use would need to receive a discretionary land use permit, and additional CEQA analysis would be performed.

### **Conditional Use Permit for Transient Rental**

Transient rental standards were established by the passing of Resolution 12-90 by the Mono County Board of Supervisors for General Plan EIR Addendum #12-01 (State Clearinghouse #98122016). The EIR Addendum found:

1. The Transient Overlay Project will not have a significant effect on the environment nor increase the severity of previously identified significant effects. The creation of a process through which property owners could in the future obtain a transient overlay designation and transient rental permit (thereby enabling them rent their existing homes on a short-term basis) does not in itself cause that designation to be applied to any specific properties. Rather, it simply establishes a process for allowing property owners to seek that designation in the future. Accordingly, no properties are directly affected by this action and there is no actual change in the physical environment as a result of the Project. Prior to any specific properties being designated and permitted for transient rental use, additional compliance with the California Environmental Quality Act would be required.
2. Additionally, even following designation and permitting for transient rental use, there is no change to the underlying property use. Single-family homes that are now used seasonally or periodically by the owner, or are rented on a long term basis, will still be used as single-family homes and in a manner that is not substantially different from how they would be used if they were occupied by full time residents or long-term renters. The General Plan EIR analyzed land use designations at buildout assuming full time occupancy. Since there is virtually no difference in the use of a home being occupied by household A. who is a full time resident and its use by household B. who rents in the home on a short-term basis, the environmental impacts to the neighborhood and surrounding areas are no different. Transient rentals, due to the intermittent and temporary nature of their use, will not create any additional impacts on traffic or air and water quality. Furthermore, since the occupancy and parking will be much more narrowly regulated by a required property manager, the impacts on noise and street congestion will also be reduced . Accordingly, the impacts of the proposed project would not be increased beyond those analyzed in the General Plan EIR.
3. The Transient Overlay Project creates the possibility of a reduction in environmental impacts than exist at present, since transient uses (if ultimately permitted following subsequent discretionary review) would be subject to more stringent restrictions than applicable to full time owner-occupied residences or residences subject to long term lease. Specifically, these include restrictions on occupancy, parking and the requirement for oversight through local property management. Currently there are not any restrictions on how many occupants can use a single-family home, but the occupancy in homes used as transient rentals will be restricted by the number of bedrooms and/or any septic system limitations. Parking requirements will be site specific and will not only have to meet the general plan residential parking standards, but will be limited to onsite parking only. These measures in conjunction with local property management being available 24hrs to regulate non compliant activities of tenants will minimize visual and noise impacts far beyond residences having full time occupancy. Moreover, it provides enhanced enforcement mechanisms to prevent non-permitted or unauthorized transient rentals within residential zones. Because transient rentals are not permitted currently, the County expends

much of its code enforcement resources trying to catch and prosecute the many illegal rentals that are ongoing. The enhanced enforcement mechanisms in conjunction with a way to legalize transient rentals will greatly assist in deterring illegal renting.

4. The change to the regulations affecting the size and permitting requirements of accessory dwelling units will not cause an environmental impact. The change reduces the potential intensity of allowed development and environmental impacts on parcels less than one acre in size.

**Mono County General Plan Land Use Element (MCGP LUE)**

Chapter 26, Transient Rental Standards & Enforcement in Nonresidential and MFR-H Land Use Designations and TRODS, established the regulations for permitting transient rental within the MU designation (the proposed designation). Projects are required to meet several standards to maintain the health, safety, and welfare of occupants and surrounding properties. Once a project receives the land use entitlement, per this chapter, the property owner(s) must obtain a Mono County Business license.

**POTENTIALLY SIGNIFICANT IMPACTS IDENTIFIED IN CERTIFIED EIR**

This Certified EIR focuses on the significant environmental effects of the proposed RTP/General Plan Update, in accordance with the CEQA Guidelines. The CEQA Guidelines defines a significant effect as a substantial adverse change in the physical conditions which exist in the area affected by the proposed project. A less than significant effect is one in which there is no long or short-term significant adverse change in environmental conditions and are summarized in Attachment 1.

The following table identifies mitigation measures that will pertain to the proposed project.

	Land use Designation change from Multi-family Residential, Moderate to Mixed Use	Use Permit to conduct transient rental (less than 30-day rental)
<b>Biological Resources</b>		
Impact Candidate, Sensitive or Special Status Species	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	
Impact Riparian Habitat		
Impact Federally Protected §404 Wetlands		
Interfere with Fish or Wildlife Movement or Migration		
Conflict with Local Biological Protection Ordinances		
<b>Geology</b>		
Exposure of people & structures to seismic effects	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	
Cause substantial soil erosion		
Exposure of people & structures to unstable geology		
<b>Health &amp; Safety Hazards</b>		
Potential for Release of Hazardous Materials	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	
Inadequate emergency response		
Exposure to wildland fire risks		
<b>Cultural Resources</b>		
Impacts to prehistoric or historic resources	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	
Impacts to Paleontological Resources		
Impacts to Sacred Lands		
<b>Hydrology</b>		
Violation of Water Quality Objectives	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	
Violation of Waste Discharge Requirements		
Availability of adequate Water Supplies		
Erosion and Siltation from altered Drainage		
<b>Recreation</b>		
Impacts upon Recreational Facilities	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	
<b>Aesthetics, Light &amp; Glare</b>		
Impact Scenic Resources in a State Scenic Highway	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	
Degrade Visual Character or Quality		
Create New Sources of Light and Glare		
<b>Utilities &amp; Public Service</b>		
Impacts on police, fire, schools, other services	Mitigated to extent feasible through proposed Policies and Actions. No supplemental mitigations recommended.	

## **CONCLUSION**

Based on the considerations and analyses presented above and based on the provisions contained in CEQA §15164[a)], it is concluded that none of the conditions calling for preparation of a subsequent EIR have occurred. The County of Mono, acting as Lead Agency, has therefore determined an Addendum to the certified Final EIR for the Nichols General Plan Amendment and Use Permit is the appropriate CEQA document.

CEQA §15164(c-e) states that "an Addendum need not be circulated for public review but can be included in or attached to the final EIR or adopted negative declaration. The decision-making body shall consider the addendum with the final EIR or adopted negative declaration prior to making a decision on the project. A brief explanation of the decision not to prepare a subsequent EIR pursuant to §15162 shall be included in an addendum to an EIR, the lead agency's findings on the project, or elsewhere in the record. The explanation must be supported by substantial evidence."

# Mono County Community Development Department

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

## Planning Division

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

### **NOTICE OF PUBLIC HEARING**

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on **November 17, 2022**. As authorized by AB 361, Mono County has declared a state of emergency, local officials have recommended or imposed measures to promote social distancing, and the legislative body has made such findings; therefore the meeting will be accessible remotely by livecast at: <https://monocounty.zoom.us/j/88293941545> and by telephone at: 669-900-6833 (Meeting ID# is 882 9394 1545) where members of the public shall have the right to observe and offer public comment, to consider the following: **9:20 a.m. General Plan Amendment 22-01 & Use Permit 22-007/Nichols**. The proposal is to change the land use designation of 171 Aurora Canyon Road (APN 008-210-003) from Multi-Family Residential, Moderate to Mixed Use, and obtain a Use Permit to conduct transient rental (rental less than 30-days) of the existing duplex. The existing duplex consists of a one-bedroom unit and a two-bedroom unit. Maximum occupancy is limited to six people and four vehicles. Approval of the General Plan Amendment by the Board of Supervisors is required before the use permit is valid. The California Environmental Quality Act (CEQA) report prepared for the project is an Addendum to the 2015 Mono County General Plan EIR. Project materials are available for public review online at <https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend the livecast meeting by phone or online, and to **submit comments to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA, 93546, by 8 am on Wednesday, November 17**, to ensure timely receipt, by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov) or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

For additional information or questions, please contact the Mono County Planning Division:

Michael Draper, Planning Analyst  
P.O. Box 347  
Mammoth Lakes, CA 93546  
(760) 924-1805, [mdraper@mono.ca.gov](mailto:mdraper@mono.ca.gov)



Project site: 171 Aurora Canyon Road



Mono County Community Development Dept.  
PO Box 347  
Mammoth Lakes, CA 93546



# MONO COUNTY PLANNING COMMISSION

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

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

November 2, 2022

## NOTICE OF PUBLIC HEARING

NOTICE IS HEREBY GIVEN that the Mono County Planning Commission will conduct a public hearing on **November 17, 2022**. As authorized by AB 361, Mono County has declared a state of emergency, local officials have recommended or imposed measures to promote social distancing, and the legislative body has made such findings; therefore the meeting will be accessible remotely by livecast at: <https://monocounty.zoom.us/j/85665729654> and by telephone at: 669-900-6833 (Meeting ID# is 856 657 296 54) where members of the public shall have the right to observe and offer public comment, to consider the following: **9:20 a.m. General Plan Amendment 22-01 & Use Permit 22-011/Nichols**. The proposal is to change the land use designation of 171 Aurora Canyon Road (APN 008-210-003) from Multi-Family Residential, Moderate to Mixed Use, and obtain a Use Permit to conduct transient rental (rental less than 30-days) of the existing duplex. The existing duplex consists of a one-bedroom unit and a two-bedroom unit. Maximum occupancy is limited to six people and four vehicles. Approval of the General Plan Amendment by the Board of Supervisors is required before the use permit is valid. The California Environmental Quality Act (CEQA) report prepared for the project is an Addendum to the 2015 Mono County General Plan EIR. Project materials are available for public review online at <https://monocounty.ca.gov/planning-commission> and hard copies are available for the cost of reproduction by calling 760-924-1800. INTERESTED PERSONS are strongly encouraged to attend the livecast meeting by phone or online, and to submit comments to the Secretary of the Planning Commission, PO Box 347, Mammoth Lakes, CA, 93546, by **8 am on Wednesday, November 17**, to ensure timely receipt, by email at [cddcomments@mono.ca.gov](mailto:cddcomments@mono.ca.gov) or via the livecast meeting (technology permitting). If you challenge the proposed action(s) in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to Secretary to the Planning Commission at, or prior to, the public hearing.

###

# Mono County Community Development Department

PO Box 347  
Mammoth Lakes, CA 93546  
760.924.1800, fax 924.1801  
[commdev@mono.ca.gov](mailto:commdev@mono.ca.gov)

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

March 15, 2022

Xxx

Xxx

Xxx

xxx

**RE: NATIVE AMERICAN TRIBAL CONSULTATION FOR GENERAL PLAN AMENDMENT,  
NICHOLS**

Dear Chairperson xxx,

As lead agency, the Mono County Community Development Department (the County) is currently anticipating a General Plan Amendment to change the land use designation of one property in the community of Bridgeport, CA, from Multi-Family Residential to Mixed Use. The property is located at 171 Aurora Canyon Road, APN 008-210-003.

State planning law and Senate Bill 18 (SB 18) requires cities and counties to contact and consult with California Native American tribes prior to amending or adopting any general plan or specific plan or designating land as open space.

Tribal participation is very important in the local planning process. Therefore, the purpose of this letter is to invite your participation and ensure the opportunity to conduct consultations in order to preserve, or mitigate impacts to, cultural places located on land within Mono County's jurisdiction that may be affected by these proposed General Plan amendments.

By law, **tribes have 90 days from the date of receipt of this letter to request consultation.** Recognizing that this letter is being sent on or before June 13, 2020, and allowing time for mailing, **your response must be received no later than June 14, 2022.**

### **Meeting Dates & CEQA**

A public hearing before the Planning Commission on this general plan amendment has not yet been scheduled. Following the Planning Commission meeting the project may then proceed to a public hearing by the Mono County Board of Supervisors in June 2022.

As authorized by AB 361, the meetings will be accessible remotely by livecast with Commissioners/Supervisors attending from separate remote locations. At this time, there is no physical meeting location. This altered format is in observance of recent recommendations by local officials that certain precautions be taken, including social distancing, to address the threat of COVID-19. Digital meeting information, including the telephone number and website where members of the public shall have the right to observe and offer comment, will be provided with the agendas of each meeting.

Planning Commission meetings are anticipated to begin at 10:00 am, and Board of Supervisors meetings are anticipated to begin at 9:00 am on the first three Tuesdays of each month. Meeting agendas are posted online on the Planning Commission and Board of Supervisors webpages and can be received via e-mail by subscribing to the Planning Commission and Board of Supervisors e-mail lists at the following links: <https://monocounty.ca.gov/planning-commission> and <https://monocounty.ca.gov/bos>.

We look forward to receiving your reply and any information you are able to share, and would welcome the opportunity to meet with you and other members of the xxx. Thank you for taking the time to consider this invitation.

Sincerely,

Michael Draper  
Planning Analyst  
760.924.1805, [mdraper@mono.ca.gov](mailto:mdraper@mono.ca.gov)



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** January 17, 2023

**Departments: District Attorney**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** David Anderson, District Attorney

**SUBJECT** Employment Agreement - Todd Graham

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Todd Graham as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment.

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution R23-\_\_\_, approving a contract with Todd Graham as Assistant District Attorney, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

### FISCAL IMPACT:

The full cost of salary and benefits for an entire fiscal year is approximately \$182,087, of which \$136,074 is salary and \$46,013 is benefits. This is included in the FY 2022/23 budget.

**CONTACT NAME:** David Anderson

**PHONE/EMAIL:** 7609241714 / danderson@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/5/2023 1:32 PM	County Counsel	Yes
1/12/2023 4:26 PM	Finance	Yes
1/13/2023 1:51 PM	County Administrative Office	Yes

# County of Mono Office of the District Attorney

[www.monocountydistrictattorney.org](http://www.monocountydistrictattorney.org)

**Bridgeport Office:**  
Main St. Court House, P.O. Box 617  
Bridgeport, CA. 93517  
Tel:(760)932-5550 fax: (760)932-5551



**Mammoth Office:**  
Sierra Center Mall, P.O. Box 2053  
Mammoth Lakes, CA. 93546  
Tel:(760)924-1710 fax: (760)924-1711

**David Anderson - District Attorney**

TO: Honorable Board of Supervisors  
FROM: David Anderson, District Attorney  
DATE: January 17, 2023

**Time Needed:** 5 minutes for presentation and 5 minutes for discussion.

**Subject**

At-Will Contract with Todd Graham for the Assistant District Attorney Position.

**Recommendation**

Approval of said Contract with Todd Graham.

**Discussion**

In October 2022, the District Attorney's Office opened a recruitment for the Assistant District Attorney position in anticipation of Tim Kendall's retirement and the position becoming vacant after David Anderson assumed the duties of District Attorney. After a two-month recruitment, the position was offered and accepted on December 20, 2022 by Todd Graham.

Mr. Graham has been employed as a Deputy District Attorney III with the District Attorney's Office since 2017. He also served as a Deputy District Attorney and Assistant District Attorney with Mono County from 1999 to 2013. His intimate knowledge of the County and Office will enable him to effect a seamless transition into the Assistant position.

Mr. Graham has a proven track record and will enable him to effectively represent the residence of our County. He will continue be a great asset to Mono County and to the Mono County District Attorney's Office.



R23-\_\_

**RESOLUTION NO. R23-  
A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING AN EMPLOYMENT AGREEMENT WITH TODD GRAHAM  
FOR THE POSITION OF MONO COUNTY  
ASSISTANT DISTRICT ATTORNEY.**

**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**, on January 17, 2023 the Board of Supervisors entered into an agreement with Todd Graham prescribing the compensation, appointment and conditions of Mr. Graham’s employment with the County (the “Agreement”); and

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that the Employment Agreement of Todd Graham, a copy of which is attached hereto as an exhibit and incorporated herein by this reference as though fully set forth, is hereby approved and the compensation, appointment, and other terms and conditions of employment set forth in that Agreement are hereby prescribed and shall govern the employment of Mr. Graham. The Chairman of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED, APPROVED and ADOPTED** this \_\_\_\_\_ day of \_\_\_\_\_, 2023, by the following vote, to wit:

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

\_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



**EMPLOYMENT AGREEMENT OF TODD GRAHAM  
AS ASSISTANT DISTRICT ATTORNEY FOR MONO COUNTY**

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

**I. RECITALS**

Todd Graham (hereinafter “Mr. Graham”) is currently employed by Mono County as a Deputy District Attorney III. The County wishes to promote Mr. Graham to Assistant District Attorney in accordance with the terms and conditions set forth in this Agreement. Mr. Graham wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence January 17, 2023, (“Effective Date”) and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
2. As of the Effective Date, Mr. Graham will be employed by Mono County as its Assistant District Attorney, serving at the will and pleasure of the District Attorney. Mr. Graham accepts such employment. The District Attorney shall be deemed the “appointing authority” for all purposes with respect to Mr. Graham’s employment. The District Attorney and Mr. Graham will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Graham’s work. Mr. Graham’s job performance and progress towards achieving the agreed-upon goals shall be evaluated by the District Attorney in accordance with the “Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees” adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally implemented by the County (hereinafter the “*Management Compensation Policy*”).
3. Mr. Graham’s salary shall be \$136,074, Range 18, Step C as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R22- adopted on December 20, 2022, hereinafter the “*Salary Matrix*”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix, and as the same may be amended or updated from time to time and unilaterally implemented by the County.
4. Mr. Graham understands that he is responsible for paying the employee’s share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County as determined by the County’s contract with PERS and/or County policy, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees Pension Reform Act of 2013 (PEPRA).

5. Mr. Graham shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service. Mr. Graham understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31<sup>st</sup> of each calendar year in which it is provided, or it is lost. Consistent with Mr. Graham’s uninterrupted employment status, this Agreement shall have no effect on any sick leave or vacation time that Mr. Graham may have accrued as of the effective date of this Agreement nor on his original date of hire or total years of service as a County employee, to the extent the same may be relevant in determining such accruals or Mr. Graham’s date of eligibility for or vesting of any non-salary benefits or for any other purpose.
6. The County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Graham’s full participation in applicable professional associations, for his continued professional growth and for the good of the County, as determined to be appropriate, and as approved by the District Attorney.
7. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Graham shall be entitled to the same general benefits provided by the County to other management-level employees, as described more fully in the County’s Management Benefits Policy. Such benefits include but are not limited to CalPERS retirement benefits at the tier applicable to Mr. Graham’s employment, CalPERS medical insurance, County dental and vision coverage, and life insurance.
8. Mr. Graham understands and agrees that his receipt of compensation or benefits of any kind under this Agreement or under any applicable County Code provision or policy – including but not limited to salary, insurance coverage, and paid holidays or leaves – is expressly contingent on his actual and regular rendering of full-time personal services to the County or, in the event of any absence, upon his proper use of any accrued leave. Should Mr. Graham cease rendering such services during this Agreement and be absent from work without any accrued leave to cover said absence, then he shall cease earning or receiving any additional compensation or benefits until such time as he returns to work and resumes rendering personal services; provided, however, that the County shall provide any compensation or benefits mandated by state or federal law. Furthermore, should Mr. Graham’s regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

9. Consistent with the “at will” nature of Mr. Graham’s employment, the District Attorney may terminate Mr. Graham’s employment at any time during this Agreement, without cause. However, should there be a change in the incumbent holding the office of the District Attorney, Mr. Graham’s employment shall continue for six (6) months following such change (i.e., following the date when the new District Attorney takes office), unless termination for grounds as specified in Section 2.68.230(B) of the County Code or any successor Code provision, as the same may be amended from time to time, is determined by the County Administrative Officer under advice of County Counsel, subject to the review with the Board of Supervisors in closed session. In either event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Graham understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules, except to the extent the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the District Attorney may, in his or her discretion, take during Mr. Graham’s employment.
10. In the event of a termination without cause under paragraph 9, Mr. Graham shall receive as severance pay a lump sum equal to six (6) months’ salary. For purposes of severance pay, “salary” refers only to base compensation. Mr. Graham shall not be entitled to any severance pay in the event that the District Attorney has grounds to discipline him on or about the time he gives him the notice of termination. For purposes of this provision, grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Graham shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.
11. Mr. Graham may resign his employment with the County at any time. His resignation shall be deemed effective when tendered, and this agreement shall automatically terminate on that same date, unless otherwise mutually agreed to in writing by the parties. Mr. Graham shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
12. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Graham.
13. The parties agree that the Board of Supervisors’ approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties’ intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Graham’s

employment with the County nor to give rise to any future contractual remedies for breach of this Agreement or of an implied covenant of good faith and fair dealing. Rather, the parties intend that Mr. Graham's sole remedy in response to any failure by the County to comply with this Agreement shall be traditional mandamus. Pursuant to Government Code sections 53243. Mr. Graham shall reimburse the County for any paid leave pending an investigation, legal criminal defense, or cash settlement related to termination by the County if Mr. Graham is convicted of a crime involving abuse of office or position.

14. Mr. Graham acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Graham further acknowledges that he has participated in the negotiation and preparation of this Agreement and has had the opportunity to be represented by counsel with respect to such negotiation and preparation or does hereby knowingly waive his right to do so, and that he is fully aware of the contents of this Agreement and of its legal effect. Thus, any ambiguities in this Agreement shall not be resolved in favor of or against either party.

### III. EXECUTION:

This Agreement is executed by the parties this 17th day of January, 2023.

EMPLOYEE

THE COUNTY OF MONO

*Todd Graham*

Todd Graham (Jan 12, 2023 11:23 PST)

Todd Graham

By: Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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







# Todd\_Graham\_Contract\_ADA\_2023 (1)

Final Audit Report

2023-01-12

Created:	2023-01-12
By:	Cheyenne Stone (cstone@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAA05JbxPlain1xma3DisEri4RHhtEARmzL

## "Todd\_Graham\_Contract\_ADA\_2023 (1)" History

-  Document created by Cheyenne Stone (cstone@mono.ca.gov)  
2023-01-12 - 7:20:06 PM GMT
-  Document emailed to tgraham@mono.ca.gov for signature  
2023-01-12 - 7:20:39 PM GMT
-  Email viewed by tgraham@mono.ca.gov  
2023-01-12 - 7:22:49 PM GMT
-  Signer tgraham@mono.ca.gov entered name at signing as Todd Graham  
2023-01-12 - 7:23:08 PM GMT
-  Document e-signed by Todd Graham (tgraham@mono.ca.gov)  
Signature Date: 2023-01-12 - 7:23:10 PM GMT - Time Source: server
-  Agreement completed.  
2023-01-12 - 7:23:10 PM GMT





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: CAO**

**TIME REQUIRED** 5 minutes

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

**SUBJECT** Amendment to Employment Agreement - Chris Mokracek

**AGENDA DESCRIPTION:**

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

Proposed resolution approving a contract amendment for Christopher Mokracek as Interim Director of Animal Services and Director of Emergency Management, and prescribing the compensation, appointment and conditions of said employment.

**RECOMMENDED ACTION:**

Announce Fiscal Impact. Approve Resolution R23-\_\_\_, approving a contract amendment with Christopher Mokracek as Interim Director of Animal Services in addition to his role as Director of Emergency Management and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**FISCAL IMPACT:**

The fiscal impact of this interim appointment is an increase in salary and benefits of \$28,617, of which \$25,322 is salary and \$3,295 is benefits. The 15% increase will be covered through Animal Services wage and salary savings included in the approved FY 2022/2023 budget for the Animal Services department.

**CONTACT NAME:** Cheyenne Stone

**PHONE/EMAIL:** 760-932-5408 / cstone@mono.ca.gov

**SEND COPIES TO:**

Cheyenne & HR team.

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution</a>
<a href="#">At-Will Contract</a>

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**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/12/2023 5:36 PM	County Counsel	Yes
1/12/2023 4:29 PM	Finance	Yes
1/13/2023 1:48 PM	County Administrative Office	Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

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

Date: January 17, 2023

**BOARD OF SUPERVISORS**

CHAIR

Rhonda Duggan / District 2

VICE CHAIR

John Peters / District 4

Bob Gardner / District 3

Lynda Salcido / District 5

Jennifer Kreitz / District 1

To: The Honorable Mono County Board of Supervisors

From: Robert C. Lawton, County Administrator

Re: Interim Appointment for Director of Animal Services

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. David Anderson

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Chris Mokracek (Interim)

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION TECHNOLOGY**

Milan Salva (Interim)

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Kathy Peterson (Interim)

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

**Recommended Action:**

Staff recommends that your Board:

1. Adopt Resolution #R23-\_\_\_, approving a contract amendment for Christopher Mokracek as Interim Director of Animal Services and Director of Emergency Management, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute the said contract on behalf of the County.

**Discussion**

There is a need to fill the vacancy for Director of Animal Services. Mr. Mokracek has worked with Animal Services staff and, in every confidence, has the professionalism and capability to absorb the additional role of serving as Interim Director for Animal Services. Mr. Mokracek has 26 years of experience managing emergency services personnel, with the last five years as the Chief of Mono County EMS supervising a staff of 26. He is currently supervising one staff person under Emergency Management. The appointment of Mr. Mokracek will provide continuity of leadership and establish the necessary command structure for the Animal Services department while Administration seeks to recruit an Animal Services Director.

**Fiscal Impact**

The fiscal impact of this interim appointment is an increase in salary and benefits of \$28,617, of which \$25,322 is salary and \$3,295 is benefits. The 15% increase will be covered through Animal Services wage and salary savings included in the approved FY 2022/2023 budget for the Animal Services department.





**RESOLUTION NO. R23-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
AMENDMENT TO THE EMPLOYMENT AGREEMENT WITH CHRISTOPHER  
MOKRACEK AND PRESCRIBING THE COMPENSATION, APPOINTMENT,  
AND CONDITIONS OF SAID EMPLOYMENT**

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

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors, that the Employment Agreement of Christopher Mokrcek, adopted by Resolution R22-86 on August 9, 2022, is hereby amended as set forth in the Agreement and First Amendment to Employment Agreement of Christopher Mokrcek (“First Amendment”), a copy of which is attached hereto as an exhibit, incorporated herein by this reference as though fully set forth and explicitly made effective as of January 17, 2023. The Chair of the Board of Supervisors shall execute said First Amendment on behalf of the County.

**PASSED AND ADOPTED** this 17<sup>th</sup> day of January 2023, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

\_\_\_\_\_  
Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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

**AGREEMENT AND FIRST AMENDMENT TO  
AGREEMENT REGARDING EMPLOYMENT  
OF CHRISTOPHER MOKRACEK**

This Agreement and First Amendment is entered into by and between Christopher Mokracek (Mr. Mokracek) and the County of Mono (collectively “the parties”) for the purpose of amending the Employment Agreement of Mr. Mokracek entered into on August 9, 2022 (“the Agreement”).

**I. RECITALS**

- A. The County currently employs Mr. Mokracek as its Director of Emergency Management, in accordance with the terms and conditions of the Agreement.
- B. The County now wishes to additionally and temporarily employ Mr. Mokracek as Interim Director of Animal Services, pursuant to the terms and conditions set forth in this First Amendment and the Agreement. Mr. Mokracek is willing to accept such temporary appointment.

**II. AGREEMENT**

**NOW, THEREFORE**, the parties agree to amend the Agreement as follows:

- 1. The following is added to Section 2 of the Agreement:

“Notwithstanding anything to the contrary contained in this Agreement, commencing on January 17, 2023, and until otherwise directed by the Board of Supervisors or County Administrative Officer (CAO), Mr. Mokracek shall serve as Interim Director of Animal Services for Mono County, in addition to his role as Director of Emergency Management. In the event the Board or CAO notify Mr. Mokracek that he will no longer serve as Interim Director of Animal Services, this First Amendment shall automatically terminate and Mr. Mokracek’s employment as Director of Emergency Management shall continue to be governed solely by the Agreement.”

- 2. The following is added to Section 3 of the Agreement:

“Notwithstanding anything to the contrary herein, during the period of Mr. Mokracek’s temporary appointment as Interim Director of Animal Services, his salary for performing the work set forth in the Agreement and this First Amendment shall be Range 20, Step E, as set forth in the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R22-139 adopted on December 25, 2022).”

- 3. All other provisions of the Agreement not hereby amended shall remain in full

force and effect.

**III. EXECUTION:**

The parties hereby execute this Agreement and First Amendment, effective as of January 17, 2023.

**EMPLOYEE**



\_\_\_\_\_  
Christopher Mokracek

**THE COUNTY OF MONO**

\_\_\_\_\_  
By: Rhonda Duggan, Chair  
Board of Supervisors

APPROVED AS TO FORM:

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






# First\_Amendment\_Interim\_Director\_EMS and Animal Services CMokracek

Final Audit Report

2023-01-12

Created:	2023-01-12
By:	Cheyenne Stone (cstone@mono.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAyBsCxks_Hv7MkiZe9plgd1b3BWUzg6y9

## "First\_Amendment\_Interim\_Director\_EMS and Animal Services CMokracek" History

-  Document created by Cheyenne Stone (cstone@mono.ca.gov)  
2023-01-12 - 8:51:13 PM GMT
-  Document emailed to Chris Mokracek (cmokracek@mono.ca.gov) for signature  
2023-01-12 - 8:51:35 PM GMT
-  Email viewed by Chris Mokracek (cmokracek@mono.ca.gov)  
2023-01-12 - 9:07:02 PM GMT
-  Document e-signed by Chris Mokracek (cmokracek@mono.ca.gov)  
Signature Date: 2023-01-12 - 9:07:52 PM GMT - Time Source: server
-  Agreement completed.  
2023-01-12 - 9:07:52 PM GMT





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: CAO, Emergency Management**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Chris Mokracek, Director of  
Emergency Management

**SUBJECT** Purchase of Motorola Radio  
Equipment to Establish Radio  
Repeater Sites

**AGENDA DESCRIPTION:**

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

Purchase of emergency radio equipment for 4-Channel VHF High Power ASR Sites with Radio Frequency Distribution Systems to be ultimately located at sites in Mammoth Lakes (2 sites), June Lake, Antelope Valley and Benton and incorporated into the State of California's CRIS Radio System. The County's payment obligations under the agreement shall be made contingent upon actual receipt of funding through the federal 2023 Omnibus Appropriations Bill.

**RECOMMENDED ACTION:**

Authorize the County Administrative Officer, in consultation with County Counsel to: (1) negotiate terms, that do not substantively change the nature of the purchase or the price; and (2) execute an agreement with Motorola Solutions, Inc., in substantially the form attached to this staff report, for the purchase of radio equipment necessary to equip five (5) 4-Channel VHF High Power ASR Sites with Radio Frequency Distribution Systems, as generally set forth in the attached proposal from Motorola Solutions, Inc.

**FISCAL IMPACT:**

\$1,317, 280 in equipment costs. Funding will come from appropriations made through the 2023 Omnibus Appropriations Bill. The purchase is contingent upon receipt of funding. This was not included in the FY 2022/23 adopted budget.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Proposal and Draft Agreement</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/13/2023 8:57 AM	County Counsel	Yes
1/13/2023 10:15 AM	Finance	Yes
1/13/2023 1:54 PM	County Administrative Office	Yes



**Date:** January 17, 2023

**To:** Honorable Board of Supervisors

**From:** Chris Mokracek, Director of Emergency Management

**Subject:** Agreement with Motorola Solutions, Inc. for the purchase of equipment for five radio repeater sites in Mono County

**Recommended Action:**

Authorize the County Administrative Officer, in consultation with County Counsel to: (1) negotiate terms, that do not substantively change the nature of the purchase or the price; and (2) execute an agreement with Motorola Solutions, Inc., in substantially the form attached to this staff report, for the purchase of radio equipment necessary to equip five (5) 4-Channel VHF High Power ASR Sites with Radio Frequency Distribution Systems, as generally set forth in the attached proposal from Motorola Solutions, Inc., and for a not-to-exceed amount of \$1,317,280.58.

The County's payment obligations under the agreement shall be made contingent upon actual receipt of funding through the federal 2023 Omnibus Appropriations Bill and entry into an agreement with the California Office of Emergency Services to become a primary user of the CRIS radio system, unless the latter is waived by the County Administrative Officer for good cause.

**Discussion:**

Mono County's emergency radio communications system is outdated and its replacement is among the County's highest strategic priorities. One of the challenges to accomplishing this priority has been cost, as the purchase, installation and management of an up-to-date, functional countywide system that meets the needs of our emergency responders is significant. In 2022, the County requested a federal appropriation to offset these substantial costs. In late December, the County learned that its efforts were successful and that \$3,000,000 had been allocated through the 2023 Omnibus Appropriations Bill for system replacement in Mono County.

These federal funds will enable Mono County to take a significant step towards system replacement, more than covering the costs to purchase radio equipment from Motorola Solutions, Inc., for installation at the following locations:

1. Mammoth Lakes Fire Station #1
2. Lincoln Mountain/MMSA
3. June Mountain/MMSA
4. Antelope Valley – location TBD
5. Benton – location TBD



**OFFICE OF EMERGENCY MANAGEMENT  
COUNTY OF MONO**

**Chris Mokracek, Director  
(760) 924-4633**

Rather than installing and operating the system on its own, Mono County would move forward in partnership with the California Office of Emergency Services (Cal OES), the Town of Mammoth Lakes, and Mammoth Lakes Fire, each of which would become a part of the CRIS Radio Project.

Cal OES will engineer, install and maintain the equipment that is purchased by Mono County. Mono County will not be billed for these functions as the equipment becomes part of the CRIS radio system and the equipment costs serve as consideration for Cal OES's services. At this point it is uncertain whether Mono County, and other users in the County, would pay a monthly subscription fee for the service. Cal OES has preliminarily suggesting that subscription fees be waived based on the County's significant contribution of equipment to the project, and details remain to be finalized.

To join the CRIS System, Mono County would enter into an agreement with Cal OES to become a primary user of CRIS ("Subscriber Agreement"). The Subscriber Agreement would address current unknowns, including roles and responsibilities of the parties, fees and costs and the final location of radio sites. The County has received a draft of the agreement from Cal OES and must work with its emergency responder partners to ensure that the agreement meets local needs. Accordingly, it is proposed that purchase of the Motorola equipment be made contingent not only on receipt of the federal appropriations, but also upon finalization of the Subscriber Agreement, unless the CAO determines that the terms are sufficiently firm to make radio purchase appropriate without a final Subscriber Agreement.

After execution of the Subscriber Agreement, Cal OES would commence the processes of acquiring radio frequencies, ordering auxiliary parts and similar tasks in preparation for site acquisition, readiness and installation.

If there are any questions regarding this item prior to the Board meeting, please contact me at 760-924-4633 or by email at [cmokracek@mono.ca.gov](mailto:cmokracek@mono.ca.gov).

**Fiscal Impact:**

\$1,317, 280.58 in equipment costs. Funding will come from appropriations made through the 2023 Omnibus Appropriations Bill.



# MONO COUNTY

FIVE ASTRO REPEATER SITES

DECEMBER 22, 2022

The design, technical, pricing, and other information ("Information") furnished with this submission is proprietary and/or trade secret information of Motorola Solutions, Inc. ("Motorola Solutions") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola Solutions.

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Motorola Solutions, Inc.  
1303 E. Algonquin Rd.  
Schaumburg, IL 60196  
USA

Tel. + 1 847 576 5000  
Fax + 1 847 538 6020

December 22, 2022

Chris Mokracek  
Mono County  
49 Bryant Street  
Bridgeport, CA 93517  
Subject: Five ASTRO Repeater Sites/

Dear Mr. Mokracek,

Motorola Solutions, Inc. ("Motorola Solutions") is pleased to have the opportunity to provide Mono County with quality communications equipment and services. The Motorola Solutions project team has taken great care to propose a solution that will meet your needs and provide unsurpassed value.

To best meet the functional and operational specifications of this solicitation, our solution includes a combination of hardware, software, and services. Specifically, this solution is for the addition of five ASTRO Repeater sites (ASR) to the CRIS system and provides:

- Five (5) 4-Channel VHF High Power ASR Sites with Radio Frequency Distribution Systems

This proposal is subject to the terms and conditions in the existing contract between The State of California and Motorola, contract number STPD-SW-1311-01 ("Contract"), together with the enclosed terms and conditions in this proposal, and shall remain valid through January 20, 2022. Mono County may accept the proposal by delivering to Motorola the CSSA signed by Chris Mokracek. Alternatively, Motorola Solutions would be pleased to address any concerns Mono County may have regarding the proposal. Any questions can be directed to your Motorola Account Executive, Jeff Wade, our Sr. Account Executive, at (707) 548-6527 or [jeffrey.wade@motorolasolutions.com](mailto:jeffrey.wade@motorolasolutions.com).

We thank you for the opportunity to furnish Mono County with "best in class" solutions and we hope to strengthen our relationship by implementing this project. Our goal is to provide you with the best products and services available in the communications industry.

Sincerely,

A handwritten signature in blue ink, appearing to read "Michael De Benedetti".

Michael De Benedetti  
MSSI Vice President  
Motorola Solutions, Inc.

SECTION 1

# SYSTEM DESCRIPTION

After carefully reviewing your requirements for improved radio communications, Motorola Solutions, Inc. (Motorola Solutions) has prepared this solution to provide Mono County with a quote for five (5) additional Astro25 Site Repeater sites that will be added to the State of California CRIS existing ASTRO 25 system.

## 1.1 SOLUTION DESIGN HIGHLIGHTS

- Five (5) VHF GTR8000 ESS Phase 2 TDMA 4-Channel packages
- Additional High Power Option
- Additional Dynamic Channel Option
- Additional Battery Backup Option
- Network Control and Backhaul Interface packages
- Five (5) Remote Site AUX I/O
- Five (5) budgetary VHF RF Distribution Systems (RFDS)
- Five (5) VHF Dual Feed Antennas

### NOTES:

- ESS stations subject to change, High Power may be required by the State
- Frequencies are unknown, RFDS and Antenna pricing are subject to change. High Power compatibility may require additional cost.
- GTRs trickle charge function used to charge battery banks
- SDM used at remote sites until MC-Edge is ready in UEM
- Staging down via remote VPN into CRIS core
- CRIS techs treated as STs for deployment services
- Spectrum fingerprinting services declined by CRIS for VHF sites

## 1.2 TRUNKED REPEATER SITE

The ASTRO 25 Radio Frequency (RF) site supports a wide variety of configurations to meet critical communications requirements for present and future communication needs. The G-series site equipment offers increased reliability, compliance with cybersecurity standards,



and occupies a smaller physical and energy footprint for crowded site locations. The design of this equipment ensures that most upgrades, migrations, and conversions can be completed via software upgrades only. Motorola Solutions G-series trunked repeater sites consist of GTR 8000 Repeaters and GCP 8000 Site Controllers.

The GTR 8000 Base Radio consists of a transceiver module, power amplifier module, fan module, and power supply. The transceiver module includes the functionality for the exciter, receiver, and station control. The base radio software, configuration, and network management, as well as inbound/outbound traffic handling, are performed through this transceiver module. On-board serial and Ethernet ports are located on this module for local servicing through Configuration/Service Software (CSS). The power amplifier module amplifies the low-level modulated RF signal from the transceiver module and delivers the amplified signal on the path to the transmit antenna. The power supply module supports the transceiver and power amplifier modules, and can also provide auxiliary power to a connected site controller or receive multicoupler/low noise amplifier.

The GCP 8000 Site Controller is used at an ASTRO 25 trunking site to assign voice and data channels, manage and report alarms on site resources, provide Ethernet switching capability, and provide a frequency reference to GTR 8000 Base Radios. The frequency reference is provided either via a GPS receiver or an ultra high stability oscillator. The nature of these frequency references eliminates or minimizes site visits for frequency tuning servicing. Redundant site GCP 8000 controllers at each RF site maintain communications with the equipment at the ASTRO 25 core site. The site controller manages the RF site and its channels. Should connectivity between the RF site and the core fail, the site controller or its redundant backup immediately directs channel assignment for all talkgroup, unit-to-unit, and emergency calls within its own coverage area, essentially taking on the role of the "core site" for local traffic.



SECTION 2

# STATEMENT OF WORK

Motorola is proposing to Mono County the delivery and staging of the following equipment that will ultimately reside at the specified locations.

Site Name	Major Equipment
Mammoth Lakes Fire Station #1	4 VHF High Powered GTRs in ESS Configuration, Five Aux I/Os, Five VHF RF Distribution Systems (RFDS) and Five Dual Feed VHF Antennas.
Lincoln Mountain	4 VHF High Powered GTRs in ESS Configuration, Five Aux I/Os, Five VHF RF Distribution Systems (RFDS) and Five Dual Feed VHF Antennas.
Benton	4 VHF High Powered GTRs in ESS Configuration, Five Aux I/Os, Five VHF RF Distribution Systems (RFDS) and Five Dual Feed VHF Antennas.
Antelope Valley	4 VHF High Powered GTRs in ESS Configuration, Five Aux I/Os, Five VHF RF Distribution Systems (RFDS) and Five Dual Feed VHF Antennas.
June Mountain	4 VHF High Powered GTRs in ESS Configuration, Five Aux I/Os, Five VHF RF Distribution Systems (RFDS) and Five Dual Feed VHF Antennas.

The document delineates the general responsibilities between Motorola and Mono County as agreed to by contract.

## 2.1 MOTOROLA RESPONSIBILITIES

Motorola’s general responsibilities include the following:

- Manufacture the Fixed Network Equipment (FNE) necessary for the system based on equipment order.
- Procure non-Motorola equipment necessary for the system based on equipment order.
- Stage the equipment.
- Ship all equipment to the field.

## 2.2 MONO COUNTY RESPONSIBILITIES

Mono County will assume responsibility for receiving, inventory, programming, configuration and performance of all equipment and work necessary for completion of this project that is not provided by Motorola. Motorola will not be providing installation services. General responsibilities for Mono County include the following:



- Mono County will provide a dedicated delivery point, such as a warehouse, for receipt, inventory and storage of equipment prior to delivery to the site(s).
- Mono County is responsible for delivery/transport of the equipment from the dedicated delivery location to the final site for installation.
- Perform the implementation of the Motorola supplied equipment described above.
- Insure communications sites meet space, grounding, power, and connectivity requirements for the installation of all equipment.
- Obtain all licensing, site access, or permitting required for project implementation.
- Obtain frequencies for project as required.

## 2.3 ASSUMPTIONS

Motorola has made several assumptions in preparing this proposal, which are noted below. In order to provide a firm quote, Motorola will need to verify all assumptions or seek alternate solutions in the case of invalid assumptions.

- Mono County will assume responsibility for receiving, inventory, programming, configuration and performance of all equipment of the proposed system described in the Technical Description section of this document. Motorola Solutions has not included any services or deliverables to implement the proposed system required for system integration to the CRIS system.
- Motorola Solutions will be providing staging services for the equipment.
- Mono County's responsibilities include the following:
  - Obtain and provide zoning approvals, permits, and lease agreements for all of the proposed sites and locations as required.
  - Obtain and provide authorized frequencies.
  - Provide adequate space for the system equipment.
  - Provide site acquisition and development, electrical work, HVAC, grounding systems, provisioning of emergency power systems (e.g. backup generators), cable entry panels, wall penetrations and core drilling, and support equipment for cable runs (e.g. cable tray, ice-bridge, conduit).
  - Provide network connectivity to the CRIS system.
  - Perform structural analysis of existing tower and rooftops, as required, to confirm that the structure is capable of supporting proposed and future antenna loads.
  - Provide secure storage for the system equipment.
- All existing sites or equipment locations will have sufficient space available for the system described as required/specified by R56.
- All existing sites or equipment locations will have adequate electrical power in the proper phase and voltage and site grounding to support the requirements of the system described.
- All existing towers will have adequate space and size to support the antenna network requirements of the system described.
- Any site/location upgrades or modifications are the responsibility of the customer.
- Any tower stress analysis or tower upgrade requirements are the responsibility of the customer.
- Approved FCC licensing provided by the customer.
- Frequencies for the system shall have 150 kHz separation.
- Approved local, State or Federal permits as may be required for the installation and operation of the proposed equipment are the responsibility of the customer.



- Any required system interconnections not specifically outlined here will be provided by the Customer. These may include dedicated phone circuits, microwave links or other types of connectivity.
- No coverage guarantee is included in this proposal.
- Motorola is not responsible for interference caused or received by the Motorola provided equipment except for interference that is directly caused by the Motorola provided transmitter(s) to the Motorola provided receiver(s). Should the Customer's system experience interference, Motorola can be contracted to investigate the source and recommend solutions to mitigate the issue.





SECTION 3

# SERVICE/WARRANTY

To correct possible defects in materials and workmanship, a standard one-year manufacturer's limited commercial warranty is included with the purchase of Motorola Solutions equipment. This warranty covers equipment supplied by Motorola Solutions, and does not cover any Mammoth Lakes-furnished equipment. Warranty services include equipment repair during normal business hours, Monday through Friday, excluding holidays observed by Motorola Solutions.

Today's IP-based, software-driven communications systems provide our customers with robust features and advanced applications, which can lead to increased productivity and operational efficiency. The integration of third party software applications and commercial-off-the-shelf (COTS) equipment provide benefits and flexibility, yet they also affect how these systems are managed and sustained. Multiple technologies and vendors must now be addressed in a sustainment plan. Cybersecurity, security, and technology obsolescence strategies must be taken into account.

Motorola Solutions has invested heavily in developing the resources, tools, policies, and programs necessary to fully support and sustain these highly complex systems. Our plans have been designed to address the unique challenges involved in sustaining new IP-based, multi-vendor technologies. Motorola Solutions has a proven track record with customers in providing comprehensive and effective sustainment plans. Each service offering is managed by a Motorola Solutions Customer Service Manager (CSM), who provides an experienced interface between our customers and the organizations providing service. Motorola Solutions can provide information and pricing on additional services upon request.



SECTION 4

# EQUIPMENT LIST

This section lists the equipment necessary for the proposed solution.

## 4.1 FIVE 4-CHANNEL ASR SITES

SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
MASTER SIT	NMS/ZC	1	-	1	SQM01SUM0323	ASTRO MASTER SITE
MASTER SIT	NMS/ZC	1	a	1	CA03517AC	ADD: CORE EXPANSION
MASTER SIT	NMS/ZC	1	b	5	UA00153AB	ADD: P25 FDMA TRUNKING OPERATION SI
MASTER SIT	NMS/ZC	1	c	5	UA00159AB	ADD: P25 PHASE 2 TDMA TRKNG OP SITE
MASTER SIT	NMS/ZC	1	d	20	UA00161AA	ADD: P25 PHASE 2 TDMA SW BASE RADIO
MASTER SIT	NMS/ZC	1	e	20	UA00162AA	ADD: PHASE 2 DYNAMIC CH BASE RADIO
MASTER SIT	NMS/ZC	1	f	5	UA00160AA	ADD: PHASE 2 DYNAMIC TG ASGNMT SITE
MASTER SIT	NMS/ZC	1	g	5	UA00408AA	ADD: ENHANCED DATA-P25 TRNK SITE
MASTER SIT	NMS/ZC	1	h	5	CA01316AA	ADD: UNC ADDTL DEVICE LIC (QTY 10)
ASR1	NETWORK	2	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR1	NETWORK	2	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR1	NETWORK	2	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR1	NETWORK	3	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR1	NETWORK	3	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR1	NETWORK	3	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR1	ETHNTSURGE	4	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
ASR1	ETHNTSURGE	5	-	2	DS11011001	SPD, SHIELDED RJ-45 JACK, SINGLE LI
ASR1	GTR8000	6	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
ASR1	GTR8000	6	a	4	X531BG	ADD: VHF 100W LINEAR
ASR1	GTR8000	6	b	1	X699	ADD: FACTORY TEST REPORT
ASR1	GTR8000	6	c	1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1
ASR1	GTR8000	6	d	1	X530BG	ADD: VHF (136-174 MHZ)
ASR1	GTR8000	6	e	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
ASR1	GTR8000	6	f	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
ASR1	GTR8000	6	g	4	CA01842AA	ADD: P25 TDMA SOFTWARE
ASR1	GTR8000	6	h	4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
ASR1	GTR8000	6	i	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
ASR1	GTR8000	6	j	2	CA03736AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR1	GTR8000	6	k	2	CA03745AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR1	GTR8000	6	l	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU



SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
ASR1	GTR8000	7	-	1	T8343	GSERIES SOFTWARE LICENSING
ASR1	GTR8000	7	a	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
ASR1	GTR8000	7	b	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
ASR1	APM	8	-	1	DSAPM1317K248	ADVANCED POWER MONITOR, 132-174 MHZ
ASR1	APM	9	-	1	DQSPD2859C1	VHF 4CH COMBINING AND MULTICOUPLING
ASR1	AUX_IO	10	-	1	F4544	SITE MANAGER ADVANCED
ASR1	AUX_IO	10	a	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
ASR1	AUX_IO	10	b	1	VA00905	ADD:24/48 VDC PS TO SM
ASR1	AUX_IO	10	c	1	V592	AAD TERM BLCK & CONN WI
ASR1	48V_POWER	11	-	2	DSSP4KHAM5B1A	5A CIRCUIT BREAKERS
ASR1	48V_POWER	12	-	2	DSSP4KHAM100B1A	BREAKER, 100 AMP
ASR1	48V_POWER	13	-	8	DSNSB170FT	BATTERY, 12V, 170AH HT RED NORTHSTA
ASR1	48V_POWER	14	-	1	DSZ423BTRACK11	NEG GROUND BATT RACK, 7.5FT, 23IN,
ASR2	NETWORK	15	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR2	NETWORK	15	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR2	NETWORK	15	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR2	NETWORK	16	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR2	NETWORK	16	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR2	NETWORK	16	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR2	ETHNTSURGE	17	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
ASR2	ETHNTSURGE	18	-	2	DS11011001	SPD, SHIELDED RJ-45 JACK, SINGLE LI
ASR2	GTR8000	19	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
ASR2	GTR8000	19	a	4	X531BG	ADD: VHF 100W LINEAR
ASR2	GTR8000	19	b	1	X699	ADD: FACTORY TEST REPORT
ASR2	GTR8000	19	c	1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1
ASR2	GTR8000	19	d	1	X530BG	ADD: VHF (136-174 MHZ)
ASR2	GTR8000	19	e	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
ASR2	GTR8000	19	f	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
ASR2	GTR8000	19	g	4	CA01842AA	ADD: P25 TDMA SOFTWARE
ASR2	GTR8000	19	h	4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
ASR2	GTR8000	19	i	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
ASR2	GTR8000	19	j	2	CA03736AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR2	GTR8000	19	k	2	CA03745AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR2	GTR8000	19	l	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
ASR2	GTR8000	20	-	1	T8343	GSERIES SOFTWARE LICENSING
ASR2	GTR8000	20	a	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
ASR2	GTR8000	20	b	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
ASR2	APM	21	-	1	DSAPM1317K248	ADVANCED POWER MONITOR, 132-174 MHZ



SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
ASR2	APM	22	-	1	DQSPD2859C2	VHF 4CH COMBINING AND MULTICOUPLING
ASR2	AUX_IO	23	-	1	F4544	SITE MANAGER ADVANCED
ASR2	AUX_IO	23	a	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
ASR2	AUX_IO	23	b	1	VA00905	ADD:24/48 VDC PS TO SM
ASR2	AUX_IO	23	c	1	V592	AAD TERM BLCK & CONN WI
ASR2	48V_POWER	24	-	2	DSSP4KHAM5B1A	5A CIRCUIT BREAKERS
ASR2	48V_POWER	25	-	2	DSSP4KHAM100B1A	BREAKER, 100 AMP
ASR2	48V_POWER	26	-	8	DSNSB170FT	BATTERY, 12V, 170AH HT RED NORTHSTA
ASR2	48V_POWER	27	-	1	DSZ423BTRACK11	NEG GROUND BATT RACK, 7.5FT, 23IN,
ASR3	NETWORK	28	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR3	NETWORK	28	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR3	NETWORK	28	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR3	NETWORK	29	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR3	NETWORK	29	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR3	NETWORK	29	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR3	ETHNTSURGE	30	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
ASR3	ETHNTSURGE	31	-	2	DS11011001	SPD, SHIELDED RJ-45 JACK, SINGLE LI
ASR3	GTR8000	32	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
ASR3	GTR8000	32	a	4	X531BG	ADD: VHF 100W LINEAR
ASR3	GTR8000	32	b	1	X699	ADD: FACTORY TEST REPORT
ASR3	GTR8000	32	c	1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1
ASR3	GTR8000	32	d	1	X530BG	ADD: VHF (136-174 MHZ)
ASR3	GTR8000	32	e	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
ASR3	GTR8000	32	f	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
ASR3	GTR8000	32	g	4	CA01842AA	ADD: P25 TDMA SOFTWARE
ASR3	GTR8000	32	h	4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
ASR3	GTR8000	32	i	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
ASR3	GTR8000	32	j	2	CA03736AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR3	GTR8000	32	k	2	CA03745AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR3	GTR8000	32	l	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
ASR3	GTR8000	33	-	1	T8343	GSERIES SOFTWARE LICENSING
ASR3	GTR8000	33	a	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
ASR3	GTR8000	33	b	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
ASR3	APM	34	-	1	DSAPM1317K248	ADVANCED POWER MONITOR, 132-174 MHZ
ASR3	APM	35	-	1	DQSPD2859C2	VHF 4CH COMBINING AND MULTICOUPLING
ASR3	AUX_IO	36	-	1	F4544	SITE MANAGER ADVANCED
ASR3	AUX_IO	36	a	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
ASR3	AUX_IO	36	b	1	VA00905	ADD:24/48 VDC PS TO SM

SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
ASR3	AUX_IO	36	c	1	V592	AAD TERM BLCK & CONN WI
ASR3	48V_POWER	37	-	2	DSSP4KHAM5B1A	5A CIRCUIT BREAKERS
ASR3	48V_POWER	38	-	2	DSSP4KHAM100B1A	BREAKER, 100 AMP
ASR3	48V_POWER	39	-	8	DSNSB170FT	BATTERY, 12V, 170AH HT RED NORTHSTA
ASR3	48V_POWER	40	-	1	DSZ423BTRACK11	NEG GROUND BATT RACK, 7.5FT, 23IN,
ASR4	NETWORK	41	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR4	NETWORK	41	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR4	NETWORK	41	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR4	NETWORK	42	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR4	NETWORK	42	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR4	NETWORK	42	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR4	ETHNTSURGE	43	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
ASR4	ETHNTSURGE	44	-	2	DS11011001	SPD, SHIELDED RJ-45 JACK, SINGLE LI
ASR4	GTR8000	45	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
ASR4	GTR8000	45	a	4	X531BG	ADD: VHF 100W LINEAR
ASR4	GTR8000	45	b	1	X699	ADD: FACTORY TEST REPORT
ASR4	GTR8000	45	c	1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1
ASR4	GTR8000	45	d	1	X530BG	ADD: VHF (136-174 MHZ)
ASR4	GTR8000	45	e	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
ASR4	GTR8000	45	f	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
ASR4	GTR8000	45	g	4	CA01842AA	ADD: P25 TDMA SOFTWARE
ASR4	GTR8000	45	h	4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
ASR4	GTR8000	45	i	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
ASR4	GTR8000	45	j	2	CA03736AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR4	GTR8000	45	k	2	CA03745AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR4	GTR8000	45	l	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
ASR4	GTR8000	46	-	1	T8343	GSERIES SOFTWARE LICENSING
ASR4	GTR8000	46	a	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
ASR4	GTR8000	46	b	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
ASR4	APM	47	-	1	DSAPM1317K248	ADVANCED POWER MONITOR, 132-174 MHZ
ASR4	APM	48	-	1	DQSPD2859C2	VHF 4CH COMBINING AND MULTICOUPLING
ASR4	AUX_IO	49	-	1	F4544	SITE MANAGER ADVANCED
ASR4	AUX_IO	49	a	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
ASR4	AUX_IO	49	b	1	VA00905	ADD:24/48 VDC PS TO SM
ASR4	AUX_IO	49	c	1	V592	AAD TERM BLCK & CONN WI
ASR4	48V_POWER	50	-	2	DSSP4KHAM5B1A	5A CIRCUIT BREAKERS
ASR4	48V_POWER	51	-	2	DSSP4KHAM100B1A	BREAKER, 100 AMP
ASR4	48V_POWER	52	-	8	DSNSB170FT	BATTERY, 12V, 170AH HT RED NORTHSTA



SUB SYS	BLOCK	LIM	O	QTY	NOMENCLATURE	DESCRIPTION
ASR4	48V_POWER	53	-	1	DSZ423BTRACK11	NEG GROUND BATT RACK, 7.5FT, 23IN,
ASR5	NETWORK	54	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR5	NETWORK	54	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR5	NETWORK	54	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR5	NETWORK	55	-	1	T8547	SITE ROUTER & FIREWALL- DC
ASR5	NETWORK	55	a	1	CA03445AA	ADD: MISSION CRITICAL HARDENING
ASR5	NETWORK	55	b	1	CA03448AA	ADD: STATEFUL FIREWALL
ASR5	ETHNTSURGE	56	-	1	DSTSJADP	RACK MOUNT GROUND BAR, 19 IN FOR TS
ASR5	ETHNTSURGE	57	-	2	DS11011001	SPD, SHIELDED RJ-45 JACK, SINGLE LI
ASR5	GTR8000	58	-	1	SQM01SUM7054	GTR 8000 EXPANDABLE SITE SUBSYSTEM
ASR5	GTR8000	58	a	4	X531BG	ADD: VHF 100W LINEAR
ASR5	GTR8000	58	b	1	X699	ADD: FACTORY TEST REPORT
ASR5	GTR8000	58	c	1	CA03677AA	ADD: ASTRO SYSTEM RELEASE 2020.1
ASR5	GTR8000	58	d	1	X530BG	ADD: VHF (136-174 MHZ)
ASR5	GTR8000	58	e	1	X304AE	ADD: QTY (4) GTR 8000 BASE RADIOS
ASR5	GTR8000	58	f	4	X591AE	ENH: ASTRO 25 SITE REPEATER SW
ASR5	GTR8000	58	g	4	CA01842AA	ADD: P25 TDMA SOFTWARE
ASR5	GTR8000	58	h	4	CA01902AA	ADD: P25 DYNAMIC CHANNEL SOFTWARE
ASR5	GTR8000	58	i	1	CA02686AA	ADD: AC DC POWER DISTRIBUTION
ASR5	GTR8000	58	j	2	CA03736AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR5	GTR8000	58	k	2	CA03745AA	ADD: DSC 8000 REPEATER SITE CONTROL
ASR5	GTR8000	58	l	1	X882AH	ADD: 7.5 FT OPEN RACK, 48RU
ASR5	GTR8000	59	-	1	T8343	GSERIES SOFTWARE LICENSING
ASR5	GTR8000	59	a	4	UA00401AA	ADD: GSERIES BR-P25 TRNK ST RPTR
ASR5	GTR8000	59	b	2	UA00406AA	ADD: GSERIES SC-P25 TRNK ST RPTR
ASR5	APM	60	-	1	DSAPM1317K248	ADVANCED POWER MONITOR, 132-174 MHZ
ASR5	APM	61	-	1	DQSPD2859C2	VHF 4CH COMBINING AND MULTICOUPLING
ASR5	AUX_IO	62	-	1	F4544	SITE MANAGER ADVANCED
ASR5	AUX_IO	62	a	1	VA00872	ADD: SDM ASTRO RTU FW CURR ASTRO RE
ASR5	AUX_IO	62	b	1	VA00905	ADD:24/48 VDC PS TO SM
ASR5	AUX_IO	62	c	1	V592	AAD TERM BLCK & CONN WI
ASR5	48V_POWER	63	-	2	DSSP4KHAM5B1A	5A CIRCUIT BREAKERS
ASR5	48V_POWER	64	-	2	DSSP4KHAM100B1A	BREAKER, 100 AMP
ASR5	48V_POWER	65	-	8	DSNSB170FT	BATTERY, 12V, 170AH HT RED NORTHSTA
ASR5	48V_POWER	66	-	1	DSZ423BTRACK11	NEG GROUND BATT RACK, 7.5FT, 23IN,

SECTION 5

# PRICING

## 5.1 PRICING

Motorola is pleased to provide the following equipment and services to Mono County:

Mono County 5 ASRs & Subscribers	Pricing
<b>Radio System Equipment:</b>	
- Core Master Site Licenses	
- Networking Equipment (Routers, Switches)	
- GTR8000 Radios	
- Auxiliary Equipment (Combiners, Antenna Systems)	\$2,144,825.00
(California State Contract Equipment Discount applied.)	-\$1,005,817.50
Radio Equipment Subtotal	<b>\$1,139,007.50</b>
<b>CCSI Staging</b>	<b>\$90,000.00</b>
<b>Total:</b>	<b>\$1,229,007.50</b>
<b>Estimated 7.75% Sales Tax (Equipment Only)</b>	<b>\$88,273.08</b>
<b>Grand Total:</b>	<b>\$1,317,280.58</b>

## 5.2 OPTIONAL FEATURES AND SERVICES

Optional: Entire Project	Contractual Pricing Per Subscriber
PM	\$63,423
Engineering	\$63,423

## 5.3 PAYMENT TERMS

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

### System Purchase (excluding Subscribers, if applicable)



1. **60% of the Contract Price due upon contract execution (due upon effective date);**
2. **40% of the Contract Price due upon shipment of equipment from Staging.**

**If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.





SECTION 6

# CONTRACTUAL DOCUMENTATION

The proposed solution is subject to the below contractual terms:

The State of California (the “State”) and Motorola Solutions, Inc. (“Motorola”) have a master agreement that is relevant to this Motorola Proposal. Concerning Radio Communications Equipment, the State and Motorola have previously entered into Contract No. STPD-SW-1311-01 (the “Master Equipment Agreement”).

Further, this Motorola Proposal contains various additional documents (e.g., Communications System and Services Agreement “CSSA”) required for the specific scope of work of this proposed solution.

Mono County may accept this Proposal by issuing a Purchase Order that specifically refers to and incorporates by reference this Proposal by date and general description.



## COMMUNICATIONS SYSTEM AND SERVICES AGREEMENT

Motorola Solutions, Inc. ("Motorola") and \_\_\_\_\_ ("Customer") enter into this "Agreement," pursuant to which Customer will purchase and Motorola will sell the System and Services, as described below. Motorola and Customer may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

### Section 1 ATTACHMENTS

1.1. EXHIBITS. The Exhibits listed below are exhibits related to the System sale and implementation. These Exhibits are incorporated into and made a part of this Agreement.

Exhibit A "Motorola Software License Agreement"

Exhibit B "Payment"

Exhibit C Technical and Implementation Documents

C-1 "System Description" dated \_\_\_\_\_

C-2 "Pricing Summary & Equipment List" dated \_\_\_\_\_

Exhibit D "System Acceptance Certificate"

1.2. ADDENDUM (ADDENDA). Customer may elect to purchase professional or subscription services in addition to the System and related services. Any such services will be governed by the terms in the main body of the Agreement and an applicable Addendum containing terms specific to such service. Such Addenda will be labeled with the name of the service being purchased.

1.3 ORDER OF PRECEDENCE. In interpreting this Agreement and resolving any ambiguities: 1) the main body of this Agreement takes precedence over the exhibits (unless otherwise specified in an exhibit), and any inconsistency between Exhibits A through D will be resolved in their listed order, and 2) The applicable service Addendum will take precedence over the main body of the Agreement and the Exhibits.

### Section 2 DEFINITIONS

Capitalized terms used in this Agreement have the following meanings:

**"Acceptance Tests"** means those tests described in the Acceptance Test Plan.

**"Addendum (Addenda)"** is the title of the document(s) containing a specific set of terms and conditions applicable to a particular service or other offering beyond the Communication System and System implementation services. The terms in the Addendum are applicable only to the specific service or offering described therein.

**"Administrative User Credentials"** means an account that has total access over the operating system, files, end user accounts and passwords at either the System level or box level. Customer's personnel with access to the Administrative User Credentials may be referred to as the Administrative User.

**"Beneficial Use"** means when Customer first uses the System or a Subsystem for operational purposes (excluding training or testing).

**"Confidential Information"** means all information consistent with the fulfillment of this Agreement that is (i) disclosed under this Agreement in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software or any component part thereof provided by discloser to recipient. The nature and existence of this Agreement are considered Confidential Information. Confidential Information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) days after such disclosure. The written document must contain a summary of the Confidential Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent.



**“Contract Price”** means the price for the System and implementation Services, excluding applicable sales or similar taxes and freight charges. Further, unless otherwise stated in Exhibit B, “Payment” or the pricing pages of the proposal, recurring fees for maintenance, SUA, or subscription services are not included in the Contract Price.

**“Deliverables”** means all written information (such as reports, specifications, designs, plans, drawings, analytics, Solution Data, or other technical or business information) that Motorola prepares for Customer in the performance of the Services and is obligated to provide to Customer under this Agreement. The Deliverables, if any, are more fully described in the Statement of Work.

**“Derivative Proprietary Materials”** means derivatives of the Proprietary Materials that Motorola may from time to time, including during the course of providing the Services, develop and/or use and/or to which Motorola provides Customer access.

**“Effective Date”** means that date upon which the last Party executes this Agreement.

**“Equipment”** means the hardware components of the Solution that Customer purchases from Motorola under this Agreement. Equipment that is part of the System is described in the Equipment List.

**“Feedback”** means comments or information, in oral or written form, given to Motorola by Customer in connection with or relating to Equipment or Services, during the term of this Agreement.

**“Force Majeure”** means an event, circumstance, or act that is beyond a Party’s reasonable control, such as an act of God, an act of the public enemy, an act of a government entity, strikes, other labor disturbances, supplier performance, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, riots, or any other similar cause.

**“Motorola Software”** means software that Motorola or its affiliated companies owns.

**“Non-Motorola Software”** means software that a party other than Motorola or its affiliated companies owns.

**“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.

**“Proprietary Materials”** means certain software tools and/or other technical materials, including, but not limited to, data, modules, components, designs, utilities, subsets, objects, program listings, models, methodologies, programs, systems, analysis frameworks, leading practices and specifications which Motorola has developed prior to, or independently from, the provision of the Services and/or which Motorola licenses from third parties.

**“Proprietary Rights”** means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by Motorola under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

**“Services”** means system implementation, maintenance, support, subscription, or other professional services provided under this Agreement, which may be further described in the applicable Addendum and/or SOW.

**“Software”** (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

**“Software License Agreement”** means the Motorola Software License Agreement (Exhibit A).



**“Software Support Policy” (“SwSP”)** means the policy set forth at <http://www.motorolasolutions.com/softwarepolicy> describing the specific technical support that will be provided to Customers under the Warranty Period and during any paid maintenance support period for Motorola Software. This policy may be modified from time to time at Motorola’s discretion.

**“Solution”** means the combination of the System(s) and Services provided by Motorola under this Agreement.

**“Solution Data”** means Customer data that is transformed, altered, processed, aggregated, correlated or operated on by Motorola, its vendors or other data sources and data that has been manipulated or retrieved using Motorola know-how to produce value-added content to data consumers, including customers or citizens which is made available to Customer with the Solution and Services.

**“Specifications”** means the functionality and performance requirements that are described in the Technical and Implementation Documents.

**“SUA” or “SUA II”** means Motorola’s Software Upgrade Agreement program.

**“Subsystem”** means a major part of the System that performs specific functions or operations. Subsystems are described in the Technical and Implementation Documents.

**“System”** means the Equipment, including incidental hardware and materials, Software, and design, installation and implementation services that are combined together into an integrated system; the System(s) is (are) described in the Technical and Implementation Documents.

**“System Acceptance”** means the Acceptance Tests have been successfully completed.

**“System Data”** means data created by, in connection with or in relation to Equipment or the performance of Services under this Agreement.

**“Warranty Period”** for System Hardware, Software, or services related to system implementation means one (1) year from the date of System Acceptance or Beneficial Use, whichever occurs first. Unless otherwise stated in the applicable Addendum, Warranty Period for other Services means ninety (90) days from performance of the Service.

### **Section 3 SCOPE OF AGREEMENT AND TERM**

3.1. **SCOPE OF WORK.** Motorola will provide, install and test the System(s), and perform its other contractual responsibilities to provide the Solution, all in accordance with this Agreement. Customer will perform its contractual responsibilities in accordance with this Agreement.

3.2. **CHANGE ORDERS.** Either Party may request changes within the general scope of this Agreement. If a requested change causes an increase or decrease in the cost or time required to perform this Agreement, the Parties will agree to an equitable adjustment of the Contract Price or applicable subscription fees, Performance Schedule, or both, and will reflect the adjustment in a change order or Addendum. Neither Party is obligated to perform requested changes unless both Parties execute a written change order.

3.3. **TERM.** Unless terminated in accordance with other provisions of this Agreement or extended by mutual agreement of the Parties, the term of this Agreement begins on the Effective Date and continues until the date of Final Project Acceptance or expiration of the Warranty Period, or completion of the Services, whichever occurs last. The term and the effective date of recurring Services will be set forth in the applicable Addendum.

3.4. **ADDITIONAL EQUIPMENT OR SOFTWARE.** For three (3) years after the expiration date of the Agreement, Customer may order additional Equipment or Software, if it is then available. Each purchase order must refer to this Agreement, the expiration date of the Agreement, and must specify the pricing and delivery terms. The Parties agree that, notwithstanding expiration of the Agreement, the applicable provisions of this Agreement



(except for pricing, delivery, passage of title and risk of loss to Equipment, warranty commencement, and payment terms) will govern the purchase and sale of the additional Equipment or Software. Additional or contrary terms in the purchase order will be inapplicable, unless signed by both parties. Title and risk of loss to additional Equipment will pass at shipment, warranty will commence upon delivery, and payment is due within thirty (30) days after the invoice date. Motorola will send Customer an invoice as the additional Equipment is shipped or Software is licensed. Alternatively, Customer may register with and place orders through Motorola Online (“MOL”), and this Agreement will be the “Underlying Agreement” for those MOL transactions rather than the MOL On-Line Terms and Conditions of Sale. MOL registration and other information may be found at <https://businessonline.motorolasolutions.com> and the MOL telephone number is (800) 814-0601.

3.5. **MOTOROLA SOFTWARE.** Any Motorola Software, including subsequent releases, is licensed to Customer solely in accordance with the Software License Agreement. Customer hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

3.6. **NON-MOTOROLA SOFTWARE.** Any Non-Motorola Software is licensed to Customer in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to Motorola the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor’s rights and protections under the Software License Agreement. Motorola makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include Open Source Software.

3.7. **SUBSTITUTIONS.** At no additional cost to Customer, Motorola may substitute any Equipment, Software, or services to be provided by Motorola, if the substitute meets or exceeds the Specifications and is of equivalent or better quality to the Customer. Any substitution will be reflected in a change order.

3.8. **OPTIONAL EQUIPMENT OR SOFTWARE.** This paragraph applies only if a “Priced Options” exhibit is shown in Section 1, or if the parties amend this Agreement to add a Priced Options exhibit. During the term of the option as stated in the Priced Options exhibit (or if no term is stated, then for one (1) year after the Effective Date), Customer has the right and option to purchase the equipment, software, and related services that are described in the Priced Options exhibit. Customer may exercise this option by giving written notice to Seller which must designate what equipment, software, and related services Customer is selecting (including quantities, if applicable). To the extent they apply, the terms and conditions of this Agreement will govern the transaction; however, the parties acknowledge that certain provisions must be agreed upon, and they agree to negotiate those in good faith promptly after Customer delivers the option exercise notice. Examples of provisions that may need to be negotiated are: specific lists of deliverables, statements of work, acceptance test plans, delivery and implementation schedules, payment terms, maintenance and support provisions, additions to or modifications of the Software License Agreement, hosting terms, and modifications to the acceptance and warranty provisions.

## **Section 4 SERVICES**

4.1. If Customer desires and Motorola agrees to continue Services beyond the Term, Customer’s issuance and Motorola’s acceptance of a purchase order for Services will serve as an automatic extension of the Agreement for purposes of the continuing Services. Only the terms and conditions applicable to the performance of Services will apply to the extended Agreement.

4.2. During the Warranty Period, in addition to warranty services, Motorola will provide maintenance Services for the Equipment and support for the Motorola Software pursuant to the applicable maintenance and support Statements of Work. Support for the Motorola Software will be in accordance with Motorola’s established Software Support Policy. Copies of the SwSP can be found at <http://www.motorolasolutions.com/softwarepolicy> and will be sent by mail, email or fax to Customer upon written request. Maintenance Services and support during the Warranty Period are included in the Contract Price. Unless already included in the Contract Price, if Customer wishes to purchase 1) additional maintenance or software support services during the Warranty Period; or 2) continue or expand maintenance, software support, installation, and/or SUA services after the Warranty Period, Motorola will provide the description of and pricing for such services in a separate proposal document. Unless otherwise agreed by the parties in writing, the terms and conditions in this Agreement applicable to maintenance, support, installation,



and/or SUA Services, will be included in the Maintenance and Support Addendum, SUA Addendum, the applicable Statements of Work, and the proposal, (if applicable). These collective terms will govern the provision of such Services.

To obtain any such additional Services, Customer will issue a purchase order referring to this Agreement and the separate proposal document. Omission of reference to this Agreement in Customer's purchase order will not affect the applicability of this Agreement. Motorola's proposal may include a cover page entitled "Service Agreement" or "Installation Agreement", as applicable, and other attachments. These cover pages and other attachments are incorporated into this Agreement by this reference

4.3. **PROFESSIONAL AND SUBSCRIPTION SERVICES.** If Customer purchases professional or subscription Services as part of the Solution, additional or different terms specific to such Service will be included in the applicable Addendum and will apply to those Services. Customer may purchase additional professional or subscription services by issuing a purchase order referencing this Agreement and Motorola's proposal for such additional services.

4.4. Any information in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer in providing Services under this Agreement or Motorola data viewed, accessed, will remain Motorola's property, will be deemed proprietary, Confidential Information. This Confidential Information will be promptly returned at Motorola's request.

4.5. **TOOLS.** All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of providing Services under this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction. Upon termination of the contract for any reason, Customer shall return to Motorola all equipment delivered to Customer.

4.6. **COVENANT NOT TO EMPLOY.** During the term of this Agreement and continuing for a period of two (2) years thereafter, Customer will not hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of Motorola or its subcontractors without the prior written authorization of Motorola. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering Services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

4.7. **CUSTOMER OBLIGATIONS.** If the applicable Statement of Work or Addendum contains assumptions that affect the Services or Deliverables, Customer will verify that they are accurate and complete. Any information that Customer provides to Motorola concerning the Services or Deliverables will be accurate and complete in all material respects. Customer will make timely decisions and obtain any required management approvals that are reasonably necessary for Motorola to perform the Services and its other duties under this Agreement. Unless the Statement of Work states the contrary, Motorola may rely upon and is not required to evaluate, confirm, reject, modify, or provide advice concerning any assumptions and Customer-provided information, decisions and approvals described in this paragraph.

4.8. **ASSUMPTIONS.** If any assumptions or conditions contained in this Agreement, applicable Addenda or Statements of Work prove to be incorrect or if Customer's obligations are not performed, Motorola's ability to perform under this Agreement may be impacted and changes to the Contract Price, subscription fees, project schedule, Deliverables, or other changes may be necessary.

4.9. **NON-PRECLUSION.** If, as a result of the Services performed under this Agreement, Motorola recommends that Customer purchase products or other services, nothing in this Agreement precludes Motorola from participating in a future competitive bidding process or otherwise offering or selling the recommended products or other services



to Customer. Customer represents that this paragraph does not violate its procurement or other laws, regulations, or policies.

4.10. PROPRIETARY MATERIALS. Customer acknowledges that Motorola may use and/or provide Customer with access to Proprietary Materials and Derivative Proprietary Materials. The Proprietary Materials and the Derivative Proprietary Materials are the sole and exclusive property of Motorola and Motorola retains all right, title and interest in and to the Proprietary Materials and Derivative Proprietary Materials.

4.11. ADDITIONAL SERVICES. Any services performed by Motorola outside the scope of this Agreement at the direction of Customer will be considered to be additional Services which are subject to additional charges. Any agreement to perform additional Services will be reflected in a written and executed change order, Addendum or amendment to this Agreement.

## Section 5 PERFORMANCE SCHEDULE

The Parties will perform their respective responsibilities in accordance with the Performance Schedule. By executing this Agreement, Customer authorizes Motorola to proceed with contract performance.

## Section 6 CONTRACT PRICE, PAYMENT AND INVOICING

6.1. Customer affirms that a purchase order or notice to proceed is not required for contract performance or for subsequent years of service, if any, and that sufficient funds have been appropriated in accordance with applicable law. The Customer will pay all invoices as received from Motorola and any changes in scope will be subject to the change order process as described in this Agreement. At the time of execution of this Agreement, the Customer will provide all necessary reference information to include on invoices for payment in accordance with this Agreement.

6.2. CONTRACT PRICE. The Contract Price in U.S. dollars is \$\_\_\_\_\_. If applicable, a pricing summary is included with the Payment schedule in Exhibit B. Motorola has priced the Services, Software, and Equipment as an integrated System. A change in Software or Equipment quantities, or Services, may affect the overall Contract Price, including discounts if applicable. Fees for professional, SUA, and/or subscription services which are not included in the Contract Price may be listed in Exhibit B, the pricing pages of the proposal, or the applicable Addendum.

6.3. INVOICING AND PAYMENT. Motorola will submit invoices to Customer according to the Payment schedule in Exhibit B. Invoices will be mailed or emailed to Customer pursuant to Section 6.5, Invoicing and Shipping Addresses. Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a wire transfer, check, or cashier's check from a U.S. financial institution. Overdue invoices will bear simple interest at the maximum allowable rate. For reference, the Federal Tax Identification Number for Motorola is 36-1115800.

6.4. FREIGHT, TITLE, AND RISK OF LOSS. Motorola will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to Customer upon shipment. Title to Software will not pass to Customer at any time. Motorola will pack and ship all Equipment in accordance with good commercial practices.

6.5. INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the Customer at the following address:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

E-INVOICE. To receive invoices via email:

Customer Account Number: \_\_\_\_\_  
Customer Accounts Payable Email: \_\_\_\_\_  
Customer CC(optional) Email: \_\_\_\_\_



The address which is the ultimate destination where the Equipment will be delivered to Customer is:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_

The Equipment will be shipped to the Customer at the following address (insert if this information is known):

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Customer may change this information by giving written notice to Motorola.

## **Section 7 SITES AND SITE CONDITIONS**

7.1. ACCESS TO SITES. In addition to its responsibilities described elsewhere in this Agreement, Customer will provide a designated project manager; all necessary construction and building permits, zoning variances, licenses, and any other approvals that are necessary to develop or use the sites and mounting locations; and access to the worksites or vehicles identified in the Technical and Implementation Documents as reasonably requested by Motorola so that it may perform its duties in accordance with the Performance Schedule and Statement of Work. If the Statement of Work so indicates, Motorola may assist Customer in the local building permit process.

7.2. SITE CONDITIONS. Customer will ensure that all work sites it provides will be safe, secure, and in compliance with all applicable industry and OSHA standards. To the extent applicable and unless the Statement of Work states to the contrary, Customer will ensure that these work sites have adequate: physical space; air conditioning and other environmental conditions; adequate and appropriate electrical power outlets, distribution, equipment and connections; and adequate telephone or other communication lines (including modem access and adequate interfacing networking capabilities), all for the installation, use and maintenance of the System. Before installing the Equipment or Software at a work site, Motorola may inspect the work site and advise Customer of any apparent deficiencies or non-conformities with the requirements of this Section. This Agreement is predicated upon normal soil conditions as defined by the version of E.I.A. standard RS-222 in effect on the Effective Date.

7.3. SITE ISSUES. If a Party determines that the sites identified in the Technical and Implementation Documents are no longer available or desired, or if subsurface, structural, adverse environmental or latent conditions at any site differ from those indicated in the Technical and Implementation Documents, the Parties will promptly investigate the conditions and will select replacement sites or adjust the installation plans and specifications as necessary. If change in sites or adjustment to the installation plans and specifications causes a change in the cost or time to perform, the Parties will equitably amend the Contract Price, Performance Schedule, or both, by a change order.

## **Section 8 TRAINING**

Any training to be provided by Motorola to Customer will be described in the applicable Statement of Work. Customer will notify Motorola immediately if a date change for a scheduled training program is required. If Motorola incurs additional costs because Customer reschedules a training program less than thirty (30) days before its scheduled start date, Motorola may recover these additional costs.

## **Section 9 SYSTEM ACCEPTANCE**

9.1. COMMENCEMENT OF ACCEPTANCE TESTING. Motorola will provide to Customer at least ten (10) days notice before the Acceptance Tests commence. System testing will occur only in accordance with the Acceptance Test Plan.

9.2. SYSTEM ACCEPTANCE. System Acceptance will occur upon successful completion of the Acceptance Tests. Upon System Acceptance, the Parties will memorialize this event by promptly executing a System Acceptance Certificate. If the Acceptance Test Plan includes separate tests for individual Subsystems or phases





of the System, acceptance of the individual Subsystem or phase will occur upon the successful completion of the Acceptance Tests for the Subsystem or phase, and the Parties will promptly execute an acceptance certificate for the Subsystem or phase. If Customer believes the System has failed the completed Acceptance Tests, Customer will provide to Motorola a written notice that includes the specific details of the failure. If Customer does not provide to Motorola a failure notice within thirty (30) days after completion of the Acceptance Tests, System Acceptance will be deemed to have occurred as of the completion of the Acceptance Tests. Minor omissions or variances in the System that do not materially impair the operation of the System as a whole will not postpone System Acceptance or Subsystem acceptance, but will be corrected according to a mutually agreed schedule.

9.3. **BENEFICIAL USE.** Customer acknowledges that Motorola's ability to perform its implementation and testing responsibilities may be impeded if Customer begins using the System before System Acceptance. Therefore, Customer will not commence Beneficial Use before System Acceptance without Motorola's prior written authorization, which will not be unreasonably withheld. Motorola is not responsible for System performance deficiencies that occur during unauthorized Beneficial Use. Upon commencement of Beneficial Use, Customer assumes responsibility for the use and operation of the System.

9.4. **FINAL PROJECT ACCEPTANCE.** Final Project Acceptance will occur after System Acceptance when all deliverables and other work have been completed. When Final Project Acceptance occurs, the parties will promptly memorialize this final event by so indicating on the System Acceptance Certificate.

## **Section 10 REPRESENTATIONS AND WARRANTIES**

10.1. **SYSTEM FUNCTIONALITY.** Motorola represents that the System will perform in accordance with the Specifications in all material respects. Upon System Acceptance or Beneficial Use, whichever occurs first, this System functionality representation is fulfilled. Motorola is not responsible for System performance deficiencies that are caused by ancillary equipment not furnished by Motorola which is attached to or used in connection with the System or for reasons or parties beyond Motorola's control, such as natural causes; the construction of a building that adversely affects the microwave path reliability or radio frequency (RF) coverage; the addition of frequencies at System sites that cause RF interference or intermodulation; or Customer changes to load usage or configuration outside the Specifications.

10.2. **EQUIPMENT WARRANTY.** During the Warranty Period, Motorola warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship. If System Acceptance is delayed beyond six (6) months after shipment of the Equipment by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Equipment.

10.3. **SOFTWARE WARRANTY.** Except as described in the SwSP and unless otherwise stated in the Software License Agreement, during the Warranty Period, Motorola warrants the Software in accordance with the warranty terms set forth in the Software License Agreement and the provisions of this Section that are applicable to the Software. If System Acceptance is delayed beyond six (6) months after shipment of the Motorola Software by events or causes beyond Motorola's control, this warranty expires eighteen (18) months after the shipment of the Motorola Software. **Nothing in this Warranty provision is intended to conflict or modify the Software Support Policy. In the event of an ambiguity or conflict between the Software Warranty and Software Support Policy, the Software Support Policy governs.**

10.4. **EXCLUSIONS TO EQUIPMENT AND SOFTWARE WARRANTIES.** These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Motorola; Customer's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.



10.5. **SERVICE WARRANTY.** During the Warranty Period, Motorola warrants that the Services will be provided in a good and workmanlike manner and will conform in all material respects to the applicable Statement of Work. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. Customer acknowledges that the Deliverables may contain recommendations, suggestions or advice from Motorola to Customer (collectively, "recommendations"). Motorola makes no warranties concerning those recommendations, and Customer alone accepts responsibility for choosing whether and how to implement the recommendations and the results to be realized from implementing them.

10.6. **WARRANTY CLAIMS.** To assert a warranty claim, Customer must notify Motorola in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, Motorola will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Motorola will (at its option and at no additional charge to Customer) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. These actions will be the full extent of Motorola's liability for the warranty claim. In the event of a valid Services warranty claim, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. If this investigation indicates the warranty claim is not valid, then Motorola may invoice Customer for responding to the claim on a time and materials basis using Motorola's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable warranty period. All replaced products or parts will become the property of Motorola.

10.7. **ORIGINAL END USER IS COVERED.** These express limited warranties are extended by Motorola to the original user purchasing the System or Services for commercial, industrial, or governmental use only, and are not assignable or transferable.

10.8. **DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.**

## **Section 11 DELAYS**

11.1. **FORCE MAJEURE.** Neither Party will be liable for its non-performance or delayed performance if caused by a Force Majeure. A Party that becomes aware of a Force Majeure that will significantly delay performance will notify the other Party promptly (but in no event later than fifteen days) after it discovers the Force Majeure. If a Force Majeure occurs, the Parties will execute a change order to extend the Performance Schedule or applicable Addenda for a time period that is reasonable under the circumstances.

11.2. **PERFORMANCE SCHEDULE DELAYS CAUSED BY CUSTOMER.** If Customer (including its other contractors) delays the Performance Schedule, it will make the promised payments according to the Payment schedule as if no delay occurred; and the Parties will execute a change order to extend the Performance Schedule and, if requested, compensate Motorola for all reasonable charges incurred because of the delay. Delay charges may include costs incurred by Motorola or its subcontractors for additional freight, warehousing and handling of Equipment; extension of the warranties; travel; suspending and re-mobilizing the work; additional engineering, project management, and standby time calculated at then current rates; and preparing and implementing an alternative implementation plan.

## **Section 12 DISPUTES**

The Parties will use the following procedure to address any dispute arising under this Agreement (a "Dispute").

12.1. **GOVERNING LAW.** This Agreement will be governed by and construed in accordance with the laws of the State in which the System is installed.

12.2. **NEGOTIATION.** Either Party may initiate the Dispute resolution procedures by sending a notice of Dispute



("Notice of Dispute"). The Parties will attempt to resolve the Dispute promptly through good faith negotiations including 1) timely escalation of the Dispute to executives who have authority to settle the Dispute and who are at a higher level of management than the persons with direct responsibility for the matter and 2) direct communication between the executives. If the Dispute has not been resolved within ten (10) days from the Notice of Dispute, the Parties will proceed to mediation.

12.3. **MEDIATION.** The Parties will choose an independent mediator within thirty (30) days of a notice to mediate from either Party ("Notice of Mediation"). Neither Party may unreasonably withhold consent to the selection of a mediator. If the Parties are unable to agree upon a mediator, either Party may request that American Arbitration Association nominate a mediator. Each Party will bear its own costs of mediation, but the Parties will share the cost of the mediator equally. Each Party will participate in the mediation in good faith and will be represented at the mediation by a business executive with authority to settle the Dispute.

12.4. **LITIGATION, VENUE and JURISDICTION.** If a Dispute remains unresolved for sixty (60) days after receipt of the Notice of Mediation, either Party may then submit the Dispute to a court of competent jurisdiction in the state in which the System is installed. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the courts in such state over any claim or matter arising under or in connection with this Agreement.

12.5. **CONFIDENTIALITY.** All communications pursuant to subsections 12.2 and 12.3 will be treated as compromise and settlement negotiations for purposes of applicable rules of evidence and any additional confidentiality protections provided by applicable law. The use of these Dispute resolution procedures will not be construed under the doctrines of laches, waiver or estoppel to affect adversely the rights of either Party.

## **Section 13      DEFAULT AND TERMINATION**

13.1. **DEFAULT BY A PARTY.** If either Party fails to perform a material obligation under this Agreement, the other Party may consider the non-performing Party to be in default (unless a Force Majeure causes the failure) and may assert a default claim by giving the non-performing Party a written and detailed notice of default. Except for a default by Customer for failing to pay any amount when due under this Agreement which must be cured immediately, the defaulting Party will have thirty (30) days after receipt of the notice of default to either cure the default or, if the default is not curable within thirty (30) days, provide a written cure plan. The defaulting Party will begin implementing the cure plan immediately after receipt of notice by the other Party that it approves the plan. If Customer is the defaulting Party, Motorola may stop work on the project until it approves the Customer's cure plan.

13.2. **FAILURE TO CURE.** If a defaulting Party fails to cure the default as provided above in Section 13.1, unless otherwise agreed in writing, the non-defaulting Party may terminate any unfulfilled portion of this Agreement. In the event of termination for default, the defaulting Party will promptly return to the non-defaulting Party any of its Confidential Information. If Customer is the non-defaulting Party, terminates this Agreement as permitted by this Section, and completes the System through a third Party, Customer may as its exclusive remedy recover from Motorola reasonable costs incurred to complete the System to a capability not exceeding that specified in this Agreement less the unpaid portion of the Contract Price. Customer will mitigate damages and provide Motorola with detailed invoices substantiating the charges. In the event Customer elects to terminate this Agreement for any reason other than default, Customer shall pay Motorola for the conforming Equipment and/or Software delivered and all services performed.

## **Section 14      INDEMNIFICATION**

14.1. **GENERAL INDEMNITY BY Motorola.** Motorola will indemnify and hold Customer harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Customer to the extent it is caused by the negligence of Motorola, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if Customer gives Motorola prompt, written notice of any claim or suit. Customer will cooperate with Motorola in its defense or settlement of the claim or suit. This Section sets forth the full extent of Motorola's general indemnification of Customer from liabilities that are in any way related to Motorola's performance under this Agreement.



14.2. **GENERAL INDEMNITY BY CUSTOMER.** Customer will indemnify and hold Motorola harmless from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against Motorola to the extent it is caused by the negligence of Customer, its other contractors, or their employees or agents, while performing their duties under this Agreement, if Motorola gives Customer prompt, written notice of any the claim or suit. Motorola will cooperate with Customer in its defense or settlement of the claim or suit. This Section sets forth the full extent of Customer's general indemnification of Motorola from liabilities that are in any way related to Customer's performance under this Agreement.

14.3. **PATENT AND COPYRIGHT INFRINGEMENT.**

14.3.1. Motorola will defend at its expense any suit brought against Customer to the extent it is based on a third-party claim alleging that the Equipment manufactured by Motorola or the Motorola Software ("Motorola Product") directly infringes a United States patent or copyright ("Infringement Claim"). Motorola's duties to defend and indemnify are conditioned upon: Customer promptly notifying Motorola in writing of the Infringement Claim; Motorola having sole control of the defense of the suit and all negotiations for its settlement or compromise; and Customer providing to Motorola cooperation and, if requested by Motorola, reasonable assistance in the defense of the Infringement Claim. In addition to Motorola's obligation to defend, and subject to the same conditions, Motorola will pay all damages finally awarded against Customer by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Motorola in settlement of an Infringement Claim.

14.3.2 If an Infringement Claim occurs, or in Motorola's opinion is likely to occur, Motorola may at its option and expense: (a) procure for Customer the right to continue using the Motorola Product; (b) replace or modify the Motorola Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Motorola Product and grant Customer a credit for the Motorola Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

14.3.3 Motorola will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Motorola Product with any software, apparatus or device not furnished by Motorola; (b) the use of ancillary equipment or software not furnished by Motorola and that is attached to or used in connection with the Motorola Product; (c) Motorola Product designed or manufactured in accordance with Customer's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Motorola Product by a party other than Motorola; (e) use of the Motorola Product in a manner for which the Motorola Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by Customer to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. In no event will Motorola's liability resulting from its indemnity obligation to Customer extend in any way to royalties payable on a per use basis or the Customer's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Motorola from Customer from sales or license of the infringing Motorola Product.

14.3.4. This Section 14 provides Customer's sole and exclusive remedies and Motorola's entire liability in the event of an Infringement Claim. Customer has no right to recover and Motorola has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim. In addition, the rights and remedies provided in this Section 14 are subject to and limited by the restrictions set forth in Section 15.

**Section 15 LIMITATION OF LIABILITY**

Except for personal injury or death, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or implementation and other one-time Services with respect to which losses or damages are claimed. With respect to all subscription or other ongoing Services and unless as otherwise provided under the applicable Addenda, Motorola's total liability will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Services preceding the incident giving rise to the claim. **ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR**



DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS, INCONVENIENCE, LOSS OF USE, LOSS TIME, DATA, GOODWILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

## **Section 16 CONFIDENTIALITY AND PROPRIETARY RIGHTS**

### **16.1. CONFIDENTIAL INFORMATION.**

16.1.1. Each party is a disclosing party (“Discloser”) and a receiving party (“Recipient”) under this Agreement. All Deliverables will be deemed to be Motorola’s Confidential Information. During the term of this Agreement and for a period of three (3) years from the expiration or termination of this Agreement, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose and who are bound by confidentiality terms substantially similar to those in this Agreement; (iii) not copy, reproduce, reverse engineer, decompile, or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Agreement; and (vi) only use the Confidential Information as needed to fulfill this Agreement.

16.1.2. Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this agreement; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser’s Confidential Information or any breach of this Agreement.

16.1.3. All Confidential Information remains the property of the Discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Agreement. Within ten (10) days of receipt of Discloser’s written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Agreement. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Agreement. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Agreement.

16.2. PRESERVATION OF MOTOROLA’S PROPRIETARY RIGHTS. Motorola, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by Motorola in connection with providing to Customer the Equipment, Software, or related services remain vested exclusively in Motorola, and this Agreement does not grant to Customer any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, Motorola does not grant to Customer, either directly or by implication, estoppel, or otherwise, any right, title or interest in Motorola’s Proprietary Rights. Customer will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, distribute,



sublicense, sell or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to Open Source Software which is governed by the standard license of the copyright owner.

16.3 VOLUNTARY DISCLOSURE. Except as required to fulfill its obligations under this Agreement, Motorola will have no obligation to provide Customer with access to its Confidential Information and/or proprietary information. Under no circumstances will Motorola be required to provide any data related to cost and pricing.

#### 16.4 DATA AND FEEDBACK.

16.4.1 To the extent permitted by law, Customer owns all right, title and interest in System Data created solely by it or its agents (hereafter, "Customer Data"), and grants to Motorola the right to use, host, cache, store, reproduce, copy, modify, combine, analyze, create derivatives from, communicate, transmit, publish, display, and distribute such Customer Data.

16.4.2 Motorola owns all right, title and interest in data resulting from System Data that is or has been transformed, altered, processed, aggregated, correlated or operated on (hereafter, "Derivative Data").

16.4.3 Any Feedback given by Customer is and will be entirely voluntary and, even if designated as confidential, will not create any confidentiality obligation for Motorola. Motorola will be free to use, reproduce, license or otherwise distribute and exploit the Feedback without any obligation to Customer. Customer acknowledges that Motorola's receipt of the Feedback does not imply or create recognition by Motorola of either the novelty or originality of any idea. The parties further agree that all fixes, modifications and improvements made to Motorola products or services conceived of or made by Motorola that are based, either in whole or in part, on the Feedback are the exclusive property of Motorola and all right, title and interest in and to such fixes, modifications or improvements to the Motorola product or service will vest solely in Motorola.

### Section 17 GENERAL

17.1. TAXES. The Contract Price does not include any excise, sales, lease, use, property, or other taxes, assessments or duties, all of which will be paid by Customer except as exempt by law. If Motorola is required to pay any of these taxes, Motorola will send an invoice to Customer and Customer will pay to Motorola the amount of the taxes (including any interest and penalties) within thirty (30) days after the date of the invoice. Customer will be solely responsible for reporting the Equipment for personal property tax purposes, and Motorola will be solely responsible for reporting taxes on its income or net worth.

17.2. ASSIGNABILITY AND SUBCONTRACTING. Except as provided herein, neither Party may assign this Agreement or any of its rights or obligations hereunder without the prior written consent of the other Party, which consent will not be unreasonably withheld. Any attempted assignment, delegation, or transfer without the necessary consent will be void. Notwithstanding the foregoing, Motorola may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer. In addition, in the event Motorola separates one or more of its businesses (each a "Separated Business"), whether by way of a sale, establishment of a joint venture, spin-off or otherwise (each a "Separation Event"), Motorola may, without the prior written consent of the other Party and at no additional cost to Motorola, assign this Agreement such that it will continue to benefit the Separated Business and its affiliates (and Motorola and its affiliates, to the extent applicable) following the Separation Event. Motorola may subcontract any of the work, but subcontracting will not relieve Motorola of its duties under this Agreement.

17.3. WAIVER. Failure or delay by either Party to exercise a right or power under this Agreement will not be a waiver of the right or power. For a waiver of a right or power to be effective, it must be in a writing signed by the waiving Party. An effective waiver of a right or power will not be construed as either a future or continuing waiver of that same right or power, or the waiver of any other right or power.



17.4. SEVERABILITY. If a court of competent jurisdiction renders any part of this Agreement invalid or unenforceable, that part will be severed and the remainder of this Agreement will continue in full force and effect.

17.5. INDEPENDENT CONTRACTORS. Each Party will perform its duties under this Agreement as an independent contractor. The Parties and their personnel will not be considered to be employees or agents of the other Party. Nothing in this Agreement will be interpreted as granting either Party the right or authority to make commitments of any kind for the other. This Agreement will not constitute, create, or be interpreted as a joint venture, partnership or formal business organization of any kind.

17.6. HEADINGS AND SECTION REFERENCES. The section headings in this Agreement are inserted only for convenience and are not to be construed as part of this Agreement or as a limitation of the scope of the particular section to which the heading refers. This Agreement will be fairly interpreted in accordance with its terms and conditions and not for or against either Party.

17.7. NOTICES. Notices required under this Agreement to be given by one Party to the other must be in writing and either personally delivered or sent to the address provided by the other Party by certified mail, return receipt requested and postage prepaid (or by a recognized courier service, such as Federal Express, UPS, or DHL), or by facsimile with correct answerback received, and will be effective upon receipt.

17.8. COMPLIANCE WITH APPLICABLE LAWS. Each Party will comply with all applicable federal, state, and local laws, regulations and rules concerning the performance of this Agreement or use of the System. Customer will obtain and comply with all Federal Communications Commission ("FCC") licenses and authorizations required for the installation, operation and use of the System before the scheduled installation of the Equipment. Although Motorola might assist Customer in the preparation of its FCC license applications, neither Motorola nor any of its employees is an agent or representative of Customer in FCC or other matters.

17.9 FUTURE REGULATORY REQUIREMENTS. The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

17.10. AUTHORITY TO EXECUTE AGREEMENT. Each Party represents that it has obtained all necessary approvals, consents and authorizations to enter into this Agreement and to perform its duties under this Agreement; the person executing this Agreement on its behalf has the authority to do so; upon execution and delivery of this Agreement by the Parties, it is a valid and binding contract, enforceable in accordance with its terms; and the execution, delivery, and performance of this Agreement does not violate any bylaw, charter, regulation, law or any other governing authority of the Party.

17.11. ADMINISTRATOR LEVEL ACCOUNT ACCESS. If applicable to the type of System purchased by Customer, Motorola will provide Customer with Administrative User Credentials. Customer agrees to only grant access to the Administrative User Credentials to those personnel with the training and experience to correctly use them. Customer is responsible for protecting Administrative User Credentials from disclosure and maintaining Credential validity by, among other things, updating passwords when required. Customer may be asked to provide valid Administrative User Credentials when in contact with Motorola System support personnel. Customer understands that changes made as the Administrative User can significantly impact the performance of the System. Customer agrees that it will be solely responsible for any negative impact on the System or its users by any such changes. System issues occurring as a result of changes made using the Administrative User Credentials may



impact Motorola's ability to perform Services or other obligations under the Agreement. In such cases, a revision to the appropriate provisions of the Agreement, including the Statement of Work, may be necessary. To the extent Motorola provides assistance to correct any issues caused by or arising out of the use of or failure to maintain Administrative User Credentials, Motorola will be entitled to bill Customer and Customer will pay Motorola on a time and materials basis for resolving the issue.

17.12. SURVIVAL OF TERMS. The following provisions will survive the expiration or termination of this Agreement for any reason: Section 3.5 (Motorola Software); Section 3.6 (Non-Motorola Software); if any payment obligations exist, Sections 6.2 and 6.3 (Contract Price and Invoicing and Payment); Subsection 10.8 (Disclaimer of Implied Warranties); Section 12 (Disputes); Section 15 (Limitation of Liability); and Section 16 (Confidentiality and Proprietary Rights); and all of the General provisions in Section 17.

17.13. ENTIRE AGREEMENT. This Agreement, including all Exhibits, constitutes the entire agreement of the Parties regarding the subject matter of the Agreement and supersedes all previous agreements, proposals, and understandings, whether written or oral, relating to this subject matter. This Agreement may be executed in multiple counterparts, and shall have the same legal force and effect as if the Parties had executed it as a single document. The Parties may sign in writing, or by electronic signature, including by email. An electronic signature, or a facsimile copy or computer image, such as a PDF or tiff image, of a signature, shall be treated as and shall have the same effect as an original signature. In addition, an electronic signature, a true and correct facsimile copy or computer image of this Agreement shall be treated as and shall have the same effect as an original signed copy of this document. This Agreement may be amended or modified only by a written instrument signed by authorized representatives of both Parties. The preprinted terms and conditions found on any Customer purchase or purchase order, acknowledgment or other form will not be considered an amendment or modification of this Agreement, even if a representative of each Party signs that document.





The Parties hereby enter into this Agreement as of the Effective Date.

**Motorola Solutions, Inc.**

**Customer**

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

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

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_



## EXHIBIT A

### MOTOROLA SOFTWARE LICENSE AGREEMENT

This Exhibit A Motorola Software License Agreement ("Agreement") is between Motorola Solutions, Inc., ("Motorola"), and \_\_\_\_\_ ("Licensee").

For good and valuable consideration, the parties agree as follows:

#### Section 1 DEFINITIONS

1.1 "Designated Products" means products provided by Motorola to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Motorola; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

#### Section 2 SCOPE

Motorola and Licensee enter into this Agreement in connection with Motorola's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Motorola is providing to Licensee, and Licensee's use of the proprietary software and affiliated documentation.

#### Section 3 GRANT OF LICENSE

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Motorola grants to Licensee a personal, limited, non-transferable (except as permitted in Section 7) and non-exclusive license under Motorola's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the



copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Motorola will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software (or specify where that license may be found).

3.3 TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERSEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.

#### **Section 4 LIMITATIONS ON USE**

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Motorola's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or (vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided* that Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Motorola in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Motorola of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Motorola at the time temporary transfer is discontinued.

4.4 Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Motorola or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Motorola is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Motorola and the Auditor will be kept in strict confidence by Motorola and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

#### **Section 5 OWNERSHIP AND TITLE**

Motorola, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights,



trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Motorola or another party, or any improvements that result from Motorola's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Motorola in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Motorola, and Licensee will not have any shared development or other intellectual property rights.

## **Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY**

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Motorola's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Motorola warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Motorola solely with reference to the Documentation. Motorola does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Motorola makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Motorola.

6.2 Motorola's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Motorola cannot correct the defect within a reasonable time, then at Motorola's option, Motorola will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Motorola disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Motorola knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Motorola disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

## **Section 7 TRANSFERS**

Licensee will not transfer the Software or Documentation to any third party without Motorola's prior written consent. Motorola's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement. If the Designated Products are Motorola's radio products and Licensee transfers ownership of the Motorola radio products to a third party, Licensee may assign its right to use the Software (other than CPS and Motorola's FLASHport® software) which is embedded in or furnished for use with the radio products and the related Documentation; *provided* that Licensee transfers all copies of the Software and Documentation to the transferee, and Licensee and the transferee sign a transfer form to be provided by Motorola upon request, obligating the transferee to be bound by this Agreement.

## **Section 8 TERM AND TERMINATION**



8.1 Licensee's right to use the Software and Documentation will begin when the Primary Agreement is signed by both parties and will continue for the life of the Designated Products with which or for which the Software and Documentation have been provided by Motorola, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Motorola.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Motorola that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Motorola or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Motorola made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Motorola for which monetary damages would be inadequate. If Licensee breaches this Agreement, Motorola may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

## **Section 9 Commercial Computer Software**

9.1 *This Section 9 only applies to U.S. Government end users.* The Software, Documentation and updates are commercial items as that term is defined at 48 C.F.R. Part 2.101, consisting of "commercial computer software" and "computer software documentation" as such terms are defined in 48 C.F.R. Part 252.227-7014(a)(1) and 48 C.F.R. Part 252.227-7014(a)(5), and used in 48 C.F.R. Part 12.212 and 48 C.F.R. Part 227.7202, as applicable. Consistent with 48 C.F.R. Part 12.212, 48 C.F.R. Part 252.227-7015, 48 C.F.R. Part 227.7202-1 through 227.7202-4, 48 C.F.R. Part 52.227-19, and other relevant sections of the Code of Federal Regulations, as applicable, the Software, Documentation and Updates are distributed and licensed to U.S. Government end users: (i) only as commercial items, and (ii) with only those rights as are granted to all other end users pursuant to the terms and conditions contained herein.

9.2 If Licensee is licensing Software for end use by the United States Government or a United States Government agency, Licensee may transfer such Software license, but only if: (i) Licensee transfers all copies of such Software and Documentation to such United States Government entity or interim transferee, and (ii) Licensee has first obtained from the transferee (if applicable) and ultimate end user an enforceable end user license agreement containing restrictions substantially identical to the ones contained in this Agreement. Except as stated in the foregoing, Licensee and any transferee(s) authorized by this subsection 9.2 may not otherwise use or transfer or make available any Motorola software to any third party nor permit any party to do so.

## **Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Motorola's valuable proprietary and Confidential Information and are Motorola's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

## **Section 11 LIMITATION OF LIABILITY**

The Limitation of Liability provision is described in the Primary Agreement.

## **Section 12 NOTICES**

Notices are described in the Primary Agreement.

## **Section 13 GENERAL**

13.1. **COPYRIGHT NOTICES.** The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.



13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Motorola and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3 **FUTURE REGULATORY REQUIREMENTS.** The Parties acknowledge and agree that this is an evolving technological area and therefore, laws and regulations regarding Services and use of Solution may change. Changes to existing Services or the Solution required to achieve regulatory compliance may be available for an additional fee. Any required changes may also impact the price for Services.

13.4. **ASSIGNMENTS AND SUBCONTRACTING.** Motorola may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.5. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.6. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Motorola and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.7. **SURVIVAL.** Sections 4, 5, 6.4, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.8. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.9. **SECURITY.** Motorola uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Motorola will take the steps set forth in Section 6 of this Agreement.

## **EXHIBIT B**



## PAYMENT

Except for a payment that is due on the Effective Date, Customer will make payments to Motorola within thirty (30) days after the date of each invoice. Customer will make payments when due in the form of a check, cashier's check, or wire transfer drawn on a U.S. financial institution. If Customer has purchased additional Professional or Subscription services, payment will be in accordance with the applicable addenda. Payment for the System purchase will be in accordance with the following milestones.

### System Purchase (excluding Subscribers, if applicable)

1. **60% of the Contract Price due upon contract execution (due upon effective date);**
2. **35% of the Contract Price due upon shipment of equipment from Staging;**
3. **5% of the Contract Price due upon Final Acceptance.**

**If Subscribers are purchased, 100% of the Subscriber Contract Price will be invoiced upon shipment (as shipped).**

Motorola shall make partial shipments of equipment and will request payment upon shipment of such equipment. In addition, Motorola shall invoice for installations completed on a site-by-site basis or when professional services are completed, when applicable. The value of the equipment shipped/services performed will be determined by the value shipped/services performed as a percentage of the total milestone value. Unless otherwise specified, contract discounts are based upon all items proposed and overall system package. For invoicing purposes only, discounts will be applied proportionately to the FNE and Subscriber equipment values to total contract price. Overdue invoices will bear simple interest at the maximum allowable rate by state law.

### For Lifecycle Support Plan and Subscription Based Services:

**Motorola will invoice Customer annually in advance of each year of the plan.**

The chart below outlines the hourly labor rates for Motorola System Integration resources to be used. The staffing requirements shall be multiplied by the appropriate rate per resource in the table below. The hourly labor rates are fully burdened. The hourly rates per resource type and level are listed in Table 1.

Levels	Resource Types			
	Project Management	System Engineering	System Technologist	Project Administration
4	\$ 290.00	\$ 300.00	\$ 280.00	\$ 200.00
3	\$ 240.00	\$ 250.00	\$ 240.00	\$ 180.00
2	\$ 220.00	\$ 220.00	\$ 220.00	\$ 170.00
1	\$ 190.00	\$ 210.00	\$ 210.00	\$ 160.00

Table 1 - Hourly Rates

These rates apply to ordinary days and times (Monday to Friday during the hours 8am to 5pm). Additional surcharges may apply to work done outside these timeframes. The minimum charge for any resource will be 4 hours. Travel expenses are not included in these rates and may be charged separately. The qualifications of each type and level of resource are defined in the tables found at <https://www.motorolasolutions.com/content/dam/msi/secure/services/labor-rates-exhibit-160408.pdf>. All Motorola System Integration personnel assigned to this project will be classified according these levels. Project Administrative roles are varied and their specific duties and qualifications will be determined by the complexity and requirements of each project.



**EXHIBIT D**

**SYSTEM ACCEPTANCE CERTIFICATE**

**Customer Name:** \_\_\_\_\_

**Project Name:** \_\_\_\_\_

This System Acceptance Certificate memorializes the occurrence of System Acceptance. Motorola and Customer acknowledge that:

1. The Equipment set forth in the Equipment List document have been successfully delivered and completed.
2. The System is accepted.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**FINAL PROJECT ACCEPTANCE:**

Motorola has provided and Customer has received all deliverables, and Motorola has performed all other work required for Final Project Acceptance.

Customer Representative:

Motorola Representative:

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_





SECTION 7

# OUR COMMITMENT

Motorola Solutions creates innovative, mission-critical communication solutions and services that help public safety and commercial customers build safer cities and thriving communities. You can find our products at work in a variety of industries including law enforcement, fire, emergency medical services, national government security, utilities, mining, energy, manufacturing, hospitality, retail, transportation and logistics, education, and public services.

Founded in 1928, Motorola Solutions has a history of innovation that has revolutionized communications. From pioneering mobile communications in the 1930s and making equipment that carried the first words from the moon in 1969, to supporting modern-day emergency response equipment for disaster relief efforts around the world, Motorola Solutions has a global footprint with products that demonstrate its thought leadership.

Throughout its history, Motorola Solutions has transformed innovative ideas into products that connect people to each other and the world around them. Moving forward, the company strives to keep its commitment of make things better and life easier, to make sound recommendations that will guide you in linking your current and future communication needs and objectives with technology's ever-evolving promise.





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: Finance, County Counsel**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Janet Dutcher, Director of Finance

**SUBJECT** Ordinance Temporarily Waiving Cannabis Cultivation Tax

**AGENDA DESCRIPTION:**

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

Proposed ordinance temporarily suspending and waiving the cannabis cultivation tax imposed by subsection (B)(1) of Mono County Code section 3.30.050, for the period of July 1, 2022, through June 30, 2025.

**RECOMMENDED ACTION:**

Consider and potentially adopt proposed ordinance.

**FISCAL IMPACT:**

No impact on the immediate FY 2022/23 Cannabis Tax budget. If approved, the County expects a reduction in cannabis tax of between 14% to 20%.

**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
<a href="#">Staff Report</a>
<a href="#">Ordinance</a>

**History**

Time	Who	Approval
1/9/2023 4:50 PM	County Counsel	Yes
1/12/2023 4:27 PM	Finance	Yes

1/13/2023 1:52 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

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

To: Honorable Board of Supervisors

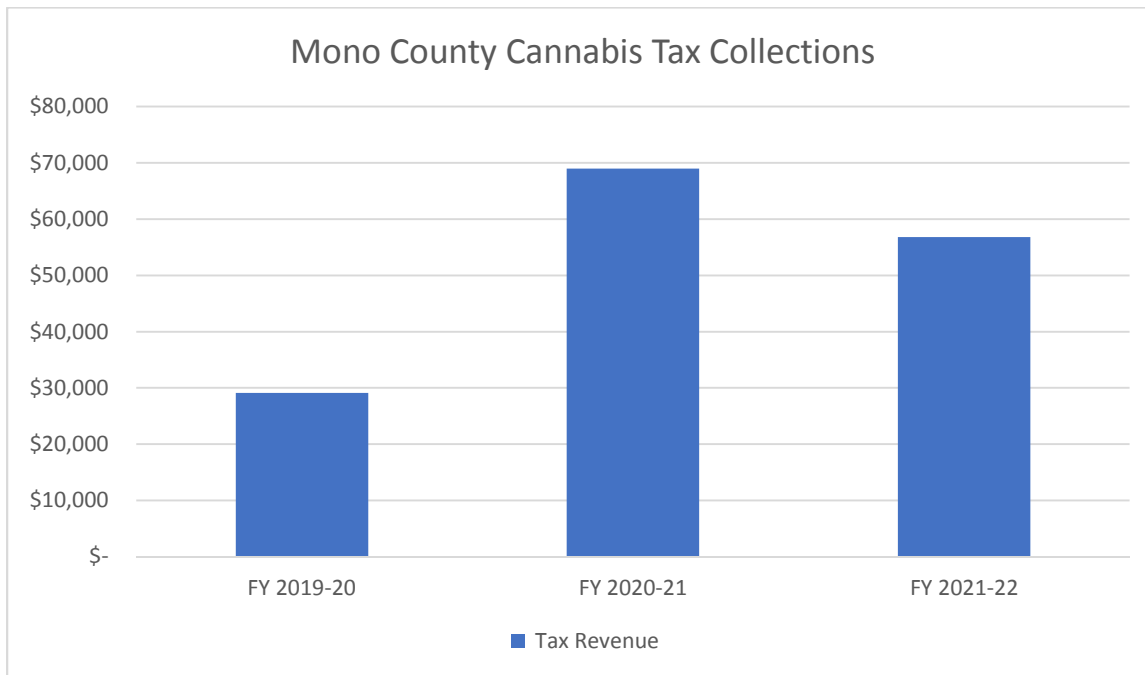
From: Janet Dutcher, Finance Director

Date: January 17, 2023

Re: Adoption of an urgency ordinance temporarily waiving the cannabis tax on cultivators

Voters approved Measure D creating the County's cannabis tax on operators, and the ordinance became effective on July 1, 2018. All operators, except cultivators, pay the tax based on a percentage of gross receipts. Cultivators are assessed based on square footage of the canopy regardless of the market price of the product.

The following graph shows Mono County cannabis tax collections for the past three fiscal years, mostly received from retail operators:



These local taxes are in addition to the state taxes our operators pay. The state taxing structure is like value-added taxing used by many European countries. The taxes accumulate at each stage of the production cycle. Adding the taxes cumulatively results in a compounded tax burden for each participant in the production cycle. With the significant drop in prices per pound, the taxing structure has created an undue burden on cultivators and further incentivizes the movement of the product into illegal markets. This is especially true considering that these operators are competing with those on the illegal side of the industry.

The State temporarily eliminated their cultivation tax and froze the state excise tax at 15%, starting July 1, 2022, and ending June 30, 2025. On November 1, 2022, your Board directed staff to return with a similar type of waiver of the cannabis tax on cultivators for the same period, July 1, 2022, to June 30, 2025. The agenda item before you today is to adopt an urgency ordinance implementing the waiver. The need for the urgency ordinance is because the payment of the tax on cultivators for the first six months of the waiver period is due by January 31, 2023.



ORDINANCE NO. ORD23-\_\_

**AN ORDINANCE OF THE MONO COUNTY  
BOARD OF SUPERVISORS TEMPORARILY SUSPENDING AND WAIVING THE  
CANNABIS CULTIVATION TAX IMPOSED  
BY SUBSECTION (B)(1) OF MONO COUNTY CODE SECTION 3.30.050  
FOR THE PERIOD OF JULY 1, 2022, THROUGH JUNE 30, 2025**

**WHEREAS**, on June 5, 2018, the voters of Mono County approved “Measure D”, enacting Chapter 3.30 of the Mono County Code “Cannabis Business Tax”; and

**WHEREAS**, subsection (B)(1) of section 3.30.050 of Chapter 3.30, imposed a tax of up to \$3.00 per square foot of canopy on cannabis cultivation within unincorporated Mono County, with optional annual inflationary adjustments; and

**WHEREAS**, subsection (C) of section 3.30.050 authorizes the Board of Supervisors to revise cannabis business taxes by ordinance or resolution, provided that the revision does not result in an exceedance of the maximum amounts approved by the voters; and

**WHEREAS**, since the legalization in California of cannabis for non-medicinal uses in 2016, the legal cannabis market has experienced a significant decline in the price per pound of harvested cannabis product due, among other factors, to over-supply of product, competition from the illegal market, costs of regulatory compliance and the multiple layers of State and local taxation; and

**WHEREAS**, these increased burdens have incentivized the movement of cannabis operations into illegal markets, resulting in associated crime and community impacts, and undermining the viability of licensed and approved operations throughout the State and in Mono County specifically; and

**WHEREAS**, in July of 2022, the State of California eliminated the weight-based portion of its cannabis cultivation tax and froze the excise tax of 15% for a period of three years, in order to partially address the challenges faced by legal cultivators in maintaining commercial viability; and

**WHEREAS**, the Board of Supervisors wishes to take similar action by temporarily waiving and suspending the tax on cannabis cultivation imposed by subsection (B)(1) of section 3.30.050, which tax would otherwise be due and owing by January 31, 2023; and

**WHEREAS**, this ordinance shall take effect immediately under subsection (c) of Government Code Section 25123, as an ordinance fixing the amount of money to be raised by taxation, and also under subsection (d) of Section 25123, as an ordinance for the immediate

1 preservation of public peace, health and safety as a means to prevent the collapse of legalized  
2 cannabis cultivation in Mono County and the movement of such operations to the black market;

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

5 **SECTION ONE:** The recitals set forth above are hereby adopted as findings of the  
6 Board of Supervisors.

7 **SECTION TWO:** The tax imposed by subsection (B)(1) of Mono County Code section  
8 3.30.050 on cannabis cultivation shall be suspended and waived for the period of July 1, 2022,  
9 through June 30, 2015, and no such taxes shall be owed for that period.

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

17 **SECTION FOUR:** This ordinance shall take effect immediately as an urgency  
18 ordinance. This is based on the Board of Supervisors finding that this ordinance is adopted in  
19 compliance with Government Code Section 25123(d), that it is necessary for the protection of  
20 the public peace, health and safety for the reasons contained in the findings set forth at the  
21 beginning of this ordinance, which are incorporated by reference herein.

22 **PASSED, APPROVED** and **ADOPTED** this 17th day of January, 2023, by the  
23 following vote, to wit:

24 **AYES:**

25 **NOES:**

26 **ABSENT:**

27 **ABSTAIN:**

28 \_\_\_\_\_  
Rhonda Duggan, Chair  
Mono County Board of Supervisors

29 **ATTEST:**

30 **APPROVED AS TO FORM:**

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

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



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: CAO**

**TIME REQUIRED** 10 minutes

**PERSONS APPEARING BEFORE THE BOARD** Megan Chapman, Budget Officer

**SUBJECT** Budget Update - January

**AGENDA DESCRIPTION:**

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

This is a regular re-occurring item to provide an update to the Board on Budget that will occur the third Tuesday of every month.

**RECOMMENDED ACTION:**

Receive budget update and provide direction to staff.

**FISCAL IMPACT:**

None noted.

**CONTACT NAME:** Megan Chapman

**PHONE/EMAIL:** 760-924-1836 / mchapman@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Attachment A - Proposed Budget Calendar</a>
<a href="#">Attachment B - Proposed Annual Budget Process</a>

**History**

Time	Who	Approval
1/11/2023 4:36 PM	County Counsel	Yes
1/12/2023 4:09 PM	Finance	Yes



1/13/2023 1:49 PM

County Administrative Office

Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

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

**BOARD OF SUPERVISORS**

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Lynda Salcido / District 5

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Chris Mokracek (Interim)

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Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Jeff Simpson

**EMERGENCY MEDICAL SERVICES**

Bryan Bullock

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION TECHNOLOGY**

Milan Salva (Interim)

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Kathy Peterson (Interim)

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

Date: January 17, 2023

To: The Honorable Mono County Board of Supervisors

From: Megan Chapman, County Budget Officer

Re: Budget Update

**Recommended Action:**

Staff recommends that your Board:

1. Receive the Budget Officer's monthly budget update
2. Consider and approve Budget Calendar for implementation by Mono County staff
3. Provide any direction to staff for future monthly updates or changes to budget process

**Discussion:**

Mid-Year Budget Report

Mono County FY 2022-23 Mid-Year review is under way and has been delayed a bit due to the recent weather events. Budget Performance Reports were created in the Fall of 2022 for each department to allow for monthly Budget Performance reviews between CAO Lawton and Department heads. These reports were also used for Mid-Year review to allow for Departments review their budgets compared to expenditures and to ask for any needed budget adjustments needed to get them through June 30, 2023. The Mid-Year report will be presented to your board on February 14, 2023. This report will include:

- Summary of Mono County FY 2022-23 Adopted Budget
- Overview of what has happened since budget adoption September 13
- Discussion of how CA budget affects Mono County
- Current Economic conditions based on State Legislative Analyst's office
- Department Narrative contributions
- ATTACHMENT A: Budget and Financial Policy
- ATTACHMENT B: Debt Policy
- ATTACHMENT C: Investment Policy
- ATTACHMENT D: Requested Budget Adjustments - 4/5<sup>th</sup> Board approval
- ATTACHMENT E: Administrative Adjustments - no action needed

Update since Budget Adoption

The FY 2022-23 Budget CAO Recommended Budget was adopted by way of a public hearing on September 13, 2022. Since that time there have been five

budget adjustments made, three that met the requirement to receive Board approval and two that were done administratively as permitted by the State Budget Act and Mono County Budget Policy.

**Board approved adjustments:**

1. An increase of expenditures from the General Fund for the Adult detention facility,
2. A revenue and expenditure increase for the grant funded Wildfire coordinator
3. An increase in expenditure for the hiring of a part time person to help with the implementation of the new recording system, redaction of old records and to digitize old records with use of Micrographics and modernization Fund balance

**Administrative adjustments:**

1. County Administration reappropriated budgeted expenditures in Salaries and Benefits for the Chief People Officer to Contract Services for Human Resources services performed under contract
2. Assessor's office to allow for staff cell phone stipends. The above were performed in accordance with the Budget Act and Mono County Budget Policy.

**CIP Process update integration to Annual Budget**

CAO's office has been working closely with Public Works to develop an update to the Mono County CIP last adopted in 2018 and create/implement a new annual CIP process. The CIP workshop in 2023 will be used in Budget development for FY 2023-24. Moving forward there will be an annual CIP workshop with the board to inform the budget process for the following year. The CIP workshop will occur annually in early November for use in the following years Budget.

**Attachments:**

Attachment A – Budget Calendar

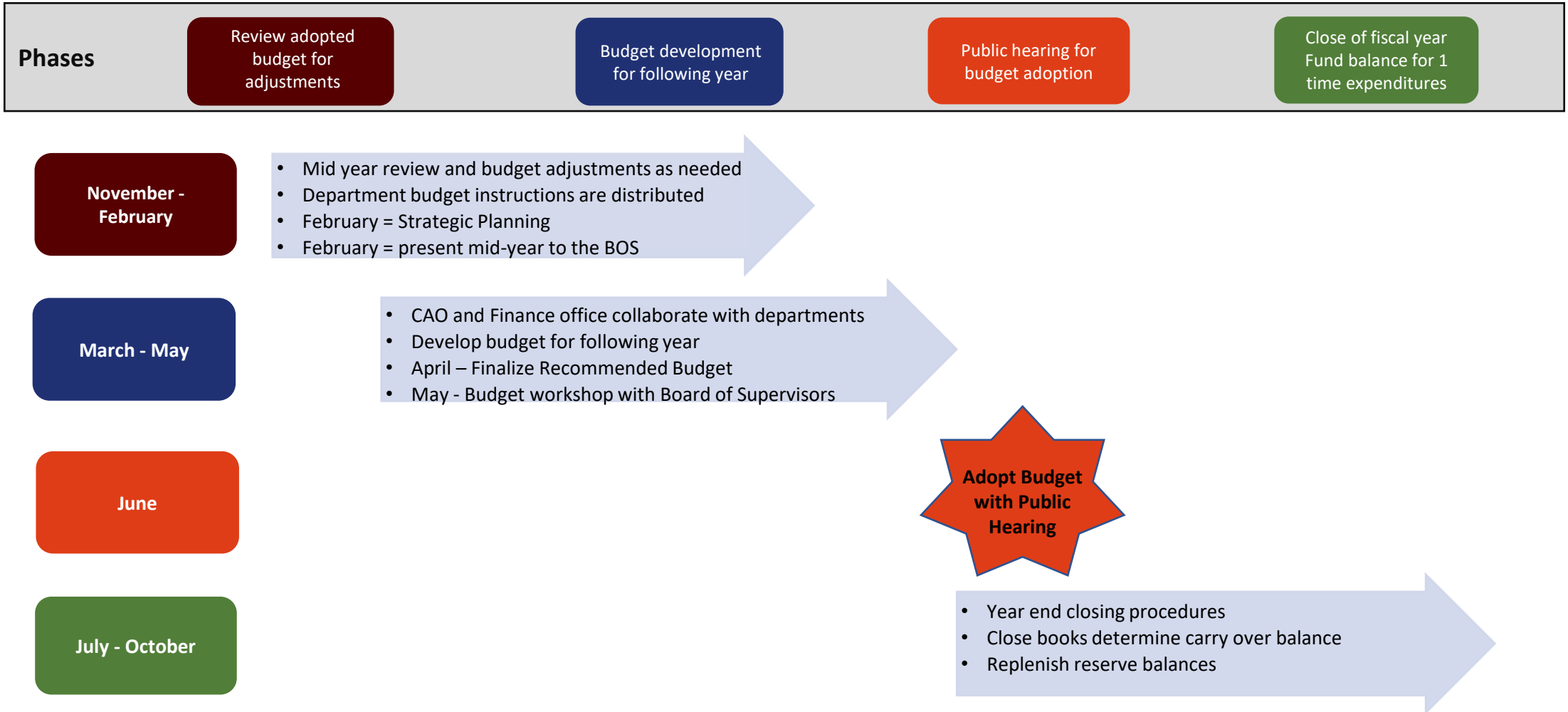
Attachment B – Annual Budget Process Timeline

BUDGET COMPONENT	ACTIVITY	COMPLETION DATE 2023
FY 2022-23 Budget - Mid Year	Mid-Year Report with corresponding Budget Adjustments to BOS	February, 14
FY 2023-24 Budget - Development	Budget Policy to BOS	February, 14
FY 2023-24 Budget - Development	Department Allocation list reviewed by Departments	February 10 - 17
FY 2023-24 Budget - Development	HR forms completed by Departments for allocation list changes	February 10 - 17
FY 2023-24 Budget - Development	Internal Service Funds Complete with trainings for Departments	February 17 - 28
FY 2023-24 Budget - Development	Budget Instructions for FY 2023-24 distributed to departments	February, 28
FY 2023-24 Budget - Development	Budget Kick-off Department Budget Team	March, 1
FY 2023-24 Budget - Development	HR will complete accept or reject all submitted personnel forms to departments	March, 16
FY 2023-24 Budget - Development	Personnel Moratorium in Place through Budget development	March, 17
FY 2023-24 Budget - Development	Department Budget Requests Submitted	March, 30
FY 2023-24 Budget - Development	Department meetings for FY 2023-24	April 3 - 14
FY 2022-23 Budget - Third Quarter	Departments Submit Third Quarter requests to CAO 's office	April, 21
FY 2022-23 Budget - Third Quarter	Third Quarter Review	April 24 - 29
FY 2022-23 Budget - Third Quarter	Third Quarter Published	April, 5
FY 2022-23 Budget - Third Quarter	Third Quarter Report to BOS	April, 9 or 16
FY 2023-24 Budget - Recommended	Russ Branson Model to BOS	April, 9 or 17
FY 2023-24 Budget - Recommended	Budget Workshops	May
FY 2023-24 Budget - Recommended	Recommended Budget given to BOS	May, 26
FY 2023-24 Budget - Recommended	Recommended Budget Published	June, 9
FY 2023-24 Budget - Recommended	Recommended Budget sent out in agenda packet	June, 16
FY 2023-24 Budget - Recommended	Recommended Budget presented to Board with Public Hearing	June, 20



# Annual Budget

Budget Planning Cycle Timeline





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: CAO**

**TIME REQUIRED** 30 minutes

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

**SUBJECT** Strategic Plan Update

**AGENDA DESCRIPTION:**

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

Presentation by Robert C. Lawton regarding Mono County Strategic Plan Update 2023-01-17.

**RECOMMENDED ACTION:**

1. Receive update. 2. Discuss progress and possible amendment. 3. Provide direction to staff.

**FISCAL IMPACT:**

None noted.

**CONTACT NAME:** Cheyenne Stone

**PHONE/EMAIL:** 760-932-5408 / Cstone@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Attachment A - Mono County Strategic Plan Update 2023-01-17</a>
<a href="#">Attachment B - Mono County Strategic Plan 2022-24</a>

**History**

Time	Who	Approval
1/12/2023 5:38 PM	County Counsel	Yes
1/12/2023 4:11 PM	Finance	Yes

1/13/2023 12:01 PM

County Administrative Office

Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

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

Date: January 17, 2023  
To: The Honorable Mono County Board of Supervisors  
From: Robert C. Lawton, County Administrator  
Re: Strategic Plan Update 2022-24

**BOARD OF SUPERVISORS**

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**VICE CHAIR**  
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Bob Gardner / District 3  
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Milan Salva (Interim)

**PROBATION**  
Karin Humiston

**PUBLIC HEALTH**  
Kathy Peterson (Interim)

**PUBLIC WORKS**  
Paul Roten

**SOCIAL SERVICES**  
Kathy Peterson

**Recommended Action:**

Staff recommends that your Board:

1. Receive the attached report on the progress of the 2022-24 Strategic Plan
2. Discuss possible revisions
3. Provide staff direction for subsequent updates

**Discussion**

The Mono County Strategic Plan Update 2022-24 document communicates the Board's objectives for Mono County government in relation to the organization's mission, vision, and values. The Strategic Plan identifies the actions needed to achieve those goals and other critical elements developed during the planning and survey process. The Strategic Plan reflects the values the Board and staff subscribe in addressing the needs of Mono County's residents, visitors, and stakeholders.

The Strategic Plan is a pathway to future accomplishments. However, it does not relieve this organization from its parallel and ongoing responsibility to carry out hundreds of laws and mandates, encompassing more than half of our daily work lives. County employees assume these responsibilities concurrent with focusing on their respective Strategic Objectives.

I commend County staff, the Board of Supervisors, executive leadership, and community members for providing strategic planning input to drive a meaningful mission and set directions to work collaboratively in our County. In Attachment A I am pleased to share updates regarding progress toward the County's 2022-24 Strategic Plan priorities and strategies.

**Fiscal Impact**

This update has no direct fiscal impact.



2022-24 MONO COUNTY STRATEGIC PLAN OBJECTIVES (APRIL 5, 2022)

STRATEGIC FOCUS AREA	OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 1/11/23	
Safe and Healthy Communities	Behavioral Health Services Access	Continue to determine needs and enhance access to behavioral health services	Behavioral Health	Behavioral Health Advisory Board	December 2022	Ongoing. Report to Board spring/summer 2023	
Safe and Healthy Communities	Behavioral Health Services Access	Develop a report to be delivered to the BOS that identifies overdose deaths and suicides (historical and current) in the county and recommended prevention actions	Behavioral Health	Behavioral Health Advisory Board	Completed	The report was presented to the BOS on November 8, 2022.	
A Thriving Economy	Address shortage of affordable housing	Appoint a Board ad-hoc committee to review and visit other county affordable housing plans, funding and projects	Board of Supervisors	County Administration, Housing Opportunities Manager	Ongoing	A consultant has been hired to conduct a Pre-workshop pertaining to housing policy. Housing Workshop is tentatively scheduled for March 14, 2023.	
Safe and Healthy Communities	Improve Rural Infrastructure	Through a current funding award, assess Special District Capacity and needs to support increased housing density	Community Development		Ongoing	June 2024 (this is the grant deadline – two proposals have not yielded a qualified consultant. Further attempts will be conducted by CDA)	
A Thriving Economy	Address shortage of affordable housing	Hire a Housing Opportunities Manager to represent the organization	County Administration	Human Resources	Completed		
A Thriving Economy	Address shortage of affordable housing	Identify additional sources of funding to commit to affordable housing	County Administration	Housing Opportunities Manager	Ongoing		
Safe and Healthy Communities	Enhance Emergency Management functions	BOS approval of the creation of an Office of Emergency Management	County Administration		Completed		
Safe and Healthy Communities	Enhance Emergency Management functions	Recommend to the BOS necessary OEM funding for appropriate emergency functions	County Administration		Completed		
Safe and Healthy Communities	Enhance Emergency Management functions	Recruit and hire an Emergency Services Manager and staff as appropriate	County Administration	Human Resources	Completed		
Safe and Healthy Communities	Enhance Emergency Management functions	Subsequent to the current project implementing the early warning system, create an inventory of key evacuation routes	County Administration	Sheriff's Department, Public Works	Fall 2023		
Safe and Healthy Communities	Enhance the Quality of Life for our Children and Aging Population	Develop a comprehensive report to the Board that identifies current and potential future programs and policies that will enhance the quality of life for all in Mono County	County Administration	Public Health, CSOC, Social Services, Behavioral Health	Ongoing	As of right now, departments are working together on a variety of matters/topics that meet this strategic plan goal.	
Safe and Healthy Communities	Improve Rural Infrastructure	Complete construction of the new jail	County Administration	Public Works, Sheriff's Dept.	June 2025	In process.	
Safe and Healthy Communities	Improve Rural Infrastructure	Complete the Emergency Radio System	County Administration	Emergency Management	June 2023	The President signed the FY 2023 Omnibus Appropriations Bill on Thursday, December 29, 2022. This is the first step in initiating the process of implementing an Emergency Radio System. The Motorola Contract is before you board at the January 17th meeting.	
Safe and Healthy Communities	Solid Waste Collection and Disposal	Develop a new countywide solid waste transfer and disposal system to replace Benton Crossing Landfill (slated to close 2023)	County Administration	Public Works	January 2023	Contracts approved.	
Sustainable Public Lands	Fisheries	Explore partnership agreement(s) with organizations to enhance and sustain sport and recreational fishing along with long-term ecological considerations	County Administration	Economic Development	Ongoing	Continued dialog with CDFW, CalTrout, Trout Unlimited on angler and wildlife issues in Mono County including fishing regulations on the East Walker River. After many years of advocating a year-round fishing license was adopted by CDFW on January 1, 2023. Promoting sustainable catch-and-release fishing and promoted new winter fishing locations under the new fishing regulations.	
Sustainable Public Lands	Preserve and protect public lands	Create a partnership with federal, local and state partners to identify an action plan to protect and preserve public lands	County Administration		In Process		
Sustainable Public Lands	Preserve and protect public lands	Identify local, state, federal and/or grant funding to apply toward protecting public lands	County Administration		In Process	CSAC has introduced a program supporting County efforts to attain state grant funding. In addition to working with CSAC, Mono County has contracted with TFG to support federal grant application efforts in this and other areas.	
Sustainable Public Lands	Public Lands – Recreation and Tourism	Develop a Federal and State legislative platform seeking funding and legislative opportunities	County Administration		In Process	A Federal Legislative Platform prepared with TFG's support is introduced to your board at the January 17th meeting.	
Workforce & Operational Excellence	Budget Process	Complete Budget Process enhancements and realignment in coordination with the Finance Director	County Administration	Finance Department	Completed		

2022-24 MONO COUNTY STRATEGIC PLAN OBJECTIVES (APRIL 5, 2022)

STRATEGIC FOCUS AREA	OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 1/11/23
Workforce & Operational Excellence	Enhance the effectiveness of Human Resources	Appoint a Director of Human Resources	County Administration		In Process	CAO has contracted with Wendi Brown Creative Partners (WBCP) Inc. to recruit a Chief People Officer. As of January 5, 2023, WBCP Inc. has received 17 applications, and nine applicants were invited for phone screen interviews. Virtual interviews with potential applicants are scheduled for January 30th, and in-person interviews are scheduled for February 6th.
Workforce & Operational Excellence	Enhance the effectiveness of Human Resources	Initiate a process to acquire and implement a recruitment management software program	County Administration	Human Resources	In Process	CAO approved NeoGov contract. In January and February, the Human Resource Team will start the implementation of a new HR management software program and is scheduled to meet with the IT department for implementation assistance on 1/20/2023.
Workforce & Operational Excellence	Enhance the effectiveness of Human Resources	Initiate a review of all Human Resources policies and procedures	County Administration	Human Resources	In Process	
Workforce & Operational Excellence	Governance	Begin development of a comprehensive policy and procedure manual	County Administration	County Counsel, All Departments	In Process	County Counsel and other assigned staff have reformatted policies currently being reviewed by staff and will be compiled and re-reviewed as a group in the next three months in collaboration with MRG.
Workforce & Operational Excellence	Governance	Complete Governance Workshops and implementation of resulting policies	County Administration		Completed	
Workforce & Operational Excellence	Invest in employee development and Well Being throughout our organization	Begin informal brown bag lunches / coffee with the CAO led by the County Administrator with special guests from the community	County Administration		Implemented	Coffee with the CAO held monthly in North and South County.
Workforce & Operational Excellence	Invest in employee development and Well Being throughout our organization	Continue to implement Well Being Initiatives for Mono County employees	County Administration		Ongoing	
Workforce & Operational Excellence	Invest in employee development and Well Being throughout our organization	Create a comprehensive employee recognition program	County Administration	Human Resources	Ongoing	April 2022 employee recognitions started. An annual BBQ will occur in the summer to recognize employees.
Workforce & Operational Excellence	Invest in employee development and Well Being throughout our organization	Develop 3-5 internal, development focused, training programs for county employees	County Administration	Human Resources	Ongoing	19 employees have completed the NACo High Performance Leadership Academy and 4 are currently enrolled for the 2023 cohort.
Workforce & Operational Excellence	Justice, Equity, Diversity & inclusion (JEDI)	Integrate JEDI training into mandatory employee training	County Administration	County Clerk	Implemented	JEDI has completed its Implicit Bias training's with Dr. Rita Cameron-Wedding. Phase I done 11/8/2021. Phase II A 1/10/2022. Intersession 3/18/2022. Phase II B 4/21/2022. Phase III 5/19/2022. Monthly JEDI meetings are held, and the upcoming Unconscious Bias Training with Vida Thomas is scheduled for the end of January 2023. Moving Screening: Cooked: Survival by Zip Code is also planned for 2023. The County Clerk is currently coordinating with more presenters to hold additional training for 2023.
Workforce & Operational Excellence	Legislative Advocacy and Support	Provide options to the BOS to consider state and / or federal legislative lobbying options to maximize opportunities to enhance Mono County	County Administration		Completed (Federal)	
Workforce & Operational Excellence	Provide Superior Customer Service	Create a biennial, in-house customer service training for all employees. All new employees must attend the course within one year of their tenure with Mono Co.	County Administration	Human Resources	In Process	The Chief People Officer upon hire will be tasked to assist in coordinating this effort.
Workforce & Operational Excellence	Provide Superior Customer Service	Develop a voluntary countywide Customer Service Survey	County Administration		Spring 2023	
A Thriving Economy	Diversify the economy	Develop and implement a plan that identifies opportunities for a flexible economy based on attracting businesses from sectors outside the tourism/recreation industry	Economic Development		June 2023	Working with RCRC to complete a CEDS - Comprehensive Economic Development Strategy to identify opportunities to diversify the economy with an anticipated completion date of June 2023.
A Thriving Economy	Diversify the economy	Explore opportunities to expand and enhance sustainable tourism opportunities, such as off-highway vehicle activities, using current county infrastructure and other public lands	Economic Development		In Process	Working with Marcella Rose, Mono County's Sustainable Recreation Coordinator, to develop infrastructure and opportunities including the recently completed Bridgeport Winter Recreation Trail.
A Thriving Economy	Economic Data	Provide quarterly reports on Mono County economic data utilizing research and information available through local, state and federal sources	Economic Development		In Process	Provided the first report to the Board of Supervisors in September with the second report anticipated in early February 2023.

STRATEGIC FOCUS AREA	OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 1/11/23
A Thriving Economy	Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Collaborate with federal and state land management agencies, local agencies, partners, and tourism businesses, to educate visitors regarding sustainable and responsible recreation practices	Economic Development	County Administration	Completed/Ongoing	Continued to promote and advertise Camp Like A Pro campaign. Included messaging in our Visitor Guide and Website on wildfire safety, wildlife safety, Mountain Manners, wildflower etiquette, sustainable fishing, dog and pet best practices and COVID-19 information. Anticipating completing a Poo Like A Pro video in spring 2023. Actively promoting areas that have disire and infrastructure for increased tourism.
A Thriving Economy	Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Focus tourism marketing efforts on shoulder seasons and less visited locations in the county to grow year-round business levels	Economic Development		Completed/Ongoing	Implementing marketing plan for Fall, Winter and Spring shoulder seasons. Completed weekly Fall Color reports and sponsorship with CaliforniaFallColor.com. Completed and promoted Winter recreation video. Anticipating promoting waterfalls and wildflowers in spring 2023. Ongoing support and advertisement through our social media, PR, newsletter, visitor guide, calendar, tradeshow, website and marketing channels. Launched new "California's Great Beyond" video.
A Thriving Economy	Enhance and strengthen Mono County tourism sector utilizing responsible recreation messaging	Work with Visit California and Mammoth Lakes Tourism to rebuild international visitation post pandemic	Economic Development		In Process	Completed sales mission with Mammoth Lakes Tourism to India in December. Working with MLT, Visit Bishop, Visit California and US Travel to attend IPW in San Antonio in May.
A Thriving Economy	Support and retain the existing business community	Continue to provide opportunities for business financial/technical assistance programs through local, state and federal funding opportunities to aid in the post pandemic recovery	Economic Development	County Administration, Finance Department	Completed/Ongoing	Executed \$299,138 in forgivable loans to businesses in Mono County through CDBG CV 2-3. Continued to provide support, grants, loans, and funding opportunities through our state and federal partners including HCD, USDA, SBA, Go-Biz, SBDC, VCA, CALED, and CaTavel. Amended CDBG CV-1 Grant to provide an additional \$64,484 in forgivable loans to businesses in Mono County.
A Thriving Economy	Support and retain the existing business community	Create an annual business appreciation event to celebrate Mono County businesses	Economic Development		Spring 2023	A business appreciation event will be held in Walker, Bridgeport, Lee Vining, June Lake and Crowley Lake in early Spring 2023
Workforce & Operational Excellence	Budget Process	Hold two (2) fiscal training workshops for department heads and fiscal staff	Finance Department		Spring 2022	Severe weather resulted in the rescheduling of fiscal training originally planned for January 11, 2023. New dates are not yet determined, and the training process should be completed close to the year-end closing process, which is late June and early July.
A Thriving Economy	Address shortage of affordable housing	Develop a new / updated multi-year plan for affordable housing	Housing Opportunities Manager		Spring 2023	Pre-workshop workshop scheduled January 17, 2023.
A Thriving Economy	Address shortage of affordable housing	Provide the BOS a quarterly update on affordable housing activities	Housing Opportunities Manager		July 2022	
A Thriving Economy	Address shortage of affordable housing	Update BOS policies for affordable housing; including streamlined processes and options to incentivize building of units.	Housing Opportunities Manager	Community Development	December 2022 (ongoing)	Pre-workshop workshop scheduled January 17, 2023.
Workforce & Operational Excellence	Comprehensive Workforce Data	Develop relevant workforce data sets for department heads and the Board of Supervisors	Human Resources		Fall 2022	
Workforce & Operational Excellence	Enhance the effectiveness of Human Resources	Develop and implement HR process training for departments	Human Resources		Spring 2023	
Safe and Healthy Communities	Improve Rural Infrastructure	Continue to enhance existing broadband access/affordability in Mono County	Information Technology	County Counsel	Ongoing	County continues to participate in proceedings before the CPUC and to engage with the State regarding broadband infrastructure. County Counsel is currently drafting the LATA MOU, and the CAO anticipates it going to the BOS in February to seek approval for the RCRC & Mono County MOU.

STRATEGIC FOCUS AREA	OBJECTIVE	ACTION ITEM	OWNER	LEADS	TIME FRAME	STATUS AS OF 1/11/23	
Safe and Healthy Communities	Enhance the Quality of Life for our Children and Aging Population	Probation to collaborate with justice partners to ensure systems and programs are implemented to minimize the number of youth involved in the justice system.	Probation		Ongoing	The Probation Department works with multiple agencies and departments to ensure youth receive appropriate services while minimizing their involvement in the justice system.	



# MONO COUNTY **STRATEGIC PLAN** UPDATE 2022-2024



**CALIFORNIA'S GREAT BEYOND**



## STRATEGIC PLAN UPDATE 2022-2024

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# MESSAGE FROM THE BOARD CHAIR

On behalf of the Mono County Board of Supervisors, it is my honor to share with you our updated Strategic Plan.

Our plan serves as part of the foundation for Mono County government, as we provide critical services to our community. It also offers a unique focus necessary for the adaptive nature of California counties. Among many other elements, our Strategic Plan expresses a set of values to which we subscribe in addressing the needs of Mono County's residents, visitors and businesses.

The Strategic Plan is a pathway to future accomplishments we can generate together. However, it does not relieve our organization of its parallel and ongoing responsibility to carry out hundreds of laws and mandates, encompassing more than half of our daily work lives. Our employees do not take these responsibilities lightly, completing those tasks while concurrently focusing tremendous effort on local initiatives and projects that improve our quality of life.

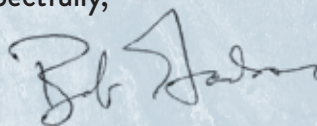
The Board of Supervisors and executive leadership provided strategic planning input with a focus driven by decades of public service experience in support of our wonderful county. Contributions before and during the process have been exceptionally valuable. Over 150 public surveys were completed, with introductions to the survey through the county's website, a webinar, direct mailers and several meetings with all Regional Planning Advisory Committees (RPACs). All input received, whether from Board members, employees or our community members, assists us in refining our priorities and strategies.

Our internal and external partnerships are only as strong as our organizational foundation. The key to that foundation is our most important asset, Mono County employees. As a service-based organization, our leadership must provide a common set of values, a meaningful mission and set a direction to work collaboratively in our communities.

I would personally like to thank my colleagues and our employees who steadfastly supported planning efforts and worked to produce this well thought out and flexible update. Their contributions and leadership are invaluable.

We are committed to serving all in Mono County and achieving long lasting outcomes while successfully navigating any challenges we face. Thank you again to everyone for their input, participation and commitment to Mono County.

Respectfully,



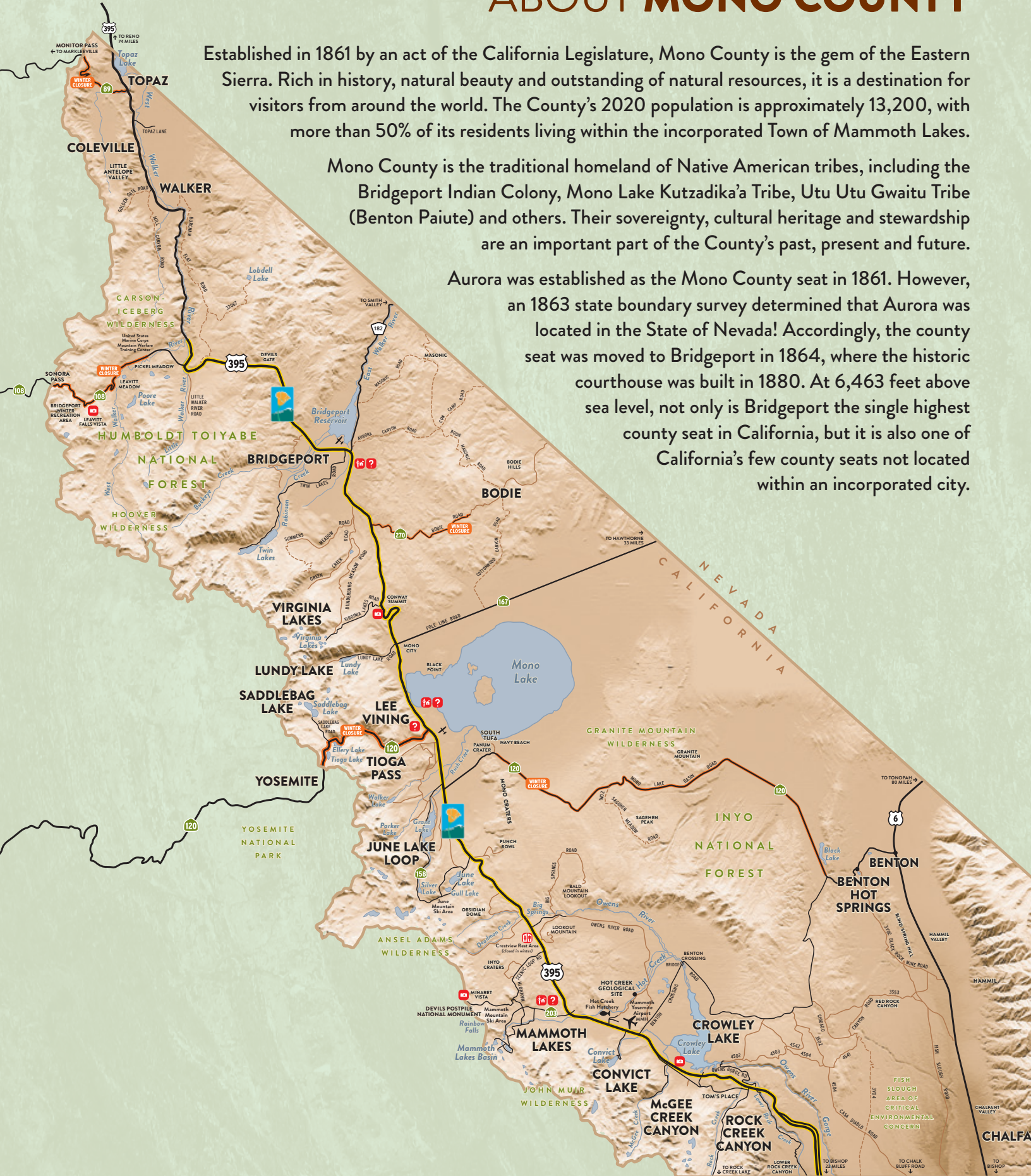
Bob Gardner, Chair  
Mono County Board of Supervisors

# ABOUT MONO COUNTY

Established in 1861 by an act of the California Legislature, Mono County is the gem of the Eastern Sierra. Rich in history, natural beauty and outstanding of natural resources, it is a destination for visitors from around the world. The County's 2020 population is approximately 13,200, with more than 50% of its residents living within the incorporated Town of Mammoth Lakes.

Mono County is the traditional homeland of Native American tribes, including the Bridgeport Indian Colony, Mono Lake Kutzadika'a Tribe, Utu Utu Gwaitu Tribe (Benton Paiute) and others. Their sovereignty, cultural heritage and stewardship are an important part of the County's past, present and future.

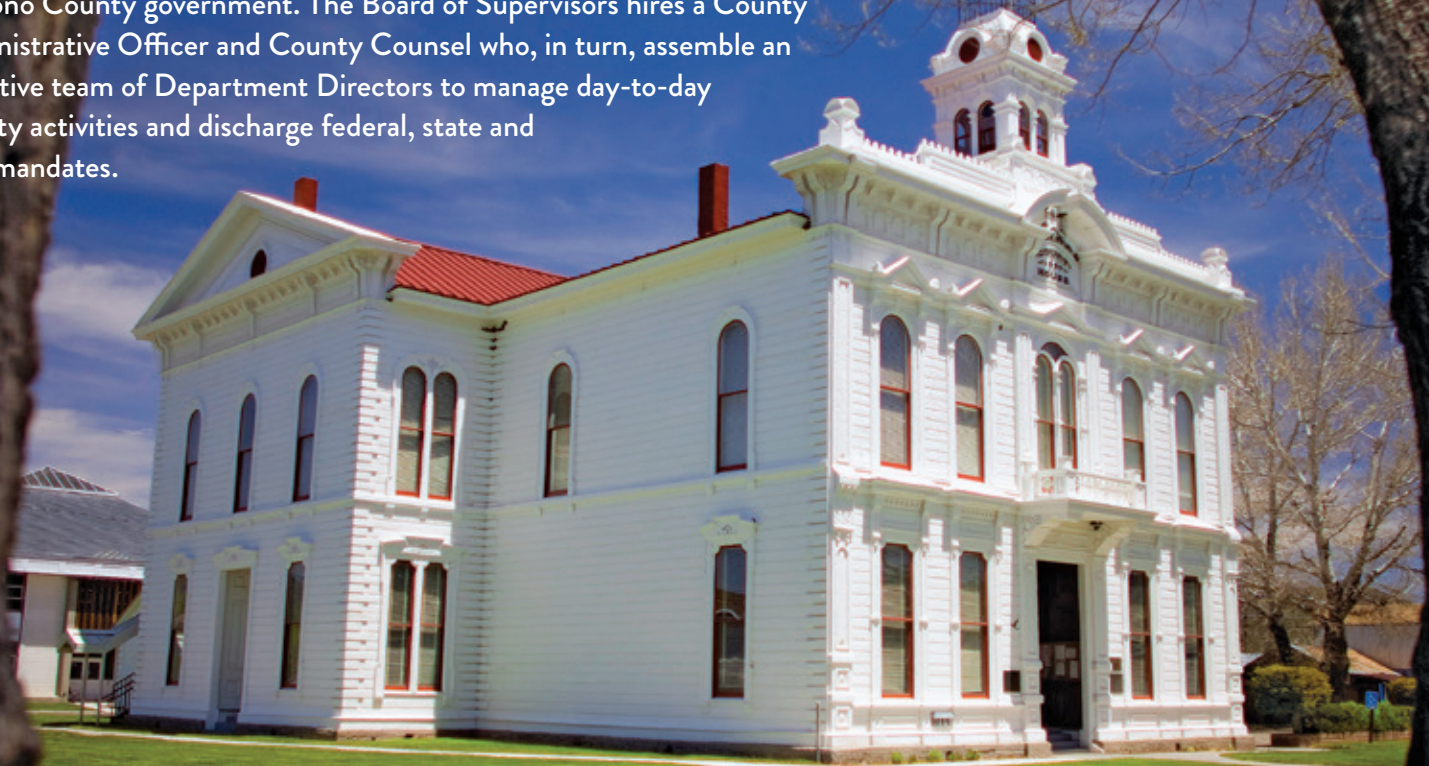
Aurora was established as the Mono County seat in 1861. However, an 1863 state boundary survey determined that Aurora was located in the State of Nevada! Accordingly, the county seat was moved to Bridgeport in 1864, where the historic courthouse was built in 1880. At 6,463 feet above sea level, not only is Bridgeport the single highest county seat in California, but it is also one of California's few county seats not located within an incorporated city.





# GOVERNANCE

Mono County is governed by five elected County Supervisors who serve as the County's legislative and executive body, providing policy direction for all branches of Mono County government. The Board of Supervisors hires a County Administrative Officer and County Counsel who, in turn, assemble an executive team of Department Directors to manage day-to-day County activities and discharge federal, state and local mandates.



Mono County encompasses 3,030 square miles, of which 94% (2,845 square miles) is public land. Its diverse landscape with picturesque seasons, recreational opportunities, and a rural quality of life makes Mono County not only a destination for millions to visit, but a comfortable and welcoming place for individuals and families to call home.

# MONO COUNTY SUPERVISORS



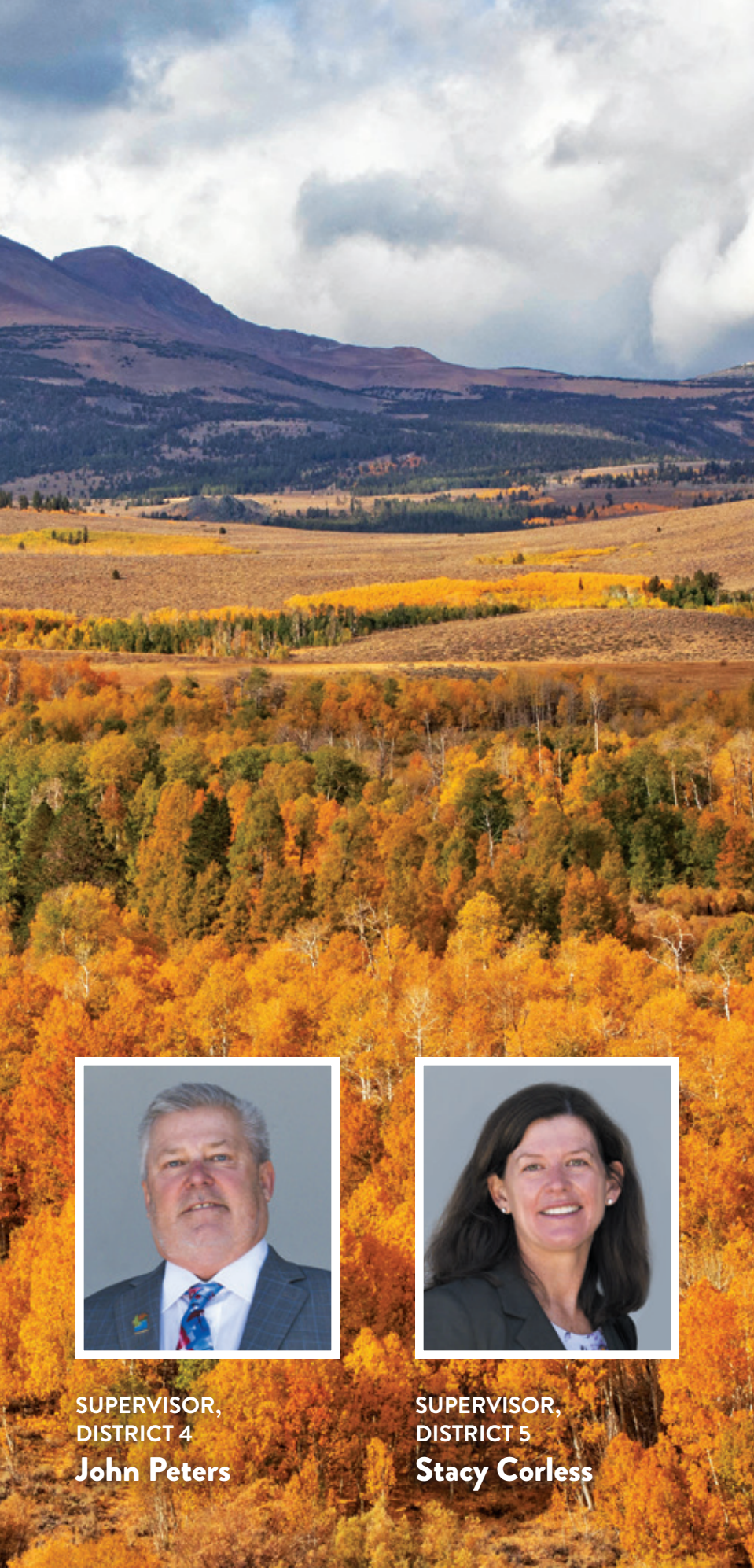
SUPERVISOR,  
DISTRICT 1  
**Jennifer Kreitz**



SUPERVISOR,  
DISTRICT 2  
**Rhonda Duggan**



SUPERVISOR,  
DISTRICT 3  
**Bob Gardner**



# OUR MISSION

To support all our communities by delivering superior services while protecting our unique rural environment

# OUR VISION

Outstanding  
Community Services  
Quality of Life  
Beyond Compare

# OUR VALUES

Collaboration  
Integrity  
Innovation  
Outstanding  
Customer Service



SUPERVISOR,  
DISTRICT 4  
**John Peters**



SUPERVISOR,  
DISTRICT 5  
**Stacy Corless**

# EXECUTIVE SUMMARY

We are excited to present this updated Strategic Plan for Mono County government. Over the last 7 months, elected officials, staff and residents have worked hard to identify our priorities, strengths and opportunities.

Moving forward, with quarterly status reports and annual reviews, this document will serve as a guide to achieving more for Mono County's communities and government organization. Broad input from our communities has brought to light numerous opportunities on which we are now positioned to capitalize.

Our focus on listening to staff and communities alike has created a stronger partnership to fulfill the priorities we share with you here.

Experiencing a tragic pandemic over the last several years that has impacted our everyday lives, we are more than ready to move forward—investing, collaborating and creating an environment driving quality outcomes for our neighbors, businesses and visitors.

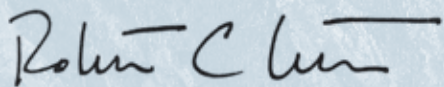
The unprecedented scale and pace of change makes today's operating environment more complex than ever before. Progress—or even maintaining the *status quo*—requires greater collaboration among external and internal partners. Issues both critical and commonplace are addressed in an atmosphere of growing scrutiny.

Simply put, never before have local governments needed to be more effective, efficient and accountable. That starts here and now, with our organization and its employees reaching successful outcomes via successful internal and external partnerships.

The diverse sources contributing to this updated Strategic Plan exemplify the kind of partnerships necessary for success. While we cannot include every idea or comment provided during the process, we focused on common themes, and issues important to everyone.

Words cannot express how appreciative I am to be part of Mono County and our incredible organization. Everyone's kindness, energy and commitment contribute to the great quality of life we enjoy here.

Sincerely,



Robert Lawton  
County Administrative Officer





# CORE SERVICES

California's 58 counties vary significantly in specific needs. From vast landscapes focused on agriculture, recreation or tourism to concentrated population centers of hundreds of thousands to millions of people and lower population counties that are considerably larger in square mileage can present local public service challenges. Considering such diverse complexities, counties prioritize projects or initiatives that provide the best "local" benefit. Working hard to achieve local priorities, like experiences of rural counties, or unique to Mono County, is important to the Board of Supervisors.

Not identified as a Strategic Focus Area, but essential to meeting the needs of Mono County communities, are a broad range of Core Services. In expressing nearly 500 Core Services, the authors of Mono County's 2019-2024 Strategic Plan accurately portrayed the essential functions performed by all county departments. The Core Services matrices also demonstrate a direct correlation to priorities that may not specifically be state or federal mandates but may have several mandated services woven into their workplans, such as specific projects or grants.

While the current Core Services list may not be all-inclusive due to the Legislature's approval each year of numerous new mandates, it is important to note that, as currently stated, such mandates make up nearly 60% of Mono County's daily employee work tasks. For California counties, as arms of the State of California, mandate performance is predicated on associated funding, of which a large portion is specifically allocated for our vulnerable populations.

As a public service organization, we strive to balance local priorities with carrying out state and federal mandates. As noted, these mandates have tremendous value to many individuals and families. Striking that balance is key considering resource constraints and current and future staffing levels. Regardless of what local or state mandated task may be before us, our commitment is to serve Mono County residents and visitors consistent with our values of Collaboration, Integrity, Innovation and Outstanding Customer Service.



# STRATEGIC PLAN UPDATE – INPUT

Over the course of several months, numerous sources of input were sought for development of the Strategic Plan Update. Internal sources of input from Mono County’s governmental organization were achieved through workshops and interviews from members of the Leadership Team and the Board of Supervisors.

Importantly, public input was sought by holding a webinar, summarizing the current Strategic Plan and the update process. A survey was developed for community members to provide input by identifying their top seven priorities out of twenty priorities listed and to provide narrative comments as appropriate. (The public survey yielded 154 responses.) Regional Planning Advisory Councils (RPACs) were also informed of the survey at their respective meetings, seeking input.

## TOP 10 PRIORITIES AS DETERMINED BY RECEIVING THE MOST TOP 7 RANKINGS:

Safe and Affordable Housing.....	73%
Rural Infrastructure (roads, Internet access) and services ....	56%
Preservation and Enhancement of Public Lands .....	55%
Quality of Life for Children .....	53%
Disaster / Emergency Preparedness .....	44%
Quality of Life for Aging Population .....	38%
Health Promotion and Disease Prevention .....	38%
New Business Development and Business Retention .....	37%
Access to Behavioral Health and Substance Abuse Prevention & Treatment Services .....	36%
Reducing Poverty and Hunger .....	33%

# STRATEGIC FOCUS AREAS

The following Strategic Focus Areas are meaningful and essential to the success of our communities. As indicated in the following pages, objectives are identified to accompany these focus areas, leading to action items the organization can accomplish, together, with their communities. Further discussions will occur concerning the inclusion of timelines, the identification of lead departments and adjustments as necessary.

## SAFE AND HEALTHY COMMUNITIES



## A THRIVING ECONOMY



## WORKFORCE & OPERATIONAL EXCELLENCE



## SUSTAINABLE PUBLIC LANDS



# SAFE AND HEALTHY COMMUNITIES

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
<b>Enhance Emergency Management Functions</b>	BOS approval of the creation of an Office of Emergency Management	County Administration	COMPLETED
	Recommend to the BOS necessary OEM funding for appropriate emergency functions	County Administration	SPRING 2022
	Recruit and hire an Emergency Services Manager and staff as appropriate	County Administration, Human Resources	SPRING 2022
	Subsequent to the current project implementing the early warning system, create an inventory of key evacuation routes	County Administration, Sheriff's Department, Public Works	FALL 2023
<b>Improve Rural Infrastructure</b>	Continue to enhance existing broadband access/affordability in Mono County	Information Technology, County Counsel	ONGOING
	Complete the Emergency Radio System	County Administration, Information Technology	BY JUNE 2023
	Complete construction of the new jail	County Administration, Public Works, Sheriff's Department	JUNE 2025
	Through a current funding award, assess Special District Capacity and needs to support increased housing density	Community Development	JUNE 2024 (This is the grant deadline. Two proposals have not yielded a qualified consultant. Further attempts will be conducted by CDA.)
<b>Behavioral Health Services Access</b>	Continue to determine needs and enhance access to behavioral health services	Behavioral Health, Behavioral Health Advisory Board	DECEMBER 2022
	Develop a report to be delivered to the BOS that identifies overdose deaths and suicides (historical and current) in the county and recommended prevention actions	Behavioral Health, Behavioral Health Advisory Board	AUGUST 2022
<b>Solid Waste Collection and Disposal</b>	Develop a new county-wide solid waste transfer and disposal system to replace Benton Crossing Landfill (slated to close in 2023)	County Administration, Public Works	JANUARY 2023
<b>Enhance the Quality of Life for our Children and Aging Population</b>	Develop a comprehensive report to the Board that identifies current and potential future programs and policies that will enhance the quality of life for all in Mono County	County Administration, Public Health, Children's System of Care, Social Services, Behavioral Health	FALL 2022
	Probation to collaborate with justice partners to ensure systems and programs are implemented to minimize the number of youth involved in the justice system	Probation	SUMMER/FALL 2022



# A THRIVING ECONOMY

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
<b>Address Shortage of Affordable Housing</b>	Hire a Housing Opportunities Manager to represent the organization	County Administration, Human Resources	COMPLETED
	Appoint a Board ad-hoc committee to review and visit other county affordable housing plans, funding and projects	Board of Supervisors, County Administration, Housing Opportunities Manager	AUGUST 2022
	Develop a new/updated multi-year plan for affordable housing	Housing Opportunities Manager	SPRING 2023
	Identify additional sources of funding to commit to affordable housing	County Administration, Housing Opportunities Manager	ONGOING
	Update BOS policies for affordable housing; including streamlined processes and options to incentivize building of units	Housing Opportunities Manager, Community Development	DECEMBER 2022 (ONGOING)
	Provide the BOS a quarterly update on affordable housing activities	Housing Opportunities Manager	JULY 2022
<b>Support and Retain the Existing Business Community</b>	Continue to provide opportunities for business financial/technical assistance programs through local, state and federal funding opportunities to aid in the post pandemic recovery	Economic Development, County Administrator, Finance Department	ONGOING
	Create an annual business appreciation event to celebrate Mono County businesses	Economic Development	2022
<b>Enhance and Strengthen Mono County Tourism Sector Utilizing Responsible Recreation Messaging</b>	Focus tourism marketing efforts on shoulder seasons and less visited locations in the county to grow year-round business levels	Economic Development	ONGOING
	Collaborate with federal and state land management agencies, local agencies, partners, and tourism businesses, to educate visitors regarding sustainable and responsible recreation practices	Economic Development, County Administration	ONGOING
	Work with Visit California and Mammoth Lakes Tourism to rebuild international tourism post pandemic	Economic Development	ONGOING
<b>Diversify the Economy</b>	Develop and implement a plan that identifies opportunities for a flexible economy based on attracting businesses from sectors outside the tourism/recreation industry	Economic Development	JANUARY 2023
	Explore opportunities to expand and enhance sustainable tourism opportunities, such as off-highway vehicle activities, using current county infrastructure and other public lands	Economic Development	ONGOING
<b>Economic Data</b>	Provide quarterly reports on Mono County economic data utilizing research and information available through local, state, and federal sources	Economic Development	BEGINNING SUMMER 2022

# WORKFORCE & OPERATIONAL EXCELLENCE

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
<b>Invest in Employee Development and Well-Being Throughout Our Organization</b>	Create a comprehensive employee recognition program	County Administration, Human Resources	JANUARY 2023
	Develop 3-5 internal, development focused training programs for county employees	County Administration, Human Resources	JANUARY 2023
	Begin informal brown bag lunches/coffee with the CAO led by the County Administrator, with special guests from the community	County Administrator	IMPLEMENTED FEBRUARY 2022
	Continue to implement Well Being Initiatives for Mono County employees	County Administrator	ONGOING
<b>Enhance the Effectiveness of Human Resources</b>	Appoint a Director of Human Resources	County Administrator	DECEMBER 2022
	Initiate a process to acquire and implement a recruitment management software program	County Administration, Information Technology, Human Resources	FALL 2022
	Initiate a review of all Human Resources policies and procedures	County Administration, Human Resources	IMPLEMENTED JANUARY 2022
	Develop and implement HR process training for all departments	Human Resources	SPRING 2023
<b>Provide Superior Customer Service</b>	Create a biennial, in-house customer service training for all employees. All new employees must attend the course within one year of their tenure with Mono County.	County Administration, Human Resources	SPRING 2023
	Develop a voluntary county-wide Customer Service Survey	County Administrator	SPRING 2023
<b>Comprehensive Workforce Data</b>	Develop relevant workforce data sets for department heads and the Board of Supervisors	Human Resources	FALL 2022
<b>Justice, Equity, Diversion &amp; Inclusion (JEDI)</b>	Integrate JEDI training into mandatory employee training	County Administration	TRAINING INITIATED IN 2022
<b>Governance</b>	Complete Governance Workshops and implementation of resulting policies	County Administration	FALL 2022 (Initial workshops begin April 2022)
	Begin development of a comprehensive policy and procedure manual	County Administration, County Council, All Departments	FALL 2022
<b>Budget Process</b>	Complete Budget Process enhancements and realignment in coordination with the Finance Director	County Administration, Finance Department	ONGOING
	Hold two (2) fiscal training workshops for department heads and fiscal staff	Finance Department	SPRING 2022
<b>Legislative Advocacy and Support</b>	Provide options to the BOS to consider state and/or federal legislative lobbying options to maximize opportunities to enhance Mono County	County Administration	JUNE - AUGUST 2022
	Develop a federal and state legislative platform seeking funding and legislative opportunities	County Administration	SPRING 2022

# SUSTAINABLE PUBLIC LANDS

OBJECTIVE	ACTION ITEM	LEADS	TIME FRAME
<b>Preserve and Protect Public Lands</b>	Identify local, state, federal and/or grant funding to apply toward protecting public lands	County Administration	SPRING 2022
	Work with partners to engage in protection and preservation of public lands and wildlife habitat, and identify priority projects for County focus.	County Administration	WINTER 2022
<b>Fisheries</b>	Explore partnership agreement(s) with organizations to enhance and sustain sport and recreational fishing along with long-term ecological considerations	County Administration, Economic Development	JUNE 2022
<b>Public Lands – Recreation and Tourism</b>	Continue to build County Recreation Program capacity to support sustainable recreation and tourism on public lands	County Administration	SPRING 2022





FOR MORE INFORMATION ABOUT  
MONO COUNTY'S 2022-2024 STRATEGIC PLAN:  
760-932-5410

[MonoCounty.ca.gov/strategic-planning](https://monocounty.ca.gov/strategic-planning)



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: County Administrative Officer**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, County  
Administrative Officer

**SUBJECT** Receive Draft 2023-24 Federal  
Legislative Platform

**AGENDA DESCRIPTION:**

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

In 2022, Mono County engaged the services of TFG, formerly known as The Ferguson Group, to support County efforts with respect to Federal funding and policy. With TFG's assistance, Mono County was allocated \$3,000,000 for radio system improvements in the FY2023 Omnibus Appropriations Bill. The 118th Congress convened on January 3, 2023 following a change in party control. Members of the Board of Supervisors will attend the National Association of Counties' Legislative Conference taking place in Washington from February 11 through 14. Working with County Supervisors and Department Heads, TFG has prepared a draft Legislative Platform for discussion today and Board action on February 7. The Platform will guide Federal legislative and agency advocacy efforts throughout the 118th Congress.

**RECOMMENDED ACTION:**

Provide any desired direction to staff.

**FISCAL IMPACT:**

None noted.

**CONTACT NAME:** Robert C. Lawton

**PHONE/EMAIL:** (760) 932-5410 / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">Attachment A - Mono County 2023-24 Federal Legislative Platform DRAFT</a></p>
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**History**

Time

Who

Approval

1/13/2023 1:56 PM	County Counsel	Yes
1/13/2023 12:37 PM	Finance	Yes
1/13/2023 1:57 PM	County Administrative Office	Yes

# County of Mono, CA

## 2023-24 Federal Priorities

Mono County, California is a rural county situated between the crest of the Sierra Nevada Mountains and the California/Nevada border. The County boasts just over 2 million acres of pine, juniper, and aspen groves, hundreds of lakes, alpine meadows, streams and rivers, and sage covered high desert, most of which is contained in the Inyo and Humboldt-Toiyabe National Forests, as well as the John Muir and Ansel Adams Wilderness areas. Indeed, Mono County offers vast scenic and recreational resources, and has unsurpassed access to wilderness and outdoor recreation and adventure.

Mono County has several small towns and charming villages, each with their own scenic beauty, year-round recreational opportunities, natural and historical attractions, and unique characteristics. The County seat is located in Bridgeport and the largest, and only incorporated city in the county, is the Town of Mammoth Lakes. Supporting a population of 13,195 as of the 2020 census, the County's primary economic industries are tourism and recreation.

Mono County's Federal Platform is based on five general areas focused on protecting the natural beauty of our land, promoting our local and regional economy, and supporting our communities and residents. Our goals are focused on:

- Housing
- Infrastructure
- Recreation, Tourism, and Local Economy
- Public Safety
- Community Support

### Housing

**Safe and Affordable Housing** was determined to be Mono County's highest-ranked priority during the public input process of Strategic Plan development. That Priority found expression in Mono County's 2022-24 Strategic Plan as the objective *Address Shortage of Affordable Housing*. The Board of Supervisors is strongly committed to improving safe workforce housing opportunities in all areas of Mono County.

- **Housing Diversity**
  - Support initiatives and programs that provide additional housing opportunities and encourage diversity of housing availability in the County.
- **Homelessness**
  - Support programs and funding that help communities accurately identify all homeless or at-risk individuals.
  - Support initiatives and policies that appreciate and account for the unique circumstances of rural homelessness issues, in particular in communities with tourism and recreational based economies.
- **Federal Agency Coordination**
  - Support initiatives and policies that provide for additional support to rural communities from federal agencies with jurisdiction over housing and development programs including the U.S. Housing and Urban Development and the U.S. Department of Agriculture.

## Infrastructure

Reliable and resilient infrastructure is a cornerstone to Mono County's mission of supporting our communities and growing our local and regional economy. To this end, the County prioritizes investment in the improvement and modernization of our transportation, water, and communications infrastructure in a strategic manner.

- **Airports**

- Support programs and funding that enhance operations, infrastructure maintenance, and facility development at the County's airports.
- Support programs and funding that promote and expand the use of the County's airports for military assistance and emergency services.

- **Wastewater Infrastructure**

- Supports programs and funding that provide for the improvement and development of wastewater treatment infrastructure to the County's communities, businesses, residents, and visitors.

- **Drinking Water Infrastructure**

- Support programs and funding that provide for reliable and clean drinking water for the County's communities, businesses, residents, and visitors.
- Support programs and funding that provide for water conservation and water supply resiliency activities and projects.

- **Transportation Infrastructure**

- Support programs and funding for local road and regional transportation projects throughout the County, including planning and project readiness activities, that support community needs and promote public safety.
- Support programs and funding for streetscape infrastructure, beautification projects, and parking access that promote business development and economic growth.
- Support programs and funding that provide transportation and transit access to federal lands and recreational opportunities.
- Support programs and funding for the installation and deployment of electric vehicle infrastructure.

## Public Safety

Ensuring the safety and security of our residents and visitors is one of the top priorities for Mono County. However, the diverse terrain of our lands and the remote nature of our communities can present challenges for our public safety, fire response, and emergency service personnel. The County's goal is to facilitate cross-jurisdictional activities deployed through innovative programs to best serve our public and best support our first responders.

- **Public Safety and Emergency Services**

- Support programs and funding for public safety and emergency service activities including search and rescue activities and 911 dispatch operations.
- Support programs and funding for public safety and emergency service communications infrastructure, vehicles, ambulances, and equipment.
- Support programs and funding for public safety and emergency service facilities including a for the county jail and emergency service stations.
- Support initiatives and policies that promote coordination of public safety and emergency service activities with federal land management agencies.

- **Disaster Preparedness**



- Support programs and funding for projects that support emergency and disaster preparedness, response, and management.
- Support initiatives and policies that provide for mass care and sheltering activities during disasters, evacuations, or emergency events.
- Support initiatives and policies that promote wildfire resiliency, mitigation, and protection.
- **Fire Protection**
  - Support programs and funding for fire protection activities and equipment including fire stations and access to water supply.
  - Support programs and funding for fire fighting personnel training, safety, and staffing.
- **Cybersecurity**
  - Support programs and funding that provide for cybersecurity and redundancy equipment and infrastructure.

## Recreation, Tourism, and Local Economy

Ninety-four percent of the land in Mono County is publicly owned, with the majority of the land under the jurisdiction of the U.S. Bureau of Land Management, and the U.S. Forest Service. Mono County strives to provide economic development solutions that not only support existing businesses and industries, but also address the lack of flexibility and development potential due to land restrictions.

- **Economic Development Planning**
  - Support funding and programs that support comprehensive economic development strategies and planning.
  - Support initiatives and policies that provide for employee recruitment and training activities.
- **Recreation on Federal Lands**
  - Support initiatives and policies that help maintain and promote recreational visitation of the region's National Parks, including Yosemite National Park.
  - Support initiatives and policies that strengthen recreational opportunities on public lands, including those under the jurisdiction of the U.S. Forest Service and the U.S. Bureau of Land Management.
  - Support initiatives and policies that help protect and strengthen native and hatched fish populations.
- **Local Businesses**
  - Support initiatives and policies that provide assistance to local businesses reliant on the recreational and tourism industries, including promoting off-season business development alternatives.
  - Support programs and funding that support the development of childcare facilities, training, and staffing for business owners and employees.
  - Support initiatives and policies that strengthen small business and entrepreneur opportunities and ventures.
  - Support programs and funding that provide communication infrastructure, including broadband and cellular services, to rural communities and businesses.

## Community Support

Mono County's vision statement is, "**Outstanding community services; Quality of life beyond compare.**" This objective is evident in the County's programmatic and financial dedication to human and physical infrastructure, including outreach to all areas of a sprawling, rural county home to all demographic and economic strata.

- **Health and Well Being**
  - Support programs and funding that expand access to emergency services, community health clinics, and hospitals, including through the use of innovative services such as mobile vans and transportation programs.

- Support programs and funding that provide access to and build awareness of substance abuse, mental health, and other behavioral health issues.
- **Community and Public Facilities**
  - Support programs and funding for the construction of and programming for community facilities such as museums, libraries, community centers, and animal shelters.
  - Support programs and funding for election activities and infrastructure and public records management.
  - Support programs and funding that provide opportunities for community outreach and engagement activities that promote healthy lifestyles, access to public services, and overall community well-being.
- **Tribal Communities**
  - Support initiatives and policies that promote collaborative partnerships between local agencies and tribal entities.
  - Support policies and federal actions that strengthen the County's tribes.

# County of Mono, CA

## 2023-24 Federal Platform

### General Principles

The Mono County Board of Supervisors supports the general principles set forth below. County staff will apply these guidelines in evaluating State and Federal legislation, as well as executive and regulatory actions. It is the Board's objective to implement these guidelines.

Following preparation of the 2020 Legislative Platform, the COVID-19 Pandemic swept across the United States, taking 500,000 lives to date, and leaving no region unaffected. As a direct service provider, Mono County is responsible for mitigating and responding to COVID's effects on our residents, visitors and infrastructure.

This document includes expressions of policy support for specific COVID-19 relief measures already proposed or under consideration. The listing of these items should not be regarded as limiting the County's general support for other COVID-19 relief measures supporting individuals and service agencies which may be proposed subsequent to approval of this Platform.

Beyond inspiring policies directly related to COVID-19 response, the pandemic has illuminated the need for resilience-focused state and local disaster prevention, response and recovery planning strategies. Mono County supports state and federal initiatives to assist individuals and localities in developing greater resilience capacity.

To support the County's service to the community, the County should:

- Support legislative, regulatory or other policy efforts that protect and/or enhance local government revenues, maximize the County's access to state and federal funding sources, including pandemic support and relief programs, and/or increase local funding flexibility;
- Oppose any effort to balance the State budget through the taking of local government resources;
- Support legislation that protects the County's quality of life and diverse natural resources, while preserving the essence and historic values of the County;
- Support legislation that provides tax and funding formulas for the equitable distribution of state and federal monies while opposing attempts to decrease, restrict, or eliminate County revenue sources;
- Support legislation and budget action which provides additional and continued funding for local road infrastructure, including complete street features;
- Oppose legislative and administrative actions which would create unfunded mandates

and/or preempt local decision-making authority;

- Support legislation that realigns governmental services in such a manner as to improve the delivery of services and make government more accountable to the people;
- Support the promotion of tourism, recreation, sustainable fisheries, filming, and a diversified local economy in the Eastern Sierra to achieve strong economic growth and prosperity;
- Continue to support legislation that honors our veterans for their service to our country;
- Support efforts that further the strategic directions outlined in the County's Strategic Plan;
- Engage on any proposals to repeal or additionally alter the Affordable Care Act (ACA), which provides Mono County citizens the ability to obtain affordable health care;
- Support efforts to combat climate change;
- Support legislation that seeks to address the insufficient quantity and quality of homes affordable to our residents; and
- Support legislation that addresses the burgeoning substance use disorder crisis and increases access to Medication Assisted Treatment.
- Support measures that increase resources for disaster response initiatives requiring county involvement.
- Support legislation that waives the local share of cost of all emergency response and disaster recovery activities.
- Support funding for counties to provide for higher demands on critical recovery services.
- Support local, regional, state, and federal initiatives and legislation that advance efforts to dismantle systemic racism and reduce inequity.

## Federal Priorities

### 1) Support Funding/Program Preservation

Support legislative, regulatory, and budget efforts that protect and/or enhance local government revenues, maximize the County's access to federal funding sources, and/or increase local funding flexibility. Oppose legislative and administrative actions that would create federal unfunded mandates and/or preempt local decision-making authority. Strongly encourage Congress and the President to commit to negotiate successfully so as to avoid any future Federal Government shutdowns.

a) **Support Sustainable Funding for Secure Rural Schools**

Support legislation that creates a sustainable revenue stream for Secure Rural Schools, such as the Forest Management for Rural Sustainability Act.

b) **Support the full funding of all Payment in Lieu of Taxes (PILT)**

Support legislation and budget efforts that continue to maximize the PILT revenue to counties and continue full funding of PILT without restrictions beyond the current authorization.

c) **Support full federal funding for the United States Department of Agriculture (USDA) Rural Development (RD) Programs**

Support funding for community development programs and affordable housing such as the Section 502 Direct Loan Program and the necessary program staff to implement these programs.

d) **Support full and expanded federal funding for Housing and Economic Development programs**

Support the highest possible funding level for key federal housing and economic development programs, including the Community Development Block Grant (CDBG), the HOME Investment Partnership Program, and the reduction from 50% to 25% of the private activity bond cap.

e) **Support continued rural broadband deployment and communications improvements through local, State, and Federal policy advocacy, infrastructure projects, and grant programs**

Having appropriate policy at the local, State, and Federal levels is imperative to ensure adequate communications connectivity, which is a critical part of public safety and economic development. Because Mono County has dedicated resources to improve access to high-quality broadband in our communities and as a result of the completion of the Digital 395 project, roughly 90% of our households have access to Gigabit internet.

Unfortunately, several Mono County communities and residents still face barriers to connectivity as there is inadequate infrastructure to support basic Plain Old Telephone Service (POTS) telephone service, including cellular phone service, let-alone high-speed Internet. In order to improve the landscape, the County should advocate for:

- i) Policies, regulations, and enforcement around providers delivering basic POTS services to all locations desiring this service;
  - ii) Appropriate and effective definitions of ‘broadband’ which recognize the importance of technology and dependence on the internet for public safety and economic development;
  - iii) Legislation and associated programs that provide funding for broadband infrastructure projects and adoption/education efforts; programs and efforts that move to improve the accuracy of metrics used to represent the current state of broadband in Mono County.
  - iv) Legislation supporting digital equity, including, but not limited to the creation of affordable broadband for all.
- f) **Support legislation that promotes, protects, or facilitates the sustainability of our local agriculture**

Mono County agriculture is an important local economic driver, provides jobs, puts food on the table and contributes to the open-space landscape that draws visitors.

g) **Support Economic Development resources**

- i) Support legislation and federal programs that provide access to small business capital for local business development through the Small Business Administration, Small Business Development Corporation and other government loan and financial programs.
- ii) Support legislation and federal programs that promote locally-based business retention and expansion, as well as create an environment conducive to new business attraction.
- iii) Support initiatives to attract commercial filming opportunities to the region: in particular, budgetary allocations that increase capacity for processing special use permits on the Inyo and Humboldt Toiyabe National Forests.
- iv) Support bills, initiatives, and programs that strengthen the tourism and recreation economy, with a focus on sustainable practices.

h) **Disaster Response**

Support measures that increase resources for disaster response initiatives requiring county involvement.

## 2) Natural Resources, Public Lands, and Agriculture

Support legislation that promotes agriculture and that protects the County's quality of life, its diverse natural resources, and preserves the essence and history of the County, along with legislation that provides adequate funding for stewardship of our public lands.

### a) **Support sustainable funding for federal public lands**

Support measures to sustain our federal lands. Closure or underfunding of these lands managed by the US Forest Service, Bureau of Land Management and National Park Service would result in a significant negative impact to our county as tourism and recreation are our economic drivers.

### b) **Support legislation and funding to enhance outdoor recreation opportunities on public lands**

### c) **Support special designations**

Support special use designations for public lands such as National Scenic Areas, Wild & Scenic Rivers, Wilderness, National Monuments, National Conservation Areas, when demonstrated conservation values and public support warrant such designations.

### d) **Oppose public lands disposal**

Oppose the large-scale sale, transfer or "disposal" of public lands except for strategic, widely supported transfers or exchanges for management and boundary adjustments with demonstrated public benefit, for example community expansion in support of affordable housing.

### e) **Support wildfire funding and fuels reduction**

Support immediate enactment of legislation to change the method of funding wildfire suppression on National Forests by providing access to funding outside of the statutory discretionary limits for emergency purposes and for investment in additional resources for forest management/fuels reduction to mitigate wildfire risk to communities and increase forest health.

### f) **Support Wildfire Prevention and Forest Health**

Support legislation and funding for comprehensive wildfire prevention and forest health programs on public lands.

**g) Support regulatory relief for Mill City Cabin Tract funding**

Support administrative and legislative solutions for funding and/or regulatory relief for the cleanup of contaminated soils at the Mill City recreation residence tract on the Inyo National Forest in Mammoth Lakes.

**h) Support land management directives**

Support Mono County's tourism and recreation economy by ensuring funding, programs, and management directives for federal land agencies (including the Land & Water Conservation Fund) that facilitate the planning, building, and maintenance of infrastructure for sustainable recreation, travel, and commercial film permitting on public lands.

**i) Support sustainable fishing**

Support federal initiatives and / or funding of efforts towards enhancement of Mono County's fish population, including sustainable fishing, ongoing fish stocking, education for proper catch and release practices, protection of spawning waterways, and support of the stocking of diploid trout in allowable waters.

**j) Support the control of invasive species**

Support control and mitigation for the spread of invasive species to protect, conserve, and restore public and private lands.

**k) Support biomass project development**

Support legislation that encourages the US Forest Service (USFS) and Bureau of Land Management (BLM) to continue actively promoting and assisting with biomass project development.

**l) Support alternative energy**

- i) Support local efforts to develop renewable, distributed energy sources including but not limited to environmentally and appropriately scaled biomass, solar, and wind, while ensuring projects and their supporting infrastructure (i.e., transmission lines, pipes lines, towers, service roads) does not degrade the County's quality of life, natural or visual resources, water or essence and history.
- ii) Continue to support geothermal power production that is environmentally sustainable and doesn't negatively affect local domestic water supplies.

**m) Support Devils Postpile National Monument legislative requests**

Support legislation to authorize a boundary adjustment request, and to designate a portion of the Middle Fork San Joaquin River as Wild & Scenic, as described in Devils Postpile National Monuments 2015 Management Plan.



n) **Support endangered species conservation**

Support a balanced approach to the implementation of endangered species regulation with impacts to the rural economy and communities of Mono County. Mono County is fortunate to have a rich natural heritage that should be conserved, and it supports the need to protect and recover imperiled species. These conservation measures should be specifically tailored to the threats and circumstances in the Eastern Sierra and Mono County, and must be weighed and balanced against impacts to the fragile tourism and recreation-based rural economy and local communities. Every effort must be made to protect private property rights and avoid detrimental impacts to county residents.

o) **Support sage grouse conservation**

Mono County appreciates the strong support of the multi-party, collaborative Bi-State conservation effort, including several federal agencies such as the U.S. Fish and Wildlife Service, Bureau of Land Management, U.S. Forest Service (Inyo National Forest and Humboldt-Toiyabe National Forest), and U.S. Geological Survey. The coalition includes technical and scientific support, legislative and policy support, and funding to ensure conservation commitments are met and honored by federal agencies. Ultimately, continuation of the collaborative partnership requires the federal agencies to remain stalwart in their commitments with the flexibility to address new issues, such as the management of water by the Los Angeles Department of Water and Power (LADWP) in Long Valley, and adequate budgets to support a positive conservation outcome. If the bird is listed, the result could be an additional regulatory burden with devastating impacts to Mono County's agricultural and recreational activity-based economy.

p) **Support legislation to avoid landfilling of waste originating on Federal Land**

Develop policies and programs that successfully re-use, recycle and transform resources that originate on USFS, BLM, and DOD lands. Support policies that reduce the impacts of Federally generated waste on local jurisdictions' waste management systems, and/or support policies that enhance local systems to effectively manage Federally-generated waste.

3) [Public Safety and Criminal Justice](#)

a) **Support full funding of Byrne Justice Assistance Grants**

Support the preservation of funding levels for existing safety programs such as the Byrne Justice Grant (Byrne/JAG) Program and oppose efforts to reduce or divert funding away from these programs.

**b) Support continued funding of FEMA’s Assistance to Firefighters Grant (AFG) program**

Support continued funding to enhance the safety of the public and firefighters with respect to fire-related hazards by providing direct financial assistance to eligible fire departments, nonaffiliated Emergency Medical Services organizations, and State Fire Training Academies. This funding is for critically needed resources to equip and train emergency personnel to recognized standards, enhance operations efficiencies, foster interoperability, and support community resilience.

**c) Support legislation that resolves the conflict federal statutes have with legalization of recreational cannabis use in California**

This includes removing cannabis as a schedule 1 drug and providing cannabis businesses with access to business banking services by changing federal banking access laws. Barring a legislative solution by Congress, the County supports reinstatement of the concepts stated in the past Justice Department memorandums allowing for commercial cannabis activities to operate free and clear of federal enforcement interference so long as the County has a robust regulatory framework in place.

**d) Urge common-sense gun safety legislation.**

**e) Support sustainable Federal Aviation Administration (FAA) funding for airport safety related projects on public and private property on or near our airports.**

**4) [Transportation and Infrastructure](#)**

**a) Ensure that federal transportation formulas support rural road infrastructure**

Mono County relies on the network of state highways and locally maintained roads to link residents to essential services. Transportation funding formulas should provide funding protections or guarantees for California’s rural transportation system and reflect that rural counties lack viable means to fund larger projects that provide statewide benefit. We must advocate for formulas that distribute federal funds to support local transportation priorities.

**b) Support efforts to protect the Highway Trust Fund**

Support efforts protecting the Highway Trust Fund and programs that provide funding for local roads, bridges, and transit initiatives including pedestrian and bicycle systems, and other multi-modal transportation programs.

c) **Provide funding that maintains and enhances regional access across Federal Lands and National Parks**

Mono County supports budget policy and legislation that maintains, enhances, and extends the operational season of roads crossing federal lands and National Parks that provide access to communities, federal lands, national parks and monuments.

d) **Support Yosemite Area Regional Transportation and Eastern Sierra Transit Authority funding**

Support efforts to seek sustainable funding for regional public transportation to Yosemite National Park, other National Parks in our region, and other public lands destinations throughout the Eastern Sierra.

e) **Support the resurgence of the Scenic Byway program**

Mono County completed a Scenic Byway Corridor Plan through a federal grant, then shelved the plan because the Scenic Byway program was not funded. The program has been re-established, and continuity of funding is needed for jurisdictions to dust off inactive plans, program their implementation into the workflow again, and being making an impact.

5) [Health and Human Services](#)

a) **COVID 19**

Support and advocate for any legislative or budgetary action, including stimulus money and direct funding for counties, related to the response, recovery and/ or economic impacts of COVID-19 during both the emergency and throughout the long-term effects of the pandemic.

b) **Disaster Response**

Support measures that increase resources for disaster response initiatives requiring county involvement.

c) **Support Cost-Neutral Federal Mandates**

Support full funding to ensure that federal mandates are cost-neutral to the County and pursue revisions to streamline the process for local government.

d) **Oppose legislation to repeal the Affordable Care Act (ACA)**

Work to preserve and expand the number of citizens currently receiving health insurance. Oppose efforts to reduce benefits and block grants or other actions that would shift the current federal/state cost and responsibility to the states and counties.

e) **Ensure that Affordable Care Act (ACA) funding is maintained for local governments**

Support the Prevention and Public Health Fund of the ACA, the nation's first dedicated mandatory funding stream for public health and prevention activities, which supports Mono County health care services to underserved residents.

f) **Medi-Cal Funding**

Support all efforts to adequately fund the federal Medicaid program. Similarly, oppose all efforts to block grant, cap or otherwise reduce federal and state funding to support this critical safety net program.

g) **Administration of the Medi-Cal program**

Fully fund county costs for County administration of the Medi-Cal program.

h) **Managed Care Medi-Cal**

Advocate for a Medi-Cal Managed Care model that generates high healthcare quality scores, increases primary care capacity, improves coordination of care, and conducts outreach to enroll uninsured populations.

i) **Oppose other eligibility changes, including but not limited to elimination of retroactive benefits or grace periods for eligibility pending verifications.**

j) **Oppose turning Medicaid over to States**

Oppose efforts to turn Medicaid (Medi-Cal in California) over to the states with less federal funding.

k) **Support full funding of programs that provide health insurance to children.**

l) **Support funding of Veterans benefits**

Support provision and funding for current benefits and health care programs for Veterans.

m) **Support Women's Rights to Health**

Health care is key to women's well-being and economic stability. Support provisions that make sure new health care law works for women.

n) **Support Child Welfare**

i) **Federal Family First Prevention Services Act of 2018**

Advocate for full federal and state funding of the Federal Family First Prevention Services Act of 2018 (P.L. 115-123) enacted to reform the federal foster care system.

- ii) Support efforts to reform child welfare financing, including expanding the types of prevention activities eligible for the IV-E foster care financial match.
- iii) Support a provision allowing for “skyping” with non-minor youth in the extended foster care program when the youth is attending college or living in another state or out of country as an alternative to monthly, in-person visits.
- iv) Support increased federal funding for services and income support needed by parents seeking to reunify with their children in foster care.
- v) Support increased federal financial support for programs that assist foster youth in the transition to self-sufficiency, including post- emancipation assistance such as secondary education, job training, and access to health care.
- vi) Support retaining the entitlement nature of the Title IV-E Foster Care and Adoption Assistance programs and eliminate outdated rules that base the child's eligibility for funds on parental income and circumstances.
- vii) Support legislation that would provide tax credits to companies that hire current or former foster youth.
- viii) Support increased federal funding to respond to the service needs of youth who are victims of commercial sexual exploitation.
- ix) Support working families and reduce childhood poverty through legislation to retain and expand the Earned Income Tax Credit.

**o) Support legislation to combat human trafficking**

Support legislation that will develop or enhance programs and services to combat the negative impact that human trafficking and commercial sexual exploitation of children has on victims and support efforts to provide additional tools, resources, and funding to help counties address this growing problem.

**p) Support the enhancement of childcare and development**

Support measures that enhance the overall quality, affordability, capacity, accessibility, and safety of childcare and development programs. Specifically, support legislation and budget action that would:

- i) Ensure continuity of childcare for children and families.
- ii) Preserve, protect and increase funding for subsidized and other government-funded childcare.
- iii) Waive family fees, increase vouchers, and establish "crisis factor" stipends

**q) Immigration Reform**

- i) Support immigration reform efforts that would create pathways to full and equal citizenship.
- ii) Oppose immigration reform efforts that would restrict the rights of immigrants or break up families, or that would focus on a mass deportation of undocumented immigrants.

- r) **Oppose Legal Immigrant Benefit Changes**
  - i) Oppose any efforts to include non-cash benefits in the definition of ‘public charge’.
  - ii) Oppose any efforts to further restrict legal immigrants’ access to federal benefits.
  
- s) **Temporary Assistance for Needy Families (TANF) Reauthorization**
  - i) Support increased federal support for TANF/CalWORKS subsidized employment programs.
  - ii) Support more flexible work participation requirement measures to give credit for client engagement and for work activities not meeting the current thresholds.
  - iii) Support the ability of states to provide and receive federal support for vocational education and career technical training for longer than 12 months.
  
- t) **Supplemental Nutrition Assistance Program (SNAP)**
  - i) Oppose proposed rules to limit eligibility, reduce benefits and/or limit state and county flexibility in administering the Supplemental Nutrition Assistance Program (SNAP/CalFresh).
  - ii) Oppose efforts to block grant or otherwise limit the federal contribution to SNAP/CalFresh.
  - iii) Oppose federal mandates to require states to increase SNAP/CalFresh work requirements.
  - iv) Support a thorough review and updates to the U.S. Department of Agriculture’s (USDA) Thrifty Food Plan (TFP) to more accurately account for the cost of food, dietary needs, purchasing patterns and regional differences in food costs, housing and medical care, which affect the purchasing power of Supplemental Nutrition Assistance Program (SNAP) benefits.
  - v) Support increased nutritional supplementation efforts at the state and federal levels, including increased aid, longer terms of aid, and increased access for those in need.
  - vi) Support extending Able Bodied Adults Without Dependents work requirement waivers for as many counties and sub-county regions as possible.
  - vii) Support further collaboration with the federal government and national partners to increase outreach and enrollment for SNAP/CalFresh, especially in underserved populations such as students, former foster youth, non-English-speaking populations and seniors.
  - viii) Support provisions to further streamline and simplify federal requirements for SNAP/CalFresh recipients to enhance enrollment and retention.
  - ix) Support additional flexibility for states to align SNAP/CalFresh eligibility and processes with state TANF/CalWORKS programs.
  - x) Support efforts to improve timeliness of data provided by the Food and Nutrition Services (FNS) to states for use in administering SNAP/CalFresh.

u) **Support Adult and Disability Services**

Support legislation that would provide adequate funding such as state-only funded programs, programs authorized under the Older Americans Act, a return to full funding for Social Services Block Grant (SSBG) programs and increases to the SSBG allocation to keep up with inflation and population growth.

v) **Support Homelessness Legislation**

Support federal homelessness legislation funding an array of services to individuals and families at risk of or who are experiencing homelessness.

w) **Support State and Federal funding and regulatory changes or guidance that supports landlords and tenants, and prevents homelessness resulting from COVID-19 related financial impacts.**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     January 17, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

CONFERENCE WITH LABOR NEGOTIATORS. Government Code Section 54957.6. Agency designated representative(s): Bob Lawton, Stacey Simon, Janet Dutcher, 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.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

Time	Who	Approval
1/5/2023 1:50 PM	County Counsel	Yes
1/4/2023 1:13 PM	Finance	Yes
1/13/2023 1:50 PM	County Administrative Office	Yes





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     January 17, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session - Initiation of  
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. Initiation of litigation pursuant to paragraph (4) 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:**

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**History**

Time	Who	Approval
1/5/2023 1:50 PM	County Counsel	Yes
1/4/2023 1:12 PM	Finance	Yes
1/13/2023 1:50 PM	County Administrative Office	Yes



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     January 17, 2023

**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: Administrative Enforcement Action - Mono County v. Yzaguirre.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Christopher Beck

**PHONE/EMAIL:** 1706 / cbeck@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**    January 17, 2023

**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: Administrative Enforcement Action – Mono County v. Olson.

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:** Anne Frievalt

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

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**ATTACHMENTS:**

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--

**History**

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE**     January 17, 2023

**TIME REQUIRED**

**SUBJECT**             Closed Session - Public Employee  
                                 Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**RECOMMENDED ACTION:**

**FISCAL IMPACT:**

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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**History**

Time	Who	Approval
1/5/2023 1:50 PM	County Counsel	Yes
1/4/2023 1:13 PM	Finance	Yes
1/13/2023 1:50 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** January 17, 2023

**Departments: Probation**

**TIME REQUIRED** 20 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Karin Humiston, Chief of Probation

**SUBJECT** Community Corrections Partnership  
(CCP) Realignment Implementation  
Plan

### AGENDA DESCRIPTION:

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

A resolution of the Mono County Board of Supervisors authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee to submit the Realignment Implementation Plan Annual Report for 2022 to the Board of State and Community Corrections.

### RECOMMENDED ACTION:

Staff recommends that the Board; 1) Adopt proposed Resolution R23-\_\_\_, authorizing the Mono County Community Corrections Partnership (CCP) Executive Committee to submit the Realignment Implementation Plan Annual Report for 2022 to the Board of State and Community Corrections; and 2) Provide any desired direction to staff.

### FISCAL IMPACT:

Eligibility for the Community Corrections Partnership (CCP) Implementation Grant Funding, which is anticipated to be \$100,000 to be received by the end of January 2023.

**CONTACT NAME:** Karin Humiston

**PHONE/EMAIL:** 7609325572 / khumiston@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

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<input type="checkbox"/> <a href="#">Staff Report</a>
<input type="checkbox"/> <a href="#">Resolution</a>
<input type="checkbox"/> <a href="#">Realignment Report</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
1/11/2023 4:35 PM	County Counsel	Yes
1/12/2023 4:28 PM	Finance	Yes
1/13/2023 1:51 PM	County Administrative Office	Yes



MAILING: P.O. BOX 596, BRIDGEPORT, CALIFORNIA 93517  
BRIDGEPORT OFFICE (760) 932-5570•FAX (760) 932-5571  
MAMMOTH OFFICE (760) 924-1730•FAX (760) 924-1731

probation@mono.ca.gov

Mark Magit  
Presiding Judge  
Superior Court

Dr. Karin Humiston  
Chief Probation Officer

Date: January 17, 2023  
To: Honorable Board of Supervisors  
From: Karin Humiston, Chief of Probation

SUBJECT: Mono County Community Corrections Partnership Realignment Report and Implementation Plan, Annual Report 2022.

**RECOMMENDATION:**

Approve the Mono County Community Corrections Partnership Realignment Report and Implementation Plan Annual Report for 2022 for submission to the Board of State and Community Corrections.

**DISCUSSION:**

Senate Bill 74 Budget Act of 2020 contains a new requirement for counties to submit an updated Community Corrections Partnership Plan to the Board of State and Community Corrections by December 15, 2022, along with the Community Corrections Partnership Survey to be eligible to receive funding. The updated plan must be accepted by the county Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The Realignment Report and Implementation Plan was presented to the Board of Supervisors at their regular meeting January 10, 2023. This resolution will evidence the acceptance of the plan by the Board.

**FISCAL IMPACT:**

Eligibility for the CCP Implementation Grant funding.



R23-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
AUTHORIZING THE MONO COUNTY COMMUNITY CORRECTIONS  
PARTNERSHIP EXECUTIVE COMMITTEE'S SUBMISSION OF THE  
REALIGNMENT IMPLEMENTATION PLAN ANNUAL REPORT FOR 2022**

**WHEREAS**, the County of Mono maintains a Community Corrections Partnership pursuant to Penal Code 1230(2); and

**WHEREAS**, pursuant to Penal Code 1230.1(b), the Mono County Community Corrections Partnership Executive Committee voted to approve the Realignment Report and the Implementation Plan Annual Report for 2022 on November 17, 2022; and

**WHEREAS**, the Community Corrections Partnership presented the Realignment Report and the Implementation Plan Annual Report for 2022 on January 10, 2023 to the Board of Supervisors; and

**WHEREAS**, Senate Bill 74 Budget Act of 2020, Chapter 6 Corrections and Rehabilitation 5227-105-0001 For local assistance, Board of State and Community Corrections provisions state that *Counties are eligible to receive funding if they submit an updated Community Corrections Partnership plan and a report to the Board of State and Community Corrections by December 15, 2021, that provides information about the actual implementation of the 2020-21 Community Corrections Partnership plan accepted by the County Board of Supervisors pursuant to Section 1230.1 of the Penal Code. The report shall include, but not be limited to, progress in achieving outcome measures as identified in the plan or otherwise available. Additionally, the report shall include plans for the 2021-22 allocation of funds, including future outcome measures, programs and services, and funding priorities as identified in the plan accepted by the county Board of Supervisors.*

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MONO COUNTY

# Public Safety **Realignment**

Implementation Plan Update, Fiscal Year 2022-2023



# ADDENDUM

# Implementation Plan Update

## STRATEGIES FOR FISCAL YEAR 2022-2023

This Community Public Safety Realignment Plan update is submitted by the Mono County Community Corrections Partnership (CCP) Executive Committee, pursuant to AB 74, the California Budget Act of 2020.

Over the past eleven years, California Counties have been tasked with creating a system within their organizations that would address the needs of the population targeted by the Public Safety Realignment Act of 2011. Mono County has worked diligently with community and justice partners to provide services and create resources for system involved individuals. Through innovation and with the courage to navigate uncharted territories, Mono County proudly outlined eleven objectives to meet this goal.

These goals have created a plethora of opportunities for system involved individuals to thrive in the community and reduce their chances of recidivism. Mono County Probation and the CCP Executive Committee continue their dedication to prioritize using evidence-based practices and programs to ensure the clients' needs are met. This report will delineate the progress of the objectives and provide an overview of the plan to continue to achieve the remaining objectives.

### GOALS AND OBJECTIVES

The Goals and Objectives targeted by Mono County for the 2020-2025 Five Year Plan were as follows:

1. Establish a multidisciplinary reentry team to create an individualized plan for each individual before, during and after incarceration.
2. Create a collaborative reentry plan with services.
3. Create a transportation plan to assist individuals in getting to programs and services.
4. Establish transitional housing sites and programs.
5. Form a Community Advisory Board.
6. Determine services needing data tracking.
7. To identify variables to be measured for reporting and tracking.
8. Determine placement efficacy by tracking individual outcomes.
9. Design a qualitative and quantitative survey of probationer's and participant's experiences to measure subjective and objective satisfaction and efficacy.
10. Determine reentry population profile.
11. Establish an ongoing data committee.

### UPDATE ON GOALS AND OBJECTIVES

In year two of the five-year plan, Mono County Justice Partners have collaborated to meet the objectives listed above. Despite the challenges posed by the world pandemic of COVID-19 and the difficulty in maintaining a stable workforce, the CCP has been able to make some progress.

The following are the updates for the goals, objectives, and

outcomes for fiscal year 2022-2023. For prior updates, please refer to the Implementation Plan Update of 2021-2022.

#### 1. Create a multidisciplinary reentry team for the purpose of preparing a case plan before and during reentry.

In the first year of the five-year plan the Mono County Probation Department completed most of the strategies outlined. In year two, Mono County Probation Department added a new staff member to the reentry team. The Behavioral Health Services Coordinator is a position that supports the reentry team in coordinating behavioral health services with the jail, Community Services Solutions, Mono County Behavioral Health, and North American Mental Health Services and the clients. In addition, Probation's Behavioral Health Coordinator assists clients in connecting them with residential treatment programs and outpatient treatment options.

#### 2. Create a collaborative reentry plan with services.

Some of the reentry services were met during the last implementation plan update. This year, three Mono County Probation officers were trained in a batterer's intervention program pursuant to Section 1203.098 of the California Penal Code, so they can provide this mandatory class to clients throughout the County in both English and Spanish languages. The certified North County Officer provides batterer's intervention classes in the jail. Online parenting classes are being offered at the jail for those individuals who must meet the child endangerment requirements pursuant to Section 273(a)(3)(A) of the California Penal Code. Mono County Office of Education continues to provide adult education in the jail and now offers classes to individuals outside of the jail in the Probation offices. The Social Services Department is currently working on creating an employment services program that will begin with engagement at the jail and will follow the individual when they are released from custody to ensure that employment services can connect the individual to a job in the community. Mono County Probation provides clothing, shoes, and food to those in need when released from jail.

In 2021, the State mandated the Courts to provide a pretrial program to reduce the number of individuals in custody pending sentencing. Mono County Probation has collaborated with the Court and the Mono County Jail to efficiently investigate the cases in which an individual may qualify for Own Recognizance release (OR). Although, pretrial was not one of the objectives of the original 5-year Public Safety Realignment Plan, it is imperative to mention that the services rendered by the pretrial program are impacting the CCP justice partners. This caseload has increased in numbers substantially which is a predictor that in the future, pretrial will continue to demand further engagement from the CCP justice partners.

#### 3. Establish a plan for transportation of participants.

Currently, Mono County Probation offers Eastern Sierra Transit Authority (ESTA) bus tokens to individuals who need assistance

**Objectives: Strategies, Outcomes and Progress**

OBJECTIVES	STRATEGIES	OUTCOMES	PROGRESS
<p><b>1</b></p> <p><b>Create a Multidisciplinary Reentry Team for the purpose of preparing a case plan before and during reentry</b></p>	<ul style="list-style-type: none"> <li>Identify Members: CSS, BH, SS, Probation - Officer Leianna Daley as Reentry Coordinator.</li> <li>Establish frequency of meetings: pre-trial, while participant is being established, prior to re-entry, in case of flash-incarceration.</li> <li>Identify each member's area of responsibility.</li> <li>Share information across organizations.</li> </ul>	<ul style="list-style-type: none"> <li>Team members and agencies identified.</li> <li>Probation Officer Reentry Coordinator will be the dedicated contact person to assist probationers and inmates in completing probation terms and conditions. Team will ensure that case plan leads probationers to successfully complete probation requirements or supervision.</li> <li>Frequency and focus of meetings established.</li> <li>Team members areas of responsibility identified.</li> <li>Software identified for sharing of information while maintaining security of information.</li> </ul>	<ul style="list-style-type: none"> <li>Behavioral Health, Community Services Solutions, Department of Social Services, Mono County Office of Education, and Jail staff are currently participating as the reentry team. Mono County Probation has also added a Behavioral Health Services Coordinator to the reentry team.</li> <li>The Reentry Officer, and the Behavioral Health Services Coordinator, have coordinated weekly reentry meetings and have established a system where all inmates and probationers in need of reentry services are being discussed and addressed. The Behavioral Health Services coordinator supports the reentry team in coordinating services with the jail, Community Services Solutions, Mono County Behavioral Health, NAMHS, and clients. In addition this position also assists clients in placements for residential and outpatient treatment programs.</li> <li>The Reentry Team meets every week for 1 hour.</li> <li>The Reentry and Behavioral Health Coordinator create agendas, set meeting invites via Microsoft Teams, check in with each team member for completed tasks, provide updates to each member, and keep records of cases and updates.</li> <li>A Sharepoint site is currently used to share information with the team about reentry clients. In addition, Mono County Probation is in the process of migrating to a new case management system. This allows protected and secure entry and storage of information by the Reentry Coordinator.</li> </ul>
<p><b>2</b></p> <p><b>Create Collaborative Reentry Plan</b></p>	<ul style="list-style-type: none"> <li>Determine level of assistance needed by participant to meet probation and reentry goals.</li> <li>Determine services required by participant during detainment and after reentry.</li> <li>Provide statutorily required classes by identifying agencies or businesses that can provide these classes (BH, Wild Iris).             <ul style="list-style-type: none"> <li>Identify qualified employee who can administer classes.</li> <li>Hire qualified employee to administer classes if necessary.</li> <li>Offer classes in both North and South County.</li> </ul> </li> <li>Offer educational and mandatory services in the jail.             <ul style="list-style-type: none"> <li>Utilize iPads for GED prep and other school related services (e.g. high school diploma, adult education, workforce training).</li> <li>Allow inmates to begin statutorily mandated classes on iPads (DUI, DV, Parenting, etc ...).</li> <li>Establish educational courses delivered by distance learning pathways (exp. Skype).</li> <li>Establish face-to-face classroom opportunities and safety protocols.</li> </ul> </li> <li>Research and Fund purchases of all devices and equipment required.</li> <li>Research and deliver secured internet access.</li> </ul>	<ul style="list-style-type: none"> <li>Services required by participant identified. Provide educational opportunities that may be required by the Court.</li> <li>Level of assistance required by participant determined.</li> <li>Allows inmates to participate in evidence based programs while in custody.</li> <li>Assists Jail staff by providing constructive activities for detainees.</li> <li>Lead to higher success of detainees completing classes if already started while in custody.</li> <li>Provide educational opportunities that may assist detainees in gaining employment, and/or continuing education after reentry.</li> <li>Detainees enrolled in classes would be motivators to each other and possibly other inmates not enrolled.</li> <li>Identify software for education.</li> </ul>	<ul style="list-style-type: none"> <li>Reentry group meetings held weekly are used to discuss cases and provide the services necessary. Services are provided from all departments in the Reentry group. These include: parenting classes, education classes, assessments, counseling, outpatient services, and providing physiological needs when released from jail.</li> <li>Various assessments are used to determine the level of assistance needed. The evidence based assessments include ORAS, ASAM, ASI, mental health, and psychiatric.</li> <li>MRT, individual counseling through NAMHS and parenting classes continue to be provided. Three Mono County Probation Officers have been trained and certified as Batterer's Intervention Facilitators to provide this mandated class to clients in person at the Probation Office and the Jail. The Behavioral Health Department is currently researching a wellness and stress management program.</li> <li>Currently in progress.</li> <li>Continued collaboration with Mono County Probation, Behavioral Health and NAMHS. The Behavioral Health Coordinator submits referrals for the classes required, and obtains progress updates on the clients, which in turn helps the jail and Probation Officers to address any setbacks, challenges, and needs of the detainees to assist with successful completion.</li> <li>Mono County Office of Education continues to provide adult education in the jail and at the Probation Offices. The Social Services Department is currently developing a new employment services program to begin at the jail and continue upon release from custody to assist with the individual obtaining employment in the community</li> <li>Detainees participating in MRT are held accountable by other members of the group and have encouraged other inmates to request enrollment in the program.</li> <li>The jail currently provides specified education courses to the inmates through EDOVO via iPads.</li> </ul>
<p><b>3</b></p> <p><b>Establish a plan for transportation of participants</b></p>	<ul style="list-style-type: none"> <li>Contact Lyft, ESTA, Town taxi companies for possible contract for transportation.</li> <li>MOU with Sheriff's Office and Probation for transportation.</li> </ul>	<ul style="list-style-type: none"> <li>Establish MOU and/or contract for transportation of participants.</li> </ul>	<ul style="list-style-type: none"> <li>Mono County Probation offers ESTA bus tokens to individuals who need assistance with travel. The Behavioral Health Coordinator assists with the purchase of transportation tickets, and also helps to coordinate transportation through MediCal, church volunteers, the sober community, family members and prosocial friends, when travel is needed for out of County Treatment.</li> </ul>
<p><b>4</b></p> <p><b>Establish Transitional Housing for Participates in North, Middle, and South-County</b></p>	<ul style="list-style-type: none"> <li>Search for available property for development and/or contract with existing developed housing.</li> <li>Collaborate with BH for probationers to use their traditional house for those individuals who meet their criteria.</li> <li>Research funding.</li> <li>Establish guidelines for use of and length of use of housing.</li> </ul>	<ul style="list-style-type: none"> <li>Gives probationers, PRCS, Mandatory Supervision clients a short-term housing alternative while they reintegrate with society.</li> <li>Offers them a sober living facility with other sober living individuals who they can use as a support system.</li> <li>More structure to those probationers who need it.</li> <li>Transitional housing is developed.</li> <li>Residency rules are established.</li> </ul>	<ul style="list-style-type: none"> <li>Continued collaboration with Mono County Behavioral Health's transitional housing program. Mono County Probation is currently researching the purchase of a transitional home.</li> <li>The Mono County Probation Behavioral Health Coordinator continues to refer probationers to Behavioral Health for eligibility in their transitional housing program.</li> <li>Weekly Reentry and Probation MDT group meetings continue to help provide the structure required with the transition back into the community and ongoing supervision by the assigned Probation Officer in helping to meet the probationer's needs.</li> <li>Continued collaboration with Mono County Behavioral Health's transitional housing program. Mono County Probation is currently researching a purchase of a transitional home.</li> <li>Transitional Housing residents are required to abide by all rules and requirements as outlined in Behavioral Health's transitional housing program's guidelines.</li> </ul>

**Objectives: Strategies, Outcomes and Progress**

OBJECTIVES	STRATEGIES	OUTCOMES	PROGRESS
<p><b>Community Advisory Board</b></p> <p>5</p>	<ul style="list-style-type: none"> <li>Identify members with expertise in adult education within a correctional setting, domestic violence prevention, workforce development, behavioral health issues, post-release reentry services, services for reentering persons, criminal and drug court, and law and policy related issues of the formerly incarcerated and crime survivors.                             <ul style="list-style-type: none"> <li>Chamber of Commerce, business owners (Shell, DIV, Mountain), former clients, Wounded Warrior, Cerro Coso Community College.</li> </ul> </li> <li>Research what this CAB will advise the Executive Committee.</li> </ul>	<ul style="list-style-type: none"> <li>Educating the community, building infrastructure for gathering community input and representing the voices of the community.</li> <li>Advising the CCP Executive Committee on best and evidence-based practices as well as the diverse community views about criminal justice reform and justice reinvestment.</li> <li>Fostering the efforts of public and community-based agencies to work collaboratively, build trust while acknowledging inherent imbalances in authority.</li> <li>Executive Committee will be in charge of recruiting.</li> </ul>	<ul style="list-style-type: none"> <li>Pending development and action.</li> <li>Pending development and action.</li> <li>Pending development and action.</li> <li>Pending development and action.</li> </ul>
<p><b>To Provide a Case Management System (CMS) that Meets All Partner's Needs</b></p> <p>6</p>	<ul style="list-style-type: none"> <li>Complete variable identification.</li> <li>Staff appointed for probation data planning group (PDPG).</li> <li>Review Case Management systems that can query and meet expectations (WIN/IOS).</li> <li>Announce bid.</li> <li>Select CMS, begin process migration, training, implementation.</li> </ul>	<ul style="list-style-type: none"> <li>Variable identification to meet all needs.</li> <li>Established Probation Data Planning Group members.</li> <li>Review of each bid and capabilities.</li> <li>Submitted bid.</li> <li>Acquire a case management system through procurement.</li> </ul>	<ul style="list-style-type: none"> <li>The Data sub-committee has identified several variables. The Mono County Probation Data Analyst is working with the new CMS to ensure the ability to track the variables, needs, and outcomes.</li> <li>Group members have been established.</li> <li>Mono County Probation has acquired a contract with Tyler Technologies and are in the process of configuration and migration. This new CMS will be successful in providing the capabilities and data analysis required to meet all objectives. Tyler Technologies with go live in March of 2023.</li> <li>Contracted with Tyler Technologies.</li> <li>In Contract with Tyler Supervision. The new CMS will go live in March of 2023.</li> </ul>
<p><b>To Determine Services Needing Data Tracking</b></p> <p>7</p>	<ul style="list-style-type: none"> <li>Each department identifies evidence-based services.</li> <li>Identify each variable.</li> </ul>	<ul style="list-style-type: none"> <li>Ensure relevant variables are identified and all groups and departments collaboratively agree.</li> </ul>	<ul style="list-style-type: none"> <li>The Data Subcommittee has identified several data points, and Mono County Probation has created a Data Analyst Position, who will ensure the variables and data points identified are able to be tracked in the new CMS.</li> </ul>
<p><b>To Identify Variables for Placement Efficacy</b></p> <p>8</p>	<ul style="list-style-type: none"> <li>Identify placements used or will potentially use.</li> <li>Identify placements by service or diagnostic focus.</li> <li>Identify variables to be followed (e.g., time placed, entry from drug court, etc.).</li> <li>Identify Placement Team.</li> </ul>	<ul style="list-style-type: none"> <li>A list of placements as well as those under contract.</li> <li>A list of placements by diagnosis.</li> <li>A list identifying all variables in EBP services as well as those collaboratively identified.</li> <li>Placement Team/Adult Multidisciplinary Team.</li> <li>To design a system to inform outcomes of placements.</li> </ul>	<ul style="list-style-type: none"> <li>The Behavioral Health Coordinator continues to update and develop a list of placements that address clients needs. Behavioral Health has acquired contracts with two residential treatment programs. Probation refers clients to these programs for help with substance and mental health issues.</li> <li>The Behavioral Health Coordinator is currently in the process of creating this list.</li> <li>Pending development.</li> <li>MDT - Team has been identified and has been meeting weekly.</li> <li>Mono County Probation has contracted with a new CMS which will go live in March of 2023. This CMS will be able to track the outcomes of placements.</li> </ul>
<p><b>To Design a Qualitative and Quantitative Assessment of the Probationer's Experience</b></p> <p>9</p>	<ul style="list-style-type: none"> <li>Create an exit survey.</li> <li>Create a viable, repeatable method to acquire information.</li> <li>Design procedure to ensure consistency of application.</li> <li>Training to be conducted on survey procedure.</li> </ul>	<ul style="list-style-type: none"> <li>Design a qualitative and quantitative survey of probationer's experience.</li> <li>Design and implement training for administering surveys.</li> <li>Completed procedure.</li> <li>Ensure data acquired is compatible with new CMS system.</li> </ul>	<ul style="list-style-type: none"> <li>Mono County Probation is in the process of creating an exit interview tool that will be given to clients. It will completed in the year 2023</li> <li>Once created, a procedure to administer the tool will be provided and training will follow.</li> <li>Pending development.</li> <li>Mono County Probation's Data Analyst is currently working with the new CMS to ensure acquired data will be compatible.</li> </ul>
<p><b>To Determine Reentry Population Profile</b></p> <p>10</p>	<ul style="list-style-type: none"> <li>To determine variables needed of reentry offenders</li> <li>To determine office of responsibilities to enter data and time required</li> <li>Establish MOU if necessary</li> <li>Identify a system to enter reentry information</li> </ul>	<ul style="list-style-type: none"> <li>Variables identified</li> <li>Roles, responsibilities and actions are identified in MOU</li> <li>Variables are entered in compliance with the MOU or other agreement</li> <li>A system is in place that allows for a profile be developed for those involved with reentry</li> </ul>	<ul style="list-style-type: none"> <li>The Data committee has identified important data points to be tracked with the new CMS.</li> <li>Per the reentry/MDT group an MOU was not mandatory so long as the individual signed a release of information for the different agencies to communicate and discuss their case to provide the best services possible.</li> <li>Pending the implementation of the new CMS.</li> <li>Pending the implementation of the new CMS.</li> </ul>
<p><b>Establish a Data Committee</b></p> <p>11</p>	<ul style="list-style-type: none"> <li>Identify committee members that leads data use, systemic needs, and policy discussions specific to reentry – Probation Data Planning Group.</li> <li>Procedure to be developed for acquisition and entry of data.</li> <li>Any necessary intergovernmental agreements or MOU.</li> </ul>	<ul style="list-style-type: none"> <li>Committee members identified.</li> <li>Procedure and Areas of responsibilities prepared collaboratively.</li> <li>Memos of Understanding or other Agreements in place.</li> <li>A committee is identified that oversees data and usage.</li> </ul>	<ul style="list-style-type: none"> <li>Members Identified</li> <li>Procedure and areas of responsibilities are pending the implementation of the new CMS.</li> <li>Mono County Probation has an MOU with Tyler Technologies for the new CMS.</li> <li>A data committee has been established, and Mono County Probation has created a Data Analyst position to oversee data and upon implementation of the new CMS.</li> </ul>

with travel. In addition, the Behavioral Health Services Coordinator will assist individuals in finding transportation through community resources such as Medi-Cal transportation, public transportation, sober community, and family and friends for individuals who are going to treatment outside of Mono County.

#### **4. Establish transitional housing for participants in North, Middle, and South County.**

Mono County Probation continues to have a collaboration with Mono County Behavioral Health's transitional housing program. Individuals are assessed and their circumstances are discussed at the Multi-disciplinary Team (MDT) meeting to determine whether they are a viable candidate to participate in the transitional housing program. Mono County Probation utilizes the services of the Housing and Disability Advocacy Program (HDAP) through the Department of Social Services and the emergency housing of the non-profit organization, Wild Iris. Mono County Probation has been diligently researching the purchase of a transitional home to fill in the void for those that are not eligible for the limited housing programs and services currently available with our partners.

#### **5. Community Advisory Board**

The CCP has not established a Community Advisory Board. This goal was hindered by the pandemic and will be prioritized in the next year.

#### **6. To provide a case management system that meets all partners' needs.**

Mono County Probation has acquired a contract with Tyler Technologies to provide a case management system that is better suited to track CCP objectives and outcomes. Tyler Technologies will go live in March of 2023.

#### **7. To determine services needing data tracking.**

The Mono County Executive CCP Committee established a data sub-committee group who identified several data points that will be tracked with the new case management system. The Probation Department established a Data Analyst position who will continue to coordinate with the data sub-committee group to track the data points identified and track them in the new case management system.

#### **8. To identify variables for placement efficacy.**

Since Mono County Probation hired the Behavioral Health Coordinator, they have been working on an updated list of an array of placements that will meet the individual needs of clients. In addition, the Behavioral Health Department recently acquired two new contracts with Socorro and Tarzana Inpatient Treatment Services Programs that probation uses to help clients with substance and mental health issues.

#### **9. To design a qualitative and quantitative assessment of probationer's experience.**

Mono County Probation is in the process of creating an exit interview tool that will be given to clients. It will be completed in 2023. Once created, a procedure to administer the tool will be provided and training for objective administration will follow.

#### **10. To determine reentry population profile.**

Mono County Probation and Mono County IT have created a SharePoint page that tracks the reentry population's progress and minutes of the reentry and probation multi-disciplinary

team (MDT). Per the Reentry and MDT team a Memorandum of Understanding (MOU) is not mandatory so long as the individual signed a release of information for the different agencies to communicate and discuss their case to provide the best services possible.

#### **11. Establish a data committee.**

The Mono County CCP has established a data committee and they have identified important data points that the CCP wants to track for the eleven objectives. The implementation of the new case management system will assist the data committee in collecting and tracking those data points.

## **BUDGET**

Fiscal year 2021-2022 budget was recommended by the CCP Executive Committee and approved by the Mono County Board of Supervisors, to continue to provide the services implemented and to accomplish the goals outlined in the five-year plan. Below is the list of objectives and outcomes that were supported by the allocation of funding in the budget year.

#### **1. Objective 1: Create a multidisciplinary reentry team for the purpose of preparing a case plan before and during reentry.**

A. Salary and wages for the entire reentry team were budgeted for this fiscal year - \$485,223

#### **2. Objective 2: Create collaborative reentry plan.**

A. The budget covers the costs of the Community Services Solutions (CSS) program services, which is a collaborative partner of the reentry multidisciplinary team. CSS is the entity that bridges communication and services with the inmates that are housed at the Mono County Jail - \$43,200.

B. In the first year of the Public Safety Realignment 5-year plan, Mono Probation contracted North American Mental Health Services to provide telehealth services to inmates. In this second year the budget was expanded to appropriate more funding towards this service - \$125,000.

C. When the multidisciplinary teams determines that an individual needs services, they are referred to Mono County Behavioral Health Department (BHD). The BHD provides substance abuse counseling services and individual therapy for those who qualify - \$25,000.

#### **3. Objective 8: To identify variables for placement efficacy.**

A. The Court may place defendants on electronic monitoring pending placement. The CCP Executive Committee approved a budget for electronic monitoring services - \$15,000.

## **CONCLUSION**

In the upcoming year, Mono County CCP has plans to establish a transitional housing program. This will include the purchase of a transitional house, and a procedural and management process will be established. In addition, when the case management system goes live in March of 2023, this will allow Mono County Probation and their justice partners to identify the necessary data that will continue to identify the needs of system involved individuals. The Mono County CCP will prioritize establishing a Community Advisory Board to serve as the accountability platform to ensure that the mission of the CCP is relevant to the community it serves. Lastly, Mono

County Probation will continue to monitor the pretrial program and begin to analyze the data to determine if it may become necessary to include as an objective for the next 5-year Public Safety Realignment Plan.

Mono County CCP has implemented an array of evidence-based programs and services in the last two years. The collaboration between agencies and departments has been key in order to successfully bring services to this rural community. The mission of the CCP is dedicated to providing pathways for offenders to successfully reengage with the community. The reentry coordinating officer and the multidisciplinary team are important in reintegrating offenders back into the community. However, the supporting services that the CCP continues to identify and execute are imperative to the reduction of recidivism rates.

#### Mono County CCP-AB109 F/Y 2020/21 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$271,000.00
Probation	Electronic Monitoring	\$7,500.00
Sheriff's Office	PSO Salaries & Benefits	\$173,720.00
Sheriff's Office	Re-entry Coordinator	\$36,000.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Case Management System	\$30,000.00
Sheriff's Office	In Custody Online Education Services	\$18,250.00
Probation	Transportation Services	\$5,000.00
Probation	Short-term Housing	\$8,000.00
Probation	Realignment Report Production Costs	\$3,900.00
<b>TOTAL</b>		<b>\$618,370.00</b>

#### Mono County CCP-AB109 F/Y 2021/22 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$284,550.00
Probation	Electronic Monitoring	\$10,000.00
Sheriff's Office	PSO Salaries & Benefits	\$182,406.00
Sheriff's Office	Re-entry Coordinator	\$43,200.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Mental Health Treatment Program	\$100,000.00
<b>TOTAL</b>		<b>\$685,156.00</b>

#### Mono County CCP-AB109 F/Y 2022/23 Adopted Budget

DEPARTMENT	USE/PROJECT	AMOUNT
Behavioral Health	Alcohol & Drug Program	\$25,000.00
Probation	DPO Salaries & Benefits	\$296,051.00
Probation	Electronic Monitoring	\$15,000.00
Sheriff's Office	PSO Salaries & Benefits	\$189,173.00
Sheriff's Office	Re-entry Coordinator	\$43,200.00
Sheriff's Office	In Custody Medical	\$40,000.00
Probation	Re-entry Mental Health Treatment Program	\$125,000.00
<b>TOTAL</b>		<b>\$733,424.00</b>



Public Safety Realignment Report  
MONO COUNTY, CALIFORNIA  
Report Design: [SharpEndDesigns.com](http://SharpEndDesigns.com)





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** January 17, 2023

**Departments: CAO**

**TIME REQUIRED** 1 hour

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Robert C. Lawton, County  
Administrative Officer

**SUBJECT** Pre- Housing Workshop Discussion

**AGENDA DESCRIPTION:**

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

Presentation by Robert C. Lawton and Stan Keasling regarding Pre-Housing Workshop.

**RECOMMENDED ACTION:**

1. Receive the attached Mono County Policy Options document.
2. Discuss possible options for the housing policy workshop tentatively scheduled for March 14.
3. Provide direction to staff for workshop format and expectations.

**FISCAL IMPACT:**

None noted.

**CONTACT NAME:** Cheyenne Stone

**PHONE/EMAIL:** 760-932-5408 / cstone@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff Report</a>
<a href="#">Attachment A - Sample Housing Policy Options</a>

**History**

Time	Who	Approval
1/13/2023 1:53 PM	County Counsel	Yes

1/13/2023 10:17 AM

Finance

Yes

1/13/2023 1:53 PM

County Administrative Office

Yes



**COUNTY ADMINISTRATIVE OFFICER  
COUNTY OF MONO**

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

Date: January 17, 2023  
To: The Honorable Mono County Board of Supervisors  
From: Robert C. Lawton, County Administrator  
Re: Pre-Housing Workshop Discussion

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**VICE CHAIR**

John Peters / District 4

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Lynda Salcido / District 5

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CPA, CGFM, MPA

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**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Kathy Peterson (Interim)

**PUBLIC WORKS**

Paul Roten

**SOCIAL SERVICES**

Kathy Peterson

**Recommended Action:**

Staff recommends that your Board:

1. Receive the attached Mono County Policy Options document
2. Discuss possible options for the housing policy workshop tentatively scheduled for March 14
3. Provide direction to staff for workshop format and expectations

**Discussion**

Mono County staff and consultant Stan Keasling are working collaboratively to assist the Board of Supervisors in developing a housing policy to guide efforts to improve the quantity and quality of housing available to County residents. To that end, the Board has directed staff to place a housing workshop on the Board's agenda during March.

Discussions under this agenda item are intended to clarify the Board's expectations regarding outcomes of the March workshop.

Initial workshop expectations include:

1. Assessment of current housing needs,
2. Consideration of strategies for meeting those needs
3. Identification of resources to be secured through local state, and federal sources.

**Fiscal Impact**

Receipt of this presentation has no direct fiscal impact.

## **Attachment A – Sample Housing Policy Options**

1. Acquire Naturally Occurring Affordable Housing or under the prevailing cost of construction of Low-Income Housing Tax Credit units
2. Provide/lend equity investment with deed restrictions to people making less than 140% of Area Median Income (AMI)
  - a. Add equity investment and deed restriction to First time Homebuyers HOME program to encourage equity making less than 80% of AMI
  - b. Provide equity investments to households making less than 140% of AMI
  - c. Tie deed restriction and volume of equity investment
  - d. Offer County staff equity investments
  - e. Offer essential workers equity investments
3. Rent control mobile home parks
  - a. Rent control space rent in mobile home parks
  - b. Promote conversion of existing parks to mobile home coops
  - c. Use eminent domain as a way to assist park owners to sell their parks
4. Partner with
  - a. Eastern Sierra Community Housing, formerly known as MLH, and other developers to develop and acquire affordable housing in the unincorporated county
  - b. The Town of Mammoth Lakes
  - c. Others
5. Accessory Dwelling Units
  - a. Provide loans to homeowners to build ADU's for long term rental
  - b. Provide subsidies to encourage ADU developers to rent units at affordable rents
  - c. Reduce barriers to development
6. Prohibit new Short Term Rentals in the county until
  - a. There is no more housing crisis
  - b. Restrict the total number of STR's in the county
7. Prioritize assistance to local, i.e., people whose primary dwelling is in Mono County for more than 9 months per year
8. Stay in the park program for van lifers
9. Include permanent supportive housing in all housing developments
10. Build seasonal housing e.g., dorms
11. Allow RV parking on commercial and private land

12. Enable/finance owner-occupied home upgrades/rehabs/ to enable aging in place
13. Consider strengthening the inclusionary housing ordinance.
14. Commit to annual recurring investment in housing trust fund/staff
15. Assist contractors with compliance with Davis Bacon and other regulatory requirements by using a consultant or temporary staff
16. Increase sales tax for housing trust fund
17. Transient Occupancy Tax increase for county and town to fund affordable housing
18. Consider increasing the requirements for mitigation under the commercial development fee program