



# AGENDA

## BOARD OF SUPERVISORS, COUNTY OF MONO STATE OF CALIFORNIA

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

### Regular Meeting May 17, 2022

---

#### TELECONFERENCE INFORMATION

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

Members of the public may participate via the Zoom Webinar, including listening to the meeting and providing public comment, by following the instructions below. If you are unable to join the Zoom Webinar of the Board meeting, you may still view the live stream of the meeting by visiting  
[http://monocounty.granicus.com/MediaPlayer.php?publish\\_id=fd043961-041d-4251-a6e8-803b439caa17](http://monocounty.granicus.com/MediaPlayer.php?publish_id=fd043961-041d-4251-a6e8-803b439caa17)

#### To join the meeting by computer:

Visit <https://monocounty.zoom.us/j/84274744004>

Or visit <https://www.zoom.us/>, click on "Join A Meeting" and enter the Zoom Webinar ID 842 7474 4004.

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 842 7474 4004.

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

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

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

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

9:00 AM Call meeting to Order

Pledge of Allegiance

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

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

**2. RECOGNITIONS**

**A. Recognition of Alicia Vennos**

Departments: CAO

10 minutes

(Robert C. Lawton, CAO) - Proposed proclamation in appreciation and recognition of Alicia Vennos, Mono County Economic Development Director/Film Commissioner.

**Recommended Action:** Approve proposed proclamation recognizing Alicia Vennos.

**Fiscal Impact:** None.

**3. COUNTY ADMINISTRATIVE OFFICER**

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

**4. DEPARTMENT/COMMISSION REPORTS**

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

**5. CONSENT AGENDA**

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

**A. Contract with Robert L. Marshall, Esq. for Criminal Defense Services**

Departments: CAO

Proposed contract with Robert L. Marshall, Esq. pertaining to the provision of indigent services in the case of People v. Cory Scott Spurlock.

**Recommended Action:** Approve, and authorize Chair to sign, contract with

Robert L. Marshall for indigent defense services in the case of People v. Cory Scott Spurlock for the period May 1, 2022, through case termination and a not-to-exceed amount of \$560,000 total or \$180,000 per any 12-month period.

**Fiscal Impact:** \$560,000 total, anticipated to be spread over three years at \$180,000 per any 12-month period.

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

Departments: County Counsel

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of May 17, 2022 through June 16, 2022.

**Recommended Action:** Adopt proposed resolution.

**Fiscal Impact:** None.

**C. Sierra Nevada Conservancy Grant - Dispersed Camping Collaborative Action**

Departments: Public Works

The regional Dispersed Camping Collaborative seeks to build upon the initial grassroots success of the “Camp Like a Pro” program with targeted investments from the Sierra Nevada Conservancy that support the region’s tourism-based economy, protect resources, and reduce risk of human-caused wildland fire surrounding communities through managed use of front-country recreation areas. Application for funding includes a three-year budget request of \$150,000 to better delineate dispersed camping areas, install educational and regulatory signs and kiosks, pilot waste management solutions for the region, restore areas impacted by legal and illegal dispersed camping, and continue distribution of “Camp Like a Pro” educational tools and public outreach strategies. This project was identified as a priority for funding by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) – Sustainable Recreation and Tourism Initiative (SRTI) and a full proposal for was submitted by Mono County to the Sierra Nevada Conservancy, January 31, 2022. This application will be considered by the Sierra Nevada Conservancy Governing Board June 1-2, at their regularly scheduled quarterly meeting, hosted in Mono County.

**Recommended Action:**

- 1) Authorize the filing of an application for Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism grant funding to implement Dispersed Camping Collaborative/ Camp Like a Pro Action Plan;
- 2) Find that the project is categorically exempt from review under the California Environmental Quality Act under 14 CCR 15301 – Minor Alterations to Land and 14 CCR 15333 – Small Habitat Restoration Projects and direct staff to file a notice of exemption; and
- 3) Delegate authority to the County Administrative Officer, in consultation with County Counsel, to conduct all negotiations, sign and submit all documents,

including but not limited to applications, agreements, amendments, and payment requests, in support of the Grant Scope, provided they are substantially consistent with the staff report and agenda attachments.

**Fiscal Impact:** No General Fund impact. Grant would provide \$150,000 in funding to support the Dispersed Camping Collaborative.

**D. Off-Highway Motor Vehicle Grant for Restoration Activities**

Departments: Public Works

Request for Authorization to apply for grant funds from the California Off-Highway Motor Vehicle Recreation Division, for off-highway vehicle restoration efforts. State Parks OHMVR Division funding is provided from fuel taxes which are attributable to the recreational use of vehicles off highway, OHV registration fees (commonly referred to as “California Green Sticker” registration), and fees collected at State Vehicular Recreation Areas. These revenues are used for acquisition of new OHV areas, development and operation of existing OHV areas, enforcement of rules and regulations, and protection of natural resources.

**Recommended Action:**

- 1) Adopt proposed Resolution authorizing the filing of an application for CA State Parks Off Highway Motor Vehicle Recreation (OHMVR) Division grant funding for Off-Highway Vehicle (OHV) “Restoration” activities in Mono County. The three-year restoration grant will not exceed \$374,275, which includes \$329,357 of grant funding and \$44,918 of local matching funds.
- 2) Find that the activity is exempt from review under the California Environmental Quality Act under 14 CCR 15301(c) (Minor Alterations to Land) and direct staff to file the prepared Notice of Exemption.

**Fiscal Impact:** No fiscal impact. The grant carries a 10% match requirement that will be met with a variety of local agency contributions - the County’s contribution will be in-kind staff.

**E. Resolution Approving Pension Rate Stabilization Trust with Public Agencies Retirement Services (PARS)**

Departments: Finance

(Janet Dutcher, Finance Director) - Pursuant to the workshop conducted on March 15, 2022 illustrating the use of the Pension Rate Stabilization Trust (PRST) as a strategy mitigating CalPERS pension contribution rate volatility and periodically reducing the County's unfunded pension liability, this item effectuates establishment of the PRST by proposing a resolution approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by PARS to establish an irrevocable Section 115 PRST to pre-fund CalPERS pension obligations.



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

**Fiscal Impact:** None.

**F. Out-of-State Travel Authorization**

Departments: Clerk of the Board of Supervisors

Per Resolution 20-27, travel outside of California and Nevada by elected officials must be approved by the Board of Supervisors. This item seeks travel approval for members of the Board of Supervisors to travel to the National Association of County's Annual Conference in Adams County (Aurora), Colorado, scheduled for July 21-24, 2022.

**Recommended Action:** Approve out-of-state travel for all Supervisors to the National Association of County's Annual Conference in Adams County (Aurora), Colorado, scheduled for July 21-24, 2022.

**Fiscal Impact:** Estimated total of \$9,000 for travel costs of Supervisors, Gardner, Duggan, and Kreitz, a portion of which is included in the FY 2021-22 budget with the remainder included in the FY 2022-23 departmental budget proposal.

**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. Mammoth Hospital Cares Community Engagement Presentation**

Departments: Board of Supervisors

15 minutes

(Tom Parker, CEO Mammoth Hospital) - Mammoth Hospital Cares Community Engagement Presentation by Tom Parker, Mammoth Hospital CEO. The presentation aims to provide information about the current state of the hospital and receive feedback.

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

**Fiscal Impact:** None.

**B. Mono County Child Care Council - Zip Code Priority Report for 2022-2023**

Departments: Mono County Office of Education

10 minutes

(Courtney Walsh, Mono County Child Care Council Coordinator) - Presentation on 2022-2023 Zip Code Priority Report by Courtney Walsh, Mono County Child

Care Council Coordinator. Pursuant to Welfare and Institutions Code (WIC) 10486. (b)(3)(3) the Mono County Child Care Council is mandated to set zip code priorities each year. This report sets the priority in which a zip code would received funding should funding coming available for subsidized General Child Care (CCTR) for infant and toddler care or after school care and the California State Preschool Program (CSPP).

**Recommended Action:** Approve, and authorize Chair to sign, Local Planning Council (LPC) County Priorities Report Form.

**Fiscal Impact:** None.

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

Departments: CAO, Public Health

15 minutes

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

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

**Fiscal Impact:** None.

**D. Employment Agreement with Christopher L. Beck**

Departments: County Counsel

5 minutes

(Stacey Simon, County Counsel) - Proposed resolution approving a contract with Christopher L. Beck as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R\_\_\_\_\_, approving a contract with Christopher L. Beck as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY 2021-22 is \$14,292, of which \$11,673 is salary, and \$3,256 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$179,143 of which \$140,077 is salary and \$39,066 is the cost of benefits, and is included in the Department's proposed budget for FY 2022-23.

**E. Employment Agreement with Valentine Vega**

Departments: Public Works

5 minutes

(Tony Dublino, Director of Public Works) - Proposed resolution approving a

contract with Valentine Vega as Project Manager for the Public Works Department, and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R22-\_\_\_\_, approving a contract with Valentine Vega as Project Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY 2021-22 is \$18,519, of which \$13,000 is salary, and \$5,519 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$111,113 of which \$78,000 is salary and \$33,113 is the cost of benefits, and is included in the Department's proposed budget for FY 2022-23.

**F. Employment Agreement with Jason Davenport**

Departments: Public Works

5 minutes

(Tony Dublino, Director of Public Works) - Proposed resolution approving a contract with Jason Davenport as Parks and Facilities Superintendent , and prescribing the compensation, appointment and conditions of said employment.

**Recommended Action:** Announce Fiscal Impact. Approve Resolution #R\_\_\_\_\_, approving a contract with Jason Davenport as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Fiscal Impact:** Total cost of salary and benefits for FY 2021-22 is \$10,652, of which \$7,901 is salary, and \$2,752 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$127,827 of which \$94,809 is salary and \$33,018 is the cost of benefits, and is included in the Department's proposed budget for FY 2022-23.

**G. Solid Waste Tipping Fee Adjustment Proposal - Workshop and Board Direction**

Departments: Public Works - Solid Waste

30 minutes

(Justin Nalder, Solid Waste Superintendent and Tony Dublino, Director of Public Works) - Presentation of a proposal to adjust Solid Waste Tipping Fees charged at County Transfer Stations and Landfills. The proposed adjustment is intended to balance the Solid Waste Enterprise Fund which has operated at a deficit for the last 3 years. There have been no increases to the tipping fees on major waste streams since 2012. If tipping fees are not increased, future General Fund subsidies to the Solid Waste program are expected.

**Recommended Action:** Direct Staff to prepare public noticing and adopting resolution in support of Alternative A. Provide any further direction to staff.

**Fiscal Impact:** The recommended Solid Waste Tipping Fee increases are intended to balance the Solid Waste Enterprise Fund and avoid future General Fund subsidies. Projections indicate the proposal, if adopted, would increase revenue into the Solid Waste Enterprise Fund by \$373,500 annually. Recommended fee increases range from \$2 to \$35 per ton depending on type of waste and represents an individual fee increase ranging from 2.8% to 700%.

**H. Mountain View Fire Update and Review of Emergency Declarations**

Departments: Mountain View Fire Emergency Operations Center

10 minutes

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

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

**Fiscal Impact:** Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

**I. Proposed Waiver of County Fees for an Approved Residential and Commercial Project in June Lake**

Departments: Community Development

20 minutes (15 minute presentation; 5 minute discussion)

(Bentley Regehr, Planning Analyst) - Discussion of potential fee waiver for fees associated with Use Permit 20-003 - which approved the development of twelve residential units and associated commercial space on Cherokee Lake off Highway 158 in June Lake.

**Recommended Action:** 1) Adopt proposed resolution waiving staff time costs/permit fee for Use Permit 20-003, in the amount of \$3,910.50, consistent with Housing Element Program 2.10; 2) Discuss potential options for fee waivers for other projects in the future; and 3) Provide any desired direction to staff.

**Fiscal Impact:** Fee waiver for staff time on the project is \$3,910.50. Additional fee waivers would be presented at a future Board meeting.

**J. FY2021-22 Budget Third Quarter Adjustments**

Departments: CAO  
15 minutes

(John Craig , Assistant CAO; Megan Mahaffey, Accountant III) - This item is to approve Third Quarter budget adjustments requested by departments and project year end Fund Balance that can be used to balance the FY2022-23 budget.

**Recommended Action:** Receive report and approve recommended budget adjustments. (4/5ths vote required).

**Fiscal Impact:** The requested adjustments increase expenditure line items that need additional allocations and reduce expenditure line items that need less allocations. Adjustments to revenue line items that received additional revenue over budget are also included in these budget requests. The impact of these requests is a reduction of \$1,619 in the General Fund revised budget deficit from -\$1,011,324 to -\$1,009,705 (excluding transfers to reserve accounts). Adjustments requested for non-General Fund budgets in total represent an net increase in resources of \$1,498,063.

**K. Adopting a Revised Salary Matrix Applicable to At-Will Employees and Elected Department Heads to add Three Positions within Human Resources and Superseding and Replacing R21-45**

Departments: CAO  
5 minutes

(John Craig, Assistant 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 add Three Positions Within Human Resources, Reclassify One Position, and Superseding and Replacing R21-45

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

**Fiscal Impact:** None.

**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, 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 - 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 - Public Employee Evaluation**

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

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

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

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

**10. REGULAR AGENDA - AFTERNOON**

**A. Public Hearing - Resolutions Declaring Intention to Become Groundwater Sustainability Agency**

Departments: County Counsel, Community Development

PUBLIC HEARING: 1:30P.M. (20 minutes)

(Stacey Simon, County Counsel; Wendy Sugimura, Community Development Director) - Declaration of intent to serve as groundwater sustainability agency (GSA) for portions of the Owens Valley groundwater basin and for the Long Valley groundwater basin.

**Recommended Action:** Conduct public hearing and adopt proposed resolutions (1) declaring the County's intention to become the groundwater sustainability agency for all portions of the Owens Valley groundwater basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District; and (2) declaring the County's intention to become the groundwater sustainability agency for the Long Valley groundwater basin of Mono County. Find that adoption of the resolutions is not a project under the California Environmental Quality Act (CEQA) because it would not result in any physical change to the environment; and alternatively, that it qualifies for an exemption from CEQA under 14 CCR 15307; 15308 (actions to protect the environment and natural resources); and 15320 (changes in organization of local agencies).

**Fiscal Impact:** Cost of staff time to process necessary paperwork and submit

notification to DWR.

**11. BOARD MEMBER REPORTS**

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

**ADJOURN**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**Departments: CAO**

**TIME REQUIRED** 10 minutes

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

**SUBJECT** Recognition of Alicia Vennos

**AGENDA DESCRIPTION:**

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

Proposed proclamation in appreciation and recognition of Alicia Vennos, Mono County Economic Development Director/Film Commissioner.

**RECOMMENDED ACTION:**

Approve proposed proclamation recognizing Alicia Vennos.

**FISCAL IMPACT:**

None.

**CONTACT NAME:**

**PHONE/EMAIL:** /

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
5/13/2022 11:52 AM	County Counsel	Yes
5/13/2022 4:41 PM	Finance	Yes



5/13/2022 4:41 PM

County Administrative Office

Yes



**MONO COUNTY BOARD OF SUPERVISORS  
PROCLAMATION OF APPRECIATION  
FOR MONO COUNTY ECONOMIC DEVELOPMENT DIRECTOR  
AND FILM COMMISSIONER ALICIA VENNOS**

**WHEREAS**, Alicia began her employment with Mono County in 2008 as Economic Development Coordinator, was promoted to Economic Development Manager in 2010 and was promoted to Economic Development Director and Film Commissioner in 2013; and

**WHEREAS**, Alicia assisted the County and its businesses navigate a very challenging recession and an unprecedented pandemic; and

**WHEREAS**, Alicia showed tireless dedication to all projects, big and small, always finding ways to unite all parties to find common ground and solutions; and

**WHEREAS**, Alicia demonstrated genuine love and care for Mono County, its businesses, residents, and visitors; and

**WHEREAS**, Alicia led and mentored her team, always treating her staff as equals while inviting them to develop their own professional skills and goals, created a foundation of openness and collaboration while also fostering growth and independence; and

**WHEREAS**, Alicia efforts marketing Mono County as the Film Commissioner earned her the nickname “The Film Goddess”; and

**WHEREAS**, Alicia proved to be a willing and capable colleague and leader, whose contributions will be sorely missed by remaining staff as well as elected officials; and

**NOW, THEREFORE**, the Mono County Board of Supervisors proclaims its sincere appreciation for the 13.7 years of professional service Alicia Vennos provided to the County and wishes her the best of luck in retirement.

**APPROVED AND ADOPTED** this 17<sup>th</sup> day of May 2022, by the Mono County Board of Supervisors.

\_\_\_\_\_  
Jennifer Kreitz, Supervisor District #1

\_\_\_\_\_  
Rhonda Duggan, Supervisor District #2

\_\_\_\_\_  
Bob Gardner, Supervisor District #3

\_\_\_\_\_  
John Peters, Supervisor District #4

\_\_\_\_\_  
Stacy Corless, Supervisor District #5



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**Departments: CAO**

**TIME REQUIRED**

**SUBJECT** Contract with Robert L. Marshall,  
Esq. for Criminal Defense Services

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Proposed contract with Robert L. Marshall, Esq. pertaining to the provision of indigent services in the case of People v. Cory Scott Spurlock.

**RECOMMENDED ACTION:**

Approve, and authorize Chair to sign, contract with Robert L. Marshall for indigent defense services in the case of People v. Cory Scott Spurlock for the period May 1, 2022, through case termination and a not-to-exceed amount of \$560,000 total or \$180,000 per any 12-month period.

**FISCAL IMPACT:**

\$560,000 total, anticipated to be spread over three years at \$180,000 per any 12-month period.

**CONTACT NAME:**

**PHONE/EMAIL:** Robert Lawton / rlawton@mono.ca.gov

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
5/12/2022 7:11 AM	County Counsel	Yes

5/12/2022 3:43 PM

Finance

Yes

5/13/2022 4:40 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**

**CHAIR**

Bob Gardner / District 3

**VICE CHAIR**

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggins

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Alicia Vennos

**EMERGENCY MEDICAL SERVICES**

Chief Chris Mokracek

**FINANCE**

Janet Dutcher  
CPA, CGFM, MPA

**INFORMATION TECHNOLOGY**

Nate Greenberg

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Bryan Wheeler

**PUBLIC WORKS**

Tony Dublino

**SOCIAL SERVICES**

Kathy Peterson

Date: May 17, 2022

To: Honorable Board of Supervisors

From: Robert C. Lawton, CAO

Subject: Public Defender Investigator Contract with Robert L. Marshall

Term: Open-ended agreement until completion of case

The County has a constitutionally mandated requirement to provide indigent defense services to all citizens charged with crimes in Mono County. For those defendants charged with a crime that may result in the death penalty, public defenders must be qualified to defend capital cases. There is currently pending in Mono County Superior Court the case of People v. Cory Scott Spurlock (Mono County Superior Court Case # BFE21001963), which involves allegations eligible for the imposition capital punishment. Because this expertise is required, the County wishes to contract with Mr. Robert L. Marshall to defend defendant Cory Scott Spurlock. Mr. Marshall is an experienced criminal trial attorney who is qualified to represent defendants in capital cases and is willing and able to assume representation of Cory Scott Spurlock in the above-referenced matter.

Fiscal Impact: The anticipated cost of the Mr. Marshall's contract is up to \$560,000 and not more than \$180,000 per any 12-month period. This amount expected to be expended in the current fiscal year is included in the current year's budget and additional funds will be included each year going forward. The trial is expected to take up to three years to complete. Any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, in the matter of People v. Cory Scott Spurlock.

**CONTRACT BETWEEN THE COUNTY OF MONO  
AND ROBERT L. MARSHALL  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES  
FOR CORY SCOTT SPURLOCK IN THE MATTER OF  
PEOPLE V. CORY SCOTT SPURLOCK**

The County of Mono, a political subdivision of the State of California, hereinafter referred to as “the County,” and Robert L. Marshall of Oroville, California, referred to hereafter as “the Contractor,” agree that Contractor shall provide indigent defense services for the County of Mono as outlined below. The County and the Contractor are sometimes referred to herein collectively as “the parties.”

**RECITALS**

- The County has a constitutionally mandated responsibility to provide indigent defense services.
- There is currently pending in Mono County Superior Court the case of *People v. Cory Scott Spurlock* (Mono County Superior Court Case # BFE21001963), which involves allegations eligible for the imposition capital punishment.
- Contractor is an experienced criminal trial attorney who is qualified to represent defendants in capital cases and is willing and able to assume representation of Cory Scott Spurlock in the above-referenced matter.
- County wishes to retain Contractor for such purposes.
- Any and all funds provided pursuant to this Contract are provided for the sole purpose of provision of legal services, including the cost of administrative services, in the matter of *People v. Cory Scott Spurlock*.

**TERMS AND CONDITIONS**

**1. SCOPE OF WORK**

Contractor shall furnish those services and work set forth in Attachment A, attached hereto and by reference incorporated herein.

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

**2. TERM**

The term of this Agreement shall be from May 1, 2022, to case completion, unless sooner terminated as provided below.

**3. CONSIDERATION**

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

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

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

D. Limit upon amount payable under Agreement. The total sum of all payments made by County to Contractor for services and work performed under this Agreement shall not exceed \$560,000, not to exceed \$180,000 in any twelve-month period. County expressly reserves the right to deny any payment or reimbursement requested by Contractor for services or work performed that is in excess of the Contract Limit.

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

F. Federal and State Taxes.

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

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

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

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

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

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

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

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

## **6. OFFICE SPACE, SUPPLIES, EQUIPMENT, ETC**

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

## **7. COUNTY PROPERTY**

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

2. B. Products of Contractor's Work and Services. Any and all compositions, publications, plans, designs, specifications, blueprints, maps, formulas, processes, photographs, slides, videotapes, computer programs, computer disks, computer tapes, memory chips, soundtracks, audio recordings, films, audio-visual presentations, exhibits, reports, studies, works of art, inventions, patents, trademarks, copyrights, or intellectual properties of any kind that are created, produced, assembled, compiled by, or are the result, product, or manifestation of, Contractor's services or work under this Agreement are, and at the termination of this Agreement shall remain, the sole and exclusive property of County. At the termination of the Agreement, Contractor will convey possession and title to all such properties to County.

## **8. WORKERS' COMPENSATION**

- Contractor shall provide Statutory Workers' Compensation insurance coverage and Employer's Liability coverage for not less than \$1 million (\$1,000,000.00) per occurrence for all employees



engaged in services or operations under this Agreement. Any insurance policy limits in excess of the specified minimum limits and coverage shall be made available to County as an additional insured. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of County for all work performed by Contractor, its employees, agents, and subcontractors.

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

## 9. INSURANCE

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

- General Liability. A policy of Comprehensive General Liability Insurance which covers all the work and services to be performed by Contractor under this Agreement, including operations, products and completed operations, property damage, bodily injury (including death) and personal and advertising injury. Such policy shall provide limits of not less than \$1,000,000.00 per claim or occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project or the general aggregate limit shall be twice the required occurrence limit.
- Automobile/Aircraft/Watercraft Liability Insurance. A policy of Comprehensive Automobile/Aircraft/Watercraft Liability Insurance for bodily injury (including death) and property damage which provides total limits of not less than \$1,000,000.00 per claim or occurrence applicable to all owned, non-owned and hired vehicles/aircraft/watercraft. If the services provided under this Agreement include the transportation of hazardous materials/wastes, then the Automobile Liability policy shall be endorsed to include Transportation Pollution Liability insurance covering materials/wastes to be transported by Contractor pursuant to this Agreement. Alternatively, such coverage may be provided in Contractor's Pollution Liability policy.
- Professional Errors and Omissions Liability Insurance. A policy of Professional Errors and Omissions Liability Insurance appropriate to Contractor's profession in an amount of not less than \$500,000 per claim or occurrence or \$1,500,000 general aggregate. If coverage is written on a claims-made form then: (1) the "retro date" must be shown, and must be before the beginning of contract work; (2) insurance must be maintained and evidence of insurance must be provided for at least five years after completion of the contract work; and (3) if coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a "retro date" prior to the contract effective date, then Contractor must purchase "extended reporting" coverage for a minimum of five years after completion of contract work.

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

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

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

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

## **10. STATUS OF CONTRACTOR**

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

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

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

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

## **11. DEFENSE AND INDEMNIFICATION**

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

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

## **12. RECORDS AND AUDIT**

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

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

## **13. NONDISCRIMINATION**

During the performance of this Agreement, Contractor, its agents, officers, and employees shall not unlawfully discriminate in violation of any federal, state, or local law, against any employee, or applicant for employment, or person receiving services under this Agreement, because of race, religious creed, color, ancestry, national origin, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation. Contractor and its agents, officers, and employees shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), and the applicable regulations promulgated thereunder in the California Code of Regulations. Contractor shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act.

## **14. TERMINATION**

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

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

#### **15. ASSIGNMENT**

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

#### **16. DEFAULT**

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

#### **17. WAIVER OF DEFAULT**

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

#### **18. CONFIDENTIALITY**

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

#### **19. CONFLICTS**

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

Specifically, Contractor agrees not to engage in legal representations of any matter which would conflict or interfere with Contractor's ability to represent clients under this Contract.

#### **20. POST-AGREEMENT COVENANT**

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

party in litigation with County, and concerning such, Contractor by virtue of this Agreement has gained access to County's confidential, privileged, protected, or proprietary information.

## **21. SEVERABILITY**

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

## **22. FUNDING LIMITATION**

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

## **23. AMENDMENT**

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

## **24. NOTICE**

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

County of Mono:  
Robert C. Lawton, County Administrative Officer  
PO Box 696  
Bridgeport, CA 93517  
rlawton@mono.ca.gov

Contractor:

Robert L. Marshall  
2445 Oro Dam Boulevard, Suite 4  
Oroville, CA 95966  
[RLM@RLMEsq.com](mailto:RLM@RLMEsq.com) or [carol@RLMEsq.com](mailto:carol@RLMEsq.com)

**25. COUNTERPARTS**

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

**26. ENTIRE AGREEMENT**

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

**IN WITNESS THEREOF, THE PARTIES HERETO HAVE SET THEIR HANDS AND SEALS, EFFECTIVE AS OF THE DATE LAST SET FORTH BELOW, OR THE COMMENCEMENT DATE PROVIDED IN PARAGRAPH 2 OF THIS AGREEMENT, WHICHEVER IS EARLIER.**

**COUNTY OF MONO**

**CONTRACTOR**

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

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

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

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

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

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

APPROVED AS TO FORM:

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

APPROVED BY RISK MANAGEMENT:

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

**ATTACHMENT A**

**CONTRACT BETWEEN THE COUNTY OF MONO  
AND ROBERT L. MARSHALL  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES  
FOR CORY SCOTT SPURLOCK IN THE MATTER OF  
PEOPLE V. CORY SCOTT SPURLOCK**

**TERM:**

**FROM: May 1, 2022 TO: Completion of Matter Assigned**

**SCOPE OF WORK:**

Contractor shall provide representational services for defendant Cory Scott Spurlock in the matter of *People v. Cory Scott Spurlock*, (Mono County Superior Court Case # BFE21001963) including but not limited to interviews of clients and potential witnesses, legal research, preparation and filing of pleadings, negotiations with the appropriate prosecutor or other attorneys and court regarding possible dispositions, and preparation for and appearance at all court proceedings.

All services provided by Contractor under this Agreement shall be consistent with any applicable rules of professional conduct and standards of care. Specifically, the following duties and responsibilities of Contractor shall be observed:

1. Provide careful, factual and legal investigation.
2. Take prompt action to protect client's legal rights.
3. Make all necessary court appearances for motions, trials, adjudications, hearings, dispositions, and sentencing.

4. Prepare for jury selections, examination of witnesses, submission of instructions, and presentation of argument at trial.
5. Know and explore sentencing alternatives.
6. Advise the client concerning appeals.
7. Not accept more cases than can be competently handled.
8. Not handle a legal matter which the Contractor knows or should know that it is not competent to handle.
9. Maintain client confidences.
10. Keep the client informed.

Contractor may utilize the services of a licensed private investigator (“Investigator”) under Business and Professions Code section 7520 and 7521, with whom the County has entered into a separate contract for services, or of any other Investigator upon appointment by the Court. Investigators shall not perform services of a clerical or administrative nature and which do not require the services of a licensed private investigator, nor shall Investigators be used for the purpose of serving subpoenas on witnesses or custodians of record. Notwithstanding the foregoing, an Investigator may be used for the purpose of serving subpoenas on witnesses or custodians of record at no additional cost to the County and provided Contractor assumes the cost.



**ATTACHMENT B**

**CONTRACT BETWEEN THE COUNTY OF MONO  
AND ROBERT L. MARSHALL  
FOR THE PROVISION OF INDIGENT DEFENSE SERVICES  
FOR CORY SCOTT SPURLOCK IN THE MATTER OF  
PEOPLE V. CORY SCOTT SPURLOCK**

**TERM:**

**FROM: May 1, 2022 TO: Completion of Matter Assigned**

**SCHEDULE OF FEES:**

Contractor shall be compensated as follows for work and services performed under this Agreement:

Court appearances - \$200.00/hour

Other work (excluding travel) - \$150.00/hour

Travel time - \$125.00/hour

Per Diem while traveling – \$75.00/for each overnight away from Oroville

Other litigation expenses, as defined below, shall be paid by County upon Contractor submitting a county claim form, to which shall be attached an order of the Court fixing the expenses to be paid. Each claim shall include:

1. The name of the client and case number;
2. The date and time the services were provided, in 10<sup>th</sup> hour increments;
3. A description of the services provided on each date.

Other Litigation Expenses shall mean expert witness services, language translators, court reporter fees, transcript fees, witness fees, laboratory analysis, and other forensic services. It is anticipated that payment for such expenses will be applied for in the appropriate courts by motion and granted out of separate funds reserved for that purpose. Payment for mitigation specialists in Capital cases is included in this category.

Contractor shall be solely responsible for providing and paying all other expenses necessary to perform this Agreement, including but not limited to: utilities, photocopies, facsimiles, telephones, postage, office furniture, equipment, supplies, secretaries, clerks, staff attorneys, transportation, and other materials, services, and persons necessary to perform this Contract.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**Departments: County Counsel**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**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 May 17, 2022 through June 16, 2022.

**RECOMMENDED ACTION:**

Adopt proposed resolution.

**FISCAL IMPACT:**

None.

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

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

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

**History**

Time	Who	Approval
5/4/2022 5:00 PM	County Counsel	Yes
5/11/2022 4:32 PM	Finance	Yes

5/13/2022 4:40 PM

County Administrative Office

Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

**OFFICE OF THE  
COUNTY COUNSEL**

*Mono County*

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon

Date: May 17, 2022

Re: Resolution Making Findings Under AB 361 through June 2, 2022

**Recommended Action**

Proposed resolution making the findings required by AB 361 for the purpose of making available the modified Brown Act teleconference rules set forth in AB 361 for the period of May 17, 2022 through June 16, 2022.

**Strategic Plan Focus Areas Met**

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

**Discussion**

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

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

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

materials. The proposed resolution would therefore make the required findings that the Board has reconsidered the circumstances of the emergency and that local health officials have recommended measures to promote social distancing. If the Board adopts the proposed resolution, then it may continue to meet under the modified Brown Act teleconference rules of AB 361 through June 16, 2022.

In order to continue to meet under those modified rules after June 16, the Board will again need to reconsider the circumstances of the state of emergency and again make one of the additional findings required by AB 361.

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

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



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
MAKING FINDINGS UNDER AB 361 FOR  
THE PERIOD OF MAY 17, 2022, THROUGH JUNE 16, 2022**

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

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

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

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

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

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

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

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

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

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

3           **SECTION FOUR:** Meetings of the Board of Supervisors may continue to be held under  
4 the modified teleconferencing rules set forth in AB 361 through June 16, 2022.

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

9           **PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of May, 2022, by the following  
10 vote, to wit:

11 **AYES:**

12 **NOES:**

13 **ABSENT:**

14 **ABSTAIN:**

---

Bob Gardner, Chair  
Mono County Board of Supervisors

15  
16 **ATTEST:**

**APPROVED AS TO FORM:**

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

\_\_\_\_\_

County Counsel





# MONO COUNTY HEALTH DEPARTMENT

## Public Health

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

To: Board of Supervisors

From: Caryn K. Slack, Public Health Officer

Re: Recommendation regarding Social Distancing and Virtual Meetings

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

Subchapter 7. General Industry Safety Orders  
Introduction

### §3205. COVID-19 Prevention.

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

(a) Scope.

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

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

(B) Employees working from home.

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

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

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

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

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

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

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Sierra Nevada Conservancy Grant -  
Dispersed Camping Collaborative  
Action

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

The regional Dispersed Camping Collaborative seeks to build upon the initial grassroots success of the “Camp Like a Pro” program with targeted investments from the Sierra Nevada Conservancy that support the region’s tourism-based economy, protect resources, and reduce risk of human-caused wildland fire surrounding communities through managed use of front-country recreation areas. Application for funding includes a three-year budget request of \$150,000 to better delineate dispersed camping areas, install educational and regulatory signs and kiosks, pilot waste management solutions for the region, restore areas impacted by legal and illegal dispersed camping, and continue distribution of “Camp Like a Pro” educational tools and public outreach strategies. This project was identified as a priority for funding by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) – Sustainable Recreation and Tourism Initiative (SRTI) and a full proposal for was submitted by Mono County to the Sierra Nevada Conservancy, January 31, 2022. This application will be considered by the Sierra Nevada Conservancy Governing Board June 1-2, at their regularly scheduled quarterly meeting, hosted in Mono County.

---

### RECOMMENDED ACTION:

- 1) Authorize the filing of an application for Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism grant funding to implement Dispersed Camping Collaborative/ Camp Like a Pro Action Plan;
- 2) Find that the project is categorically exempt from review under the California Environmental Quality Act under 14 CCR 15301 – Minor Alterations to Land and 14 CCR 15333 – Small Habitat Restoration Projects and direct staff to file a notice of exemption; and
- 3) Delegate authority to the County Administrative Officer, in consultation with County Counsel, to conduct all negotiations, sign and submit all documents, including but not limited to applications, agreements, amendments, and payment requests, in support of the Grant Scope, provided they are substantially consistent with the staff report and agenda attachments.

---

### FISCAL IMPACT:

No General Fund impact. Grant would provide \$150,000 in funding to support the Dispersed Camping Collaborative.

---

**CONTACT NAME:** Matt Paruolo, Eastern Sierra Recreation Coordinator

**PHONE/EMAIL:** 760.616.4054 / mparuolo@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="#">Exhibit A</a>
<input type="checkbox"/> <a href="#">Agreement Template</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/3/2022 9:31 AM	County Counsel	Yes
5/12/2022 4:11 PM	Finance	Yes
5/13/2022 4:39 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

To: Honorable Board of Supervisors

From: Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator

Date: May 17, 2022

Subject: Dispersed Camping Collaborative/ Camp Like a Pro – SNC Vibrant Recreation & Tourism Grant

---

## Recommended Actions

1. Authorize the filing of an application for Sierra Nevada Conservancy (SNC) Vibrant Recreation and Tourism grant funding to implement Dispersed Camping Collaborative/ Camp Like a Pro Action Plan;
2. Find that the project is categorically exempt from review under the California Environmental Quality Act under 14 CCR 15301 – Minor Alterations to Land and 14 CCR 15333 – Small Habitat Restoration Projects and direct staff to file a notice of exemption; and
3. Delegate authority to the County Administrative Officer, in consultation with County Counsel, to conduct all negotiations, sign and submit all documents, including but not limited to applications, agreements, amendments, and payment requests, in support of the Grant Scope, provided they are substantially consistent with the staff report and agenda attachments.

## Fiscal Impact

No fiscal impact. Grant would provide \$150,000 in funding to support the Dispersed Camping Collaborative.

## Discussion

An increase in Dispersed Camping has resulted in illegal and poorly managed campfires, trespass, illegal dumping, and significant impacts to habitat flora, fauna, and water quality throughout the region. In response to impacts observed during Summer 2020 and driven by a desire to sustain diverse recreational access across Eastern Sierra public lands, the “Dispersed Camping Collaborative” was formed in February 2020 to develop implementable solutions on a landscape level across multiple land management jurisdictions. As a partner to this effort, Mono County hosted a Town Hall event on May 25, 2021, to provide information on Dispersed Camping Collaborative and “Camp Like a Pro” Action Plans, and began implementing these strategies with agency partners, non-profits, volunteers, and individuals in summer of 2021.

The regional Dispersed Camping Collaborative seeks to build upon the initial grassroots success of the “Camp Like a Pro” program with targeted investments from the Sierra Nevada Conservancy that support the region’s tourism-based economy, protect resources, and reduce risk of human-caused wildland fire surrounding communities – through managed use of front-country recreation areas. With a three-year budget request of \$150,000, this project will delineate dispersed camping areas, install educational and regulatory signs and kiosks, pilot waste management solutions for the region, restore areas impacted by legal and illegal dispersed camping, and continue distribution of “Camp Like a Pro” educational tools and public outreach strategies.



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

This project was identified as a priority for funding by the Eastern Sierra Sustainable Recreation Partnership (ESSRP) – Sustainable Recreation and Tourism Initiative (SRTI) and a full proposal for was submitted by Mono County to the Sierra Nevada Conservancy, January 31, 2022. This staff report seeks authorization of the Mono County Board of Supervisors to formally apply for funding from the Sierra Nevada Conservancy and to authorize the Director of Public Works to conduct all negotiations, sign and submit all documents, including but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the Grant Scope. This application will be considered by the Sierra Nevada Conservancy Governing Board June 1-2, at their regularly scheduled quarterly meeting, hosted in Mono County.

## **California Environmental Quality Act (CEQA)**

The project qualifies as Categorical Exemption 15301 – Class 4: Minor Alterations to Land. This class consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. This project is intended to improve existing conditions to restore forested and natural areas to an untrammled condition by restoring areas impacted by illegal dispersed camping, deconstructing illegal fire rings, and installing restoration/regulatory related signage in prior-disturbed areas. A CEQA Notice of Exemption was filed for this project, February 1, 2022.

Please direct questions about this report to the Eastern Sierra Sustainable Recreation Coordinator;  
[mparuolo@mono.ca.gov](mailto:mparuolo@mono.ca.gov); 760.616.4504

Sincerely,

Matthew Paruolo  
Eastern Sierra Sustainable Recreation Coordinator  
[mparuolo@mono.ca.gov](mailto:mparuolo@mono.ca.gov)  
760.616.4054

Attachments:  
Exhibit A – SNC Full Proposal



**Sierra Nevada Watershed Improvement Program  
VIBRANT RECREATION AND TOURISM  
2020-2022  
PROPOSAL**



<b>SNC Grant #</b>	1290-RT
<b>Project Title</b>	Dispersed Camping Collaborative Action
<b>Funding Amount Requested</b>	\$ 150,000
<b>Total Project Cost</b> <i>SNC request plus funding or in-kind from other sources</i>	\$ 150,000
<b>Applicant</b>	Mono County
<b>Applicant Authorized Representative</b> <i>Person who is authorized to sign the grant agreement</i>	Tony Dublino Public Works Director 760.709.6713 <a href="mailto:tdublino@mono.ca.gov">tdublino@mono.ca.gov</a> 74 N. School Street (PO BOX 457) Bridgeport, CA 93517
<b>Applicant Day-to-Day Contact</b> <i>Person who manages the project</i>	Matthew Paruolo Eastern Sierra Sustainable Recreation Coordinator 760.616.4054 <a href="mailto:mparuolo@mono.ca.gov">mparuolo@mono.ca.gov</a> 74 N. School Street (PO BOX 457) Bridgeport, CA 93517
<b>Subregion(s)</b>	Eastern Sierra
<b>County(ies)</b>	Mono County, Inyo County, Alpine County
<b>SNC Project Lead</b>	Matthew Driscoll
<b>Program</b>	Vibrant Recreation and Tourism – Proposition 68



**Sierra Nevada Watershed Improvement Program  
VIBRANT RECREATION AND TOURISM  
2020-2022  
PROPOSAL**



**Project Area Contact Information**

**In compliance with SNC’s governing statute, SNC will notify and may consult with project area representatives during project evaluation.**

<b>Tribal Contact(s)</b>	
Tribe Name Contact Name Phone Number Email or Mailing Address	Mono Lake Kootzadika’a Charlotte Lange  chair@monolaketribe.us
Tribe Name Contact Name Phone Number Email or Mailing Address	Bridgeport Indian Colony Herbert Glazier 760-932-7083 PO Box 37 Bridgeport, California 93517
Tribe Name Contact Name Phone Number Email or Mailing Address	enter text.
Tribe Name Contact Name Phone Number Email or Mailing Address	enter text.
<b>County(ies) Administrator or Planning Director</b>	
Contact Name Contact Title Phone Number Email or Mailing Address	Robert Lawton County Administrative Officer (CAO) 760.932.5415 74 N. School Street (PO Box 696) Bridgeport, CA 93517 rlawton@mono.ca.gov
Contact Name Contact Title Phone Number Email or Mailing Address	Wendy Sugimura Mono County Planning Director 760.914.2962 wsugimura@mono.ca.gov
<b>Nearest Public Water Agency</b>	
Contact Name Contact Title	<i>Communities are served by a variety of public and private entities such as public utility districts, community service</i>





Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



<p>Phone Number Email or Mailing Address</p>	<p><i>districts, mutual water companies, small private systems and individual wells.</i></p> <p>Regulatory Water Quality Control Board:</p> <p>Lahontan Regional Water Quality Control Board 15095 Amargosa Rd. Bldg. 2; suite 210 Victorville, CA 92394</p>
--	--



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



## Project Summary

**Provide a Project Summary, including location, purpose, partners, and estimated cost. Identify whether this project demonstrates collaborative project implementation or collaborative project planning.**

***Please limit the response to five sentences.***

---

The regional Dispersed Camping Collaborative established in 2020 seeks to build upon the initial grassroots success of the “Camp Like a Pro” program with targeted funding invested in infrastructure, restoration, and education products to support the region’s tourism-based economy and protect natural resources through managed use.

With a three-year budget request of \$150,000, this program pilots a variety of on-the-ground implementable solutions following the Camp Like a Pro model in Mono, Inyo, and Alpine Counties across state/federally managed public lands. General mapping location and messaging campaign can be found by visiting [essrp.org/camping](http://essrp.org/camping). Project emphasis will be targeted to areas of high use and visitation identified by the Dispersed Camping Collaborative surrounding local communities and developed recreation hubs (e.g. Grant Lake/June Lake Loop, Shady Rest/Sawmill Cutoff/ area hot springs, Town municipal boundaries, etc.) – and will consist of investments in infrastructure, restoration, and education to delineate dispersed camping areas, install educational and regulatory signage and kiosks, improve waste management solutions for the region, restore areas impacted by legal and illegal dispersed camping, and maintain digital and traditional messaging products developed for the region.

*Partners to this project include grassroots collaborative stakeholders identified through the Camp Like a Pro initiative described below, with the support of the Eastern Sierra Sustainable Recreation Partnership (See Organizational Capacity).*

## Project Location, Maps, and Photographs

### Location Description

**Describe the project location, including the county, nearby communities and public lands, and other nearby projects or recreation opportunities.**

***Please limit the response to one paragraph.***

---

Infrastructure improvements will be piloted in gateway communities throughout Mono County to improve the management of dispersed camping areas across jurisdictions (Bureau of Land Management, Humboldt-Toiyabe National Forest, Inyo National Forest, Town of Mammoth Lakes, unincorporated Mono County, City of Los Angeles DWP, CA Dept. of Fish and Wildfire). A modicum of project funding will be used to maintain digital and traditional messaging



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



products and marketing that cascades throughout Mono, Inyo, and Alpine Counties. Emphasis will be placed on improving infrastructure, delineating dispersed camping areas, and restoring impacts surrounding rural gateway communities whose quality of life and exposure to potential forest fire are most afflicted (e.g. Mammoth Lakes, June Lake, Paradise, Crowley, Swall Meadows, Lee Vining, Bridgeport, Walker, Coleville).

---

### PDF Location Maps to be included with Proposal

Please include one or more location maps, in PDF format.

- For implementation projects, the map(s) should clearly delineate where SNC funds will be used and, if the proposed SNC activities are part of a larger project, boundaries of that larger project.
- For planning projects, the map should identify where planning activities will be focused and, if known, the potential location of the future implementation project(s).
- For both project types, a map displaying the project location as part of the larger landscape in relation to communities, infrastructure, public lands, or complementary projects may be useful.

In the space below, please confirm the number of maps submitted.

---

(QTY 1.) PDF map is included to delineate where SNC funds will be used throughout the region and to provide a context for the larger project area landscape. Additional shape files are digitally attached to the application and GIS map products including program focus areas are available for review at [essrp.org/camping](http://essrp.org/camping)

---

### GIS Shapefiles to be included with Proposal

Please include a GIS polygon shapefile delineating the area where SNC funds will be expended. Fields in the shapefile data should include:

- SNCGrant (Integer) the grant number you have been assigned by your SNC Area Rep.
- OrgName (Text) the name of the applicant organization.
- ProjName (Text) the project name as it is on the Proposal

If the applicant organization has challenges developing this information, SNC will assist with the development of GIS files.

In the space below, briefly confirm if GIS files are included with submission, or if they were developed separately with SNC.



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



---

(Qty. 2) GIS Shape Files are digitally attached to the proposal delineating where SNC funds will be used for education campaign, and focus-areas where infrastructure will address restoration/delineation/fire mitigation/signage needs.

---

### Photographs to be included with Proposal

**Please provide no more than 6 photographs of the project area, highlighting important aspects of the project. Photos should be submitted as a pdf file, with two or more photographs on each page.**

**In the space below, please confirm the number of photographs submitted.**

- 
- Slide #1 – Town Hall Event hosted by Mono County – 220 total participants
  - Slide #2 – Multi-lingual (Spanish) translation services provided for zoom event
  - Slide #3 – Overview of 2021 efforts including work elements
  - Slide #4,5 – Education materials, *courtesy, Mono County Economic Development*
  - Slide #6 – Mapping & Education, *courtesy, Mono County Sustainable Recreation Division*
  - Slide #7 – Ongoing stewardship; *courtesy, Friends of the Inyo*
  - Slide #8 – Infrastructure (waste mgmt. and signs); *courtesy, Mammoth Lakes Trails and Public Access & Mono County Sustainable Recreation Division*
  - Slide #9 – Demonstrating impacts to bi-state sage-grouse habitat caused by illegal dispersed camping activities; *courtesy, BLM – Bishop Field Office*
  - Slide #10 – Ongoing need for community involvement – next steps; *courtesy, DeChambeau Creek Foundation*
  - Slide #11 – Dispersed Camping “prospectus”; *courtesy of ESSRP/ Sustainable Recreation and Tourism Initiative (SNC funded)*
  - Slide #12 – USFS Regional Foresters Award recognition 2021; *courtesy; U.S. Forest Service – Inyo National Forest*
-



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



## Background & Need

**Concisely describe the background and need for project. Why is this project a priority? Is it part of a larger plan? Is there a strategy behind the location, timing, or approach chosen?**

***Please limit the response to one page or less.***

Driven in large part by a desire to find respite from the COVID-19 pandemic, an unprecedented wave of recreational visitors flooded the Eastern Sierra during the Summer of 2020. While most visitors were well-intentioned seekers of the peace and freedom to be found along lake shores, stream banks and High Sierra ridgelines, the sheer volume of visitors resulted in a myriad of community and resource impacts - increased wildfire threat from campfires, illegal trash dumping, abundant human waste, user conflicts and quality of life impacts to local residents. The impacts of “van-life” were felt by local businesses and residents as lines of RVs set up camp on town streets, parking lots and any available pull out.

This project builds off the community-crafted “Camp Like a Pro” plan to sustain recreation opportunities across the Eastern Sierra through hands-on restoration of natural resources coupled with active visitor education and community engagement to improve visitor behavior and mitigate risk of wildland fire. The pressing need for enhanced management of recreation resources has been fueled by a trend in increased annual visitation compounded with declining federal land management capacity and further exacerbated by recreation facilities closures during the COVID-19 pandemic and evolving trends in the outdoor recreation industry.

The increase ill-informed dispersed camping has resulted in illegal and poorly managed campfires, trespass, illegal dumping, and significant impacts to habitat flora and fauna, and water quality. With nearly every aspect of Eastern Sierra economic life dependent on public lands recreation, poorly managed, damaged, and uninviting recreation areas pose an existential threat to the health of tourism-dependent communities across the Eastern Sierra and in some cases, are at risk of enforced closure.

All of the actions – from the messaging to the location of campsites to be restored, to the siting of restrooms and dumpers, have been developed by members of the collaborative. These actions build off the existing Inyo National Forest Plan, Bishop BLM Resource Area Comprehensive Management Plan and the Mono County General Plan.

## Project Description

**The Vibrant Recreation and Tourism Grant Guidelines Companion Document outlines two focus areas – at least one of which the project must fall within. PLEASE REVIEW**



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



**THE GRANT GUIDELINES COMPANION DOCUMENT FOR SPECIFIC DEFINITIONS OF THE FOCUS AREAS LISTED BELOW.**

- 1. Collaborative project planning**
  - 2. Collaborative project implementation**
- Identify how the project meets one or more of the focus areas.
  - Clearly explain the project purpose, goals, and expected outcomes.
  - Describe in detail the specific work to be completed with SNC grant funds.
  - Clearly identify specific deliverables (e.g., miles of trail, acres opened for access, CEQA documents, surveys, plans) resulting from this project.
  - Describe how the project fits into the larger landscape.

***Please limit the response to two pages or less.***

---

Mono County is comprised 94% of Public Lands sprawled across 2 million acres. Piloted education will cascade across Mono, Inyo, and Alpine Counties, and epitomizes a collaborative effort to enhance, promote, and develop sustainable recreation and tourism opportunities sustaining increased access to public lands in the Sierra Nevada Region. Expected outcomes include:

- Assessing conditions, existing resources, needs, and opportunities to support or promote recreation and tourism throughout the Region and identify highest priority activities.
- Identifying, creating, and participating in partnerships to support the development of vibrant recreation and tourism throughout the Region.
- Supporting pilot projects or collaboratives that test innovative governance, finance, and implementation tools that can achieve sustainable recreation and tourism objectives across the Region.

Specifically, this project will support existing grass-roots collaborative efforts to promote SUSTAINABLE visitation and dispersed camping throughout the region by piloting infrastructure improvements in Mono County surrounding popular dispersed camping areas and townships, coupled with on-the-ground stewardship, restoration, and waste-management solutions. Funding will be used to delineate legal dispersed camping areas, restore areas impacted by illegal dispersed camping, provide regional waste management solutions related to these recreation activities (siting of restroom structures and dumpsters), and installation of educational/regulatory signs and kiosks at focus areas within gateway communities. A modicum of project funding will be used to sustain the “Camp Like a Pro” education campaign and continued inter-agency stakeholder collaboration between land-managers, local government, area non-profits, and local community members.



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



## SNC and Funding Source Priorities

Explain how this project results in multiple benefits that:

- Further the purposes of [Proposition 68](#) by supporting and expanding recreation economies, opportunities, and access to outdoor recreation.
- Connect to state planning priorities, including the [Safeguarding California Plan 2018 update](#), and the [2018 California Forest Carbon Plan](#).
- Support the Sierra Nevada Conservancy [Strategic Plan](#) and [2020-2021 Action Plan](#).

*Please limit the response to one page or less.*

This project addresses several of SNC's seven statutorily mandated program areas identified in its strategic plan including:

- Increasing the opportunity for tourism and recreation in the Region
- Protecting, conserving, and restoring the Region's physical, cultural, archaeological, historical, and living resources
- Aiding in the preservation of working landscapes
- Protecting and improving water quality and air quality
- Assisting the Regional economy through the operation of the SNC's program and;
- Enhancing public use and enjoyment of lands owned by the public

In addition, this project falls squarely into SNC's Vibrant Recreation and Tourism mission to "Enhance, promote, and develop sustainable recreation and tourism opportunities in the Sierra Nevada Region". For many of the communities in the region, revenue from recreation and tourism represents the largest portions of their economies, and jobs from recreation provide residents with the opportunity to work and thrive in their communities." (p.29) and better management of the region's recreation and natural resources are paramount to the sustainability of the region as a whole. Project work will be targeted to meet several strategies of SNC's Vibrant Recreation and Tourism initiative including:

- Strategy 2: Identify, create, and participate in partnerships to support the development of vibrant recreation and tourism throughout the Region.
- Strategy 3: Distribute available funds for development of sustainable recreation and tourism throughout the Region in a timely and strategic manner to achieve maximum positive impact by coordinating with other state and federal funding agencies and partners.
- Strategy 4: Advocate for and secure increased funding for sustainable recreation and tourism development and increase access to public lands in the Region [...]
- Strategy 5: Provide assistance to pilot projects or collaboratives that test innovative governance, finance, and implementation tools that can achieve sustainable recreation and tourism objectives across the Region.





Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



This project has received grassroots community support to initiate efforts geared to promote sustainable recreation and tourism throughout the region and requires non-appropriated funding to pilot implementable long-term solutions. In addition, these recreation resource measures will help to mitigate risk of wildland fire through robust education, on the ground restoration and visitor contact consistent with the 2018 “Safeguarding California Plan”, providing adaptation to climate change and an upsurge in visitation exacerbated by rising temperatures, and exacerbated by extreme heat events, drought, snowpack loss, and wildland fire. Dispersed Camping Collaborative Action will also address several visions of the 2018 California Carbon Plan including, promoting “Healthy forests that are adapted and/or resilient to anticipated climate change effects such as increased warming, greater forest insect and disease threats, and higher wildland fire risks”; “Forests that provide for healthy watersheds and water supplies in terms of quality, quantity, and infrastructure); “Forests that provide management opportunities that generate long-term economic benefits for landowners, workers, and communities”; and “ Forests that provide an abundance of outdoor recreational and tourism opportunities”. This project has wide regional support from governmental agencies and necessitates a collaborative approach for both on-going public and inter-agency planning, and project implementation that fits squarely into the categories of improving public access, and sustaining resources that are priorities to the region, the state, and the Sierra Nevada Conservancy.

## Project Partners

**Identify participants in the collaborative that developed the project, as well as other partners involved in the project. Describe who was engaged in project planning and who will be responsible for implementation. Identify if the project is part of a larger plan or process that included public input. Highlight local agencies, citizen groups, or tribal organizations engaged with the project. Identify if and/or what other partners are contributing in-kind or financial resources to the project.**

***Please limit the response to on page or less.***

The “Dispersed Camping Collaborative” was formally recognized at the U.S. Forest Service Region 5 – Regional Foresters Honor Awards as exemplifying a diverse collaborative benefiting National Forest System Lands. This project was also identified along with seven other projects as a priority for implementation through the SNC funded ESSRP – Sustainable Recreation and Tourism Initiative that included seven hybridized public meetings and surveys soliciting a total of 183 project ideas submitted by the public, and a total of 500+ participants from September, 2019 – December, 2021.





Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



The initial grass-roots collaborative was formed in response to growing ecological, cultural, recreational and community impacts observed during the Summer of 2020 and informed by a desire to sustain diverse recreational access across Eastern Sierra public lands, Mono County Supervisor Bob Gardner convened a Dispersed Camping summit of community members, land management agencies, utilities, business owners, elected officials, tribal members, and civic organizations. From this initial meeting of over 60 people, a coalition of the willing, dubbed the Eastern Sierra Dispersed Camping Collaborative evolved into five working groups: “Education” led by Mono County Economic Development and Tourism Department; “Infrastructure” led by the Town of Mammoth Lakes and Mammoth Lakes Trails and Public Access Foundation (501(c)3); “Mapping” led by the Mono County Sustainable Recreation Division of Public Works; “Stewardship” led by Friends of the Inyo 501(c)3; and “Enforcement” led by Mono County Sheriffs Department.

Working group meetings were open to the public and included representatives from the BLM Bishop Field Office, Humboldt-Toiyabe National Forest, Inyo National Forest, the City of Los Angeles Department of Water and Power (primarily land-owners/managers in the Eastern Sierra) and numerous local Chambers of Commerce, elected officials from the City of Bishop and Mammoth Lakes, Fire Districts, businesses, and area non-profits including Mammoth Lakes Recreation, Friends of the Inyo, the DeChambeau Creek Foundation, Mammoth Lakes Trails and Public Access, the Mono Lake Committee, and Eastern Sierra Interpretive Association. Together, this working group crafted an implementable action plan dubbed “Camp Like a Pro”.

While in development, the workings of this collaborative were presented by facilitator Paul McFarland of the DeChambeau Creek Foundation 501(c)3 to numerous local gatherings including the Mammoth Chamber of Commerce Community Coffee and the Eastern Sierra Public Information Officer gathering. Over 220 local citizens attended the public release of the “Camp Like a Pro” program at a virtual town Hall event hosted by Mono County in May of 2021. (Visit <https://www.essrp.org/camping> to see the latest iteration of these efforts.) During the Summer of 2021, diverse partners including LA Department of Water and Power, the U.S. Forest Service, Friends of the Inyo, Fire Safe Councils, June Lake Trails Committee, Mono County Trail Stewards, Mammoth Lakes Recreation, ESRI (GIS software company) and multiple volunteers implemented “Camp Like a Pro” elements on the ground across the region.

With the support of this grant, Mono County will take the lead in coordinating with these project partners and stakeholders in an expanded Phase 2 of the Camp Like a Pro program. Partnership contributions are anticipated from the DeChambeau Creek Foundation, Friends of the Inyo, Mammoth Lakes Recreation, local Fire Districts (fire ring removal), signage placement and implementation planning by the U.S. Forest Service and Bureau of Land Management, labor and equipment from Mono County Public Works, along with messaging and outreach from Mono County Economic Development Department.



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



## Organizational Capacity

**Describe the applicant’s ability to complete the project as proposed. Identify the resources (staff, project partners, or contractors) intended to complete the tasks described in the work plan and explain the applicant’s expertise or experience completing similar projects.**

***Please limit the response to two paragraphs or less.***

In 2019, Mono County and the Town of Mammoth Lakes joint-funded the position of Eastern Sierra Sustainable Recreation Coordinator (ESSRC) to leverage inter-agency resources to improve Sustainable Recreation. The ESSRC will act as project manager – coordinating with federal land managers, paid staff and volunteers to implement the project. Labor and materials will be leveraged with the U.S. Forest Service and BLM through on-going coordination. Mono County Public Works Department will leverage engineering and heavy-equipment support where required to finalize and implement planning. Several non-profits including Friends of the Inyo, Mammoth Lakes Recreation, Mammoth Lakes Trails and Public Access, DeChambeau Creek Foundation, Mono Lake Committee, and Eastern Sierra Interpretive Association are active participants in this effort and will leverage resources to supplement implementation through coordination with Mono County and federal land-managers.

## Community Support

**SNC strongly encourages engagement with communities and local government during project planning and implementation. Describe community support for the project, as well as any known opposition to the project. Explain any concerns and efforts to address those concerns.**

**In addition to the narrative, please provide evidence of community and/or landowner support for this collaborative project, in the form of a letter and/or letter(s) of support. Please list all letters submitted in the space below. Additional information may be requested by SNC staff.**

***Please limit the response to two paragraphs or less, plus the list of supporting letters.***

One of the best measures of community support for the 2020/21 Camp Like a Pro program represented at the Community Town Hall event hosted by Mono County May 25, 2021. Over 230 participants asked 128 questions of the collaborative partner presenters – County, non-profit and federal agency staff. Questions, comments, and engagement were overwhelmingly positive, thankful and supportive. During the initial Summer 2021 implementation phase, nearly \$18,000 was generated from community donations (Mammoth Lakes Recreation as fiscal sponsor) to support placement and management of temporary infrastructure coordinated by



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



the Dispersed Camping Collaborative. These community donations came from Mammoth Mountain Ski Area, Mono Lake Committee, DeChambeau Creek Foundation and many individual residents. Additional volunteer hours and in-kind services were provided by independent contributors including ESRI (GIS development of ESSRP.com/camping map product and iOS/Android app), and the Eastern Sierra Adopt-a-Trail program administered by Mammoth Lakes Recreation.

The sheer diversity of collaborators who came together to craft and implement a program from scratch – from agencies to organizations to residents – provides a very tangible demonstration of community interest and investment in addressing the problem of poorly-managed dispersed camping in the Eastern Sierra.

### Engagement with California Native American Tribes

**The SNC strongly encourages engagement with Native American tribes as early as possible in the development, planning, and implementation of projects. SNC can assist with identifying Native American tribes whose ancestral homelands may be in the project areas and contact information for those tribes. In the space below, please identify Native American tribes that may have an interest in the project. Please describe any current or anticipated role for local tribes in the project.**

***Please limit the response to two paragraphs or less.***

The Dispersed Camping Collaborative Action Plan addresses recreational impacts on homelands of the Numu, Nuwe, Paiute and Shoshone people. Direct invitations to attend collaborative meetings were shared with members of the Mono Lake Kootzadika'a tribe, Ft. Independence Tribe, Lone Pine Paiute Shoshone Tribe, Utu Utu Gwaitu Benton Paiute Reservation and the Bishop Paiute Tribe.

Mono Lake tribal members did attend planning meetings and spoke to the importance of considering protection of cultural resources in the planning and implementation of the project. Project partners, namely Mono County and DeChambeau Creek Foundation, will continue direct outreach with local Tribes and tribal members.

### Long-Term Management and Monitoring

**Describe plans and/or planning for the long-term management, monitoring, and sustainability of the project. Implementation projects must be maintained to protect the value of the resource. Management plans are required to extend for 10 years or longer. SNC must be able to monitor the project site for 25 years. For planning projects, please**



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



---

**describe the anticipated approach for long-term management and monitoring of the future project.**

**If long-term management and monitoring are part of an existing plan, identify the plan and cite the applicable section.**

***Please limit the response to two paragraphs or less.***

The Mono County Sustainable Recreation Division will maintain an inventory of infrastructure improvements and physically maintain SNC funded project elements in coordination with U.S. Forest Service, BLM staff, and local area non-profits. Mono County also maintains a vehicle counter program that will monitor focus-areas and provide recorded metrics on public-access within project areas and to assess natural depreciation of the resource and need for repairs, etc. Recorded metrics on the [essrp.org/camping](http://essrp.org/camping) webpage include over 40,00 unique website visitors and 3,300 downloads of the iOS and Android app developed by ESRI professional developer and local volunteer. These quantifiable metrics will be used to continue monitoring the success of the program, coupled with on-the-ground stewardship and maintenance of project infrastructure.

---



**Sierra Nevada Watershed Improvement Program**  
**VIBRANT RECREATION AND TOURISM**  
**2020-2022**  
**PROPOSAL**



**Project Workplan and Schedule**

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

<b>Project Tasks and Deliverables</b>	<b>Timeline</b>
On-going consultation with stakeholders/land managers, authorized resolution, land-tenure cooperative agreements as required by SNC	Jan-June, 2022
Anticipated award date	July, 2022
On-going stewardship/restoration including partner/in-kind contributions	July – October, 2022
Finalize site plans and design elements	June – December, 2022
6-month progress report to SNC	Dec. 2022- Dec.2024
On-going marketing/education element distribution	June, 2022 – Dec. 2024
Construction/Implementation/Materials Purchase/Staffing (proj. completion)	April, 2023 – Oct. 2024
Final Reporting & Reimbursement Requests	December 31, 2024
enter text.	enter text.
enter text.	enter text.
enter text.	enter text.
enter text.	enter text.
<b>Estimated Project Completion Date:</b>	<b>May, 2025</b>



**Sierra Nevada Watershed Improvement Program  
VIBRANT RECREATION AND TOURISM  
2020-2022  
PROPOSAL**



## Project Costs

Please complete the charts below.

**Administrative Costs must not exceed 15% of Direct Project costs.**

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

Direct Project Costs	SNC Funding
Construction, Implementation, Labor & materials	\$ 123,500
Project Management	\$ 15,000
Final Site Plan, Design, and Marketing	\$ 11,000
enter text.	\$ enter text.
enter text.	\$ enter text.
enter text.	\$ enter text.
enter text.	\$ enter text.
enter text.	\$ enter text.
enter text.	\$ enter text.
enter text.	\$ enter text.
<b>Total Direct Project Costs</b>	<b>\$ 149,500</b>

<b>Administrative Cost</b> (not to exceed 15% of the Direct Project Costs)	<b>\$ 500</b>
---	---------------

<b>TOTAL SNC REQUEST</b> (Total Direct plus Administrative Costs)	<b>\$ 150,000</b>
--	-------------------

Additional Project Costs	In-Kind or Funding from Other Sources
ESRI app in-kind licensing fees	\$ 4,500
ESRI app development (in-kind) volunteer hours (est. 50 / 36 months @ \$100 hr.	\$ 15,000
Mono County Sustainable Recreation Coordinator (in-kind) (est. 100 hrs. @ \$57 FTE	\$ 5,700
DeChambeau Creek Foundation (in-kind facilitation)	\$ 7,500
Local Area Non-Profits (in-kind/donations)	\$ 15,000
<b>Total Additional Project Costs</b>	<b>\$ 47,500</b>

<b>TOTAL PROJECT COST</b> (SNC Request plus Additional Project Costs)	<b>\$ 197,500</b>
--	-------------------



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



## Land Ownership and Restrictions on Land Use

For on-the-ground implementation projects, if the project proponent does not hold legal ownership of the project site, documentation demonstrating adequate tenure to and site control of the project site for a minimum of ten years and authority for SNC to monitor the project site for 25 years is required. Proof of adequate land tenure includes, but is not limited to:

- Fee title ownership
- An easement or license agreement
- A formal agreement between the applicant and all fee title or easement owners sufficient to give the applicant adequate site control for purposes of the project. Ideally, an agreement will be in place when the Board authorizes a grant but is required within 90 days of Board authorization.

If the project proponent does not have tenure at the time of proposal, please submit a letter from all property owners/managers indicating their intent to meet tenure requirements if the grant is awarded.

Planning projects require letters of support from all landowners, granting permission for the project.

In the space below, please identify all legal property owners for the land on which the project is to occur, as well as any property easements or other restrictions that may impact the project. Please describe the current status of any land tenure agreements.

***Please limit the response to two paragraphs or less.***

Mono County operates under a number of Cooperative Agreements with federal land management agencies to implement sustainable recreation strategies that are consistent with their specific policies and Land Management Plans. These include Challenge-Cost-Share Agreements, Memorandums of Understanding, and memorandums authorizing project specific work. This initiative received honors at the USFS Regional Foresters Award Ceremony and has the support of land-management agencies to implement project deliverables. Additional land tenure/ letters of support will be provided as required by SNC. A copy of the ESSRP challenge-cost-share agreement is digitally attached to this proposal and will include any addendums required to meet SNC land-tenure requirements (as identified).

## Environmental Compliance

All projects must comply with the California Environmental Quality Act (CEQA) at the time the SNC Governing Board authorizes a grant. Since the complexity of CEQA compliance will vary depending on project activities and type of grantee, it is important to consult with SNC staff as regarding which documents may be required in what





Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



timeframe. In addition to CEQA compliance, National Environmental Policy Act (NEPA) compliance is required for all projects proposed on federal land.

For projects not exempt from CEQA, the Lead Agency must be identified with a letter from that Agency confirming intent to serve as Lead. If SNC has agreed to serve as Lead Agency, please note this in the narrative below.

Please provide a brief description of CEQA and NEPA status below, including if the project is exempt, Lead Agency, expected timeline if CEQA/NEPA is not yet complete, and links to existing environmental documents. If links are not available, the documents must be submitted to SNC. Examples of documents to include are Initial Study, Mitigated Negative Declaration, Timber Harvest Plan, CA FIRE 1038 exemption, Environmental Assessment, Decision Notice.

### Brief Description of CEQA Status

*Please limit the response to one paragraph or less.*

Mono County is acting as lead agency in filing CEQA Notice of Exemption for activities consistent with Categorical Exemption 15301 – Class 4: Minor Alterations to Land. This class consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. This project is intended to improve existing conditions to restore forested and natural areas to an untrammelled condition by restoring areas impacted by illegal dispersed camping, deconstruction of illegal fire rings, and installation of restoration/regulatory related signage in prior-disturbed areas. CEQA status is documented as an attachment to this proposal.

### Brief Description of NEPA Status

*Please limit the response to one paragraph or less.*

This project is consistent with the Forest's normal maintenance operations and is considered exempt from NEPA at this time – pending authorization of Authorizing Official(s).

## California Conservation Corps / CA Association of Local Conservation Corps

Under Proposition 68, proponents of on-the-ground implementation projects are required to consult with the California Conservation Corps (CCC) and California Association of Local Conservation Corps (CALCC) to determine if it is feasible for the Corps to play a role in the project. Projects that only include research, planning, or





Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



property acquisition are exempt from this requirement. Please see the [CCC website](#) and [CALCC website](#) for more information about the process.

In the space below, please state if contacting CCC/CALCC is required for this project, and if so if it is feasible for CCC/CALCC to participate in the project. Please submit the response from the CCC/CALCC with the proposal.

*Please limit the response to one paragraph or less.*

Mono County has submitted a consultation request form (Jan - 2022) to CCC/ CALCC for implementation elements that may be feasible for CCC/CALCC participation. A response is pending and will be provided to SNC once available.

## Performance Measures

SNC requires that all projects report on quantitative performance measures used to measure progress towards project goals and desired outcomes. The following four standard performance measures should be tracked, if applicable:

- Number and Type of Jobs Created
- Number and Value of New, Improved, or Preserved Economic Activities
- Number of People Reached
- Resources Leveraged for the Sierra Nevada

Grantees must select one to three additional measures specific to their project. Potential measures are listed on the [Performance Measures](#) page of the SNC website. Project proponents may also propose alternative performance measures, subject to the approval of SNC if the grant is authorized.

In the space below, list the 5 to 8 performance measures that may be applicable to the project. You do NOT need to estimate the quantified results of the project at this point. List the performance measures that may apply to the project; no further explanation is needed.

Quantifiable performance measures include:

- Number of Jobs Created – This project will create 2 seasonal Mono County Stewardship positions with available funding, including meaningful volunteer opportunities and project-management shared across organizations and diverse in-kind contributions from non-profits and management agencies (pending CCC/CALCC consultation)
- Number and Value of New, Improved, or Preserved Economic Activities – This performance measure will be measured by number of new and improved products and services related to dispersed camping, public access, and Economic Development Tourism data/spending metrics



Sierra Nevada Watershed Improvement Program  
**VIBRANT RECREATION AND TOURISM**  
2020-2022  
**PROPOSAL**



- Number of People Reached – This metric will be documented by number of publications distributed, unique website visits, and iOS/Android downloads (already being documented)
- Resources Leveraged for the Sierra Nevada – This metric will be documented by project funds from other sources, volunteer hours, and in-kind contributions which are already being leveraged and documented.
- Acres of Land Improved or Restored: This metric will record acres of land improved or restored including Natural Disaster Risk Reduction (Fire) documented by number of illegal fire-rings removed, and number of Risk Reduction messaging installed in focus-areas.

### Resolution or Authorization to Apply

**Project proponents are required to provide a copy of documentation authorizing them to apply for grant funding to the SNC. A project-specific governing board resolution is required for nonprofit organizations, tribes, and local government agencies. However, if the organization’s governing board has delegated authority to a specific officer to act on behalf of that organization, the officer may, in lieu of a resolution, submit a letter of authorization along with documentation of delegated authority. The documentation of delegated authority must include the language granting such authority and the date of the delegation.**

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

***Please limit the response to one paragraph or less.***

Mono County Board of Supervisors Authorized Resolution is scheduled for the Board of Supervisors meeting, March 1, 2022 and will be provided prior to Sierra Nevada Conservancy review.



**Sierra Nevada Watershed Improvement Program**  
**VIBRANT RECREATION AND TOURISM**  
**2020-2021**  
**PROPOSAL**



**Proposal Form Checklist**

Included	Not Applicable	Documentation
<b>Project Description</b>		
<input checked="" type="checkbox"/>		Proposal Form – please confirm all sections are complete
<input checked="" type="checkbox"/>		<ul style="list-style-type: none"> <li>• Project Map(s) in pdf format with boundaries of activities to be supported by SNC</li> <li>• Site Plan(s) identifying types and locations of treatments and activities within project area, if applicable.</li> <li>• Landscape Map(s) with approximate locations of larger project and/or nearby complementary activities, if applicable</li> </ul>
<input checked="" type="checkbox"/>		GIS files of project location
<input checked="" type="checkbox"/>		No more than 6 photographs of the project site, in one PDF document.
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter(s) of Support
<b>Land Tenure</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Signed Land Tenure Agreement(s) OR
<input type="checkbox"/>	<input type="checkbox"/>	Letter(s) from Landowner(s) stating intent to enter into agreement Required for implementation projects
<input type="checkbox"/>	<input type="checkbox"/>	Letter(s) of Support from Landowner(s) Required for planning projects
<b>Environmental Compliance</b>		
<input type="checkbox"/>	<input checked="" type="checkbox"/>	CEQA / NEPA documents <b>OR</b> online links included Required for implementation projects if CEQA/NEPA is complete
<input checked="" type="checkbox"/>	<input type="checkbox"/>	Letter from CEQA Lead Agency confirming intent to serve as Lead Required for implementation projects if CEQA is not yet complete
<input type="checkbox"/>	<input checked="" type="checkbox"/>	Letter(s) from agency(ies) completing CEQA / NEPA compliance confirming expected timeline for completion. Required for implementation projects if CEQA is not yet complete
<b>Additional Information</b>		
<input checked="" type="checkbox"/>	<input type="checkbox"/>	CCC / CALCC email confirmation of consultation Required for implementation projects
<input checked="" type="checkbox"/>		Authorization to Apply Required

**Other** (please list below)

- Authorized Resolution is agendized with the Mono County Board of Supervisors (March 1, 2022).



**Sierra Nevada Watershed Improvement Program  
VIBRANT RECREATION AND TOURISM  
2020-2021  
PROPOSAL**



- Challenge-Cost-Share-Agreement attached. Additional Land Tenure adendums provided as identified by SNC. Additional letters of support from agencies/partners provided as requested.
- CEQA is pending (Mono County lead agency has filed Notice of Exemption)

### Certification of Submission

<b>SNC Grant #</b>	1290-RT
<b>Applicant Organization</b>	Mono County
<b>Project Name</b>	Dispersed Camping Collaborative Action

Please complete the checklist on the previous page to confirm a complete application packet before signing the Certification below.

<b>CERTIFICATION OF SUBMISSION</b>	
By entering my name below, I certify that the information contained in this application is correct to the best of my knowledge and I am authorized to submit this application on behalf of this organization.	
<b>Name</b>	Tony Dublino
<b>Title</b>	Public Works Director
<b>Organization</b>	Mono County
<b>Date</b>	31-JAN-2022

**Signature Page  
State of California, Sierra Nevada Conservancy – GRANT AGREEMENT**

<b>GRANTEE NAME:</b>	[name]	
<b>PROJECT TITLE:</b>	[title]	
<b>AUTHORITY:</b>	California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 – Proposition 68 (Chapter 8.80110(b))	
<b>PROGRAM:</b>	Vibrant Recreation and Tourism Directed Grant Program	
<b>AGREEMENT NUMBER:</b>	[#####]	
<b>BOARD AWARD DATE:</b>	[Month Day, Year]	
<p><b>GRANT SUMMARY:</b> Under the terms and conditions of this Grant Agreement, the Grantee shall complete the Project described in Exhibit A. The Sierra Nevada Conservancy grants to the Grantee up to the total Grant amount specified below for eligible costs of the Project.</p> <p><b>KEY DEADLINES:</b></p> <p><u>Project Completion Date:</u> The Grantee shall complete the Project by January 1, 2027.</p> <p><u>Payment Request for Final Expenditures, Final Report, and Deliverables:</u> The Grantee shall, unless otherwise authorized by the SNC, submit a Payment Request for Final Expenditures, and all other final reports, documentation, and deliverables required by the “Project Completion” section of this Agreement, by February 15, 2027.</p> <p><u>Operation and Maintenance:</u> The Grantee shall operate, maintain, and use the Project site for 10 years, in accordance with Section E, Use of Land and Facilities.</p> <p><u>Monitoring Period:</u> The SNC has the right to monitor the Project site for 25 years following Project completion.</p> <p><u>Agreement Expiration:</u> This Agreement expires 25 years from the date of the Project completion letter issued by the SNC pursuant to the Project Completion section of this Agreement or January 1, 2052, whichever is sooner.</p>		
<p><b>PROJECT CONTACTS:</b> [name] is the Sierra Nevada Conservancy's designated Project Lead for this Grant. The Grantee's Authorized Representative is [name]</p>		
Total State Grant not to exceed	\$ [###]	(or eligible costs, whichever is less)
<b>All terms and conditions are set forth in the attached Grant Agreement, which is hereby executed as follows.</b>		
<b>GRANTEE [NAME]</b>		<b>STATE OF CALIFORNIA SIERRA NEVADA CONSERVANCY</b>

By (Signature):	By (Signature):
Name (Print):	Name (Print):
Title:	Title:
Date:	Date:
Organization Address:	Organization Address: 11521 Blocker Drive Suite 205 Auburn, CA 95603

template

**GRANT AGREEMENT**  
**State of California – Sierra Nevada Conservancy**

**Grantee Name:** [name]  
**Project Title:** [title]  
**Agreement Number:** [#####]  
**Authority:** California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 – Proposition 68 (Chapter 8.80110(b))  
**Program:** Sierra Nevada Conservancy  
Vibrant Recreation and Tourism Directed Grant Program

**SCOPE OF AGREEMENT**

Pursuant to Division 23.3 of the California Public Resources Code, the Sierra Nevada Conservancy hereby grants to **[Grantee Name]** (“Grantee”) a sum not to exceed **[amount in words]** dollars (**\$ ###**), subject to the terms and conditions of this Grant Agreement. Grantee shall use these funds to implement the Project identified in Exhibit A to this Agreement (Exhibit A), which is incorporated herein by reference and attached hereto. Exhibit A sets forth: (1) Project Scope and Activities, (2) Project Tasks and Timeline, (3) Project Budget, (4) Project Deliverables, and (5) Project Reporting Requirements.

In implementing this project, Grantee shall also abide by all CEQA requirements contained in Exhibit B to this Agreement (hereafter “Exhibit B”), which is incorporated herein by reference and attached hereto.

Grantee shall also implement this project consistent with the provisions of the Sierra Nevada Conservancy Vibrant Recreation & Tourism Grant Guidelines which are incorporated herein by reference and are available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019\\_SNC\\_RecreationAndTourism.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019_SNC_RecreationAndTourism.pdf) and the Fiscal Year 2020-2022 Companion Document for the Vibrant Recreation & Tourism Grant Guidelines which is incorporated herein by reference and is available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021\\_RecTourism\\_GuidelineCompanionDocument.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021_RecTourism_GuidelineCompanionDocument.pdf).

**TERMS AND CONDITIONS OF GRANT**

## Special Provisions

- A. CEQA Compliance special provisions, if needed. Including if additional CEQA documents are required before implementation can begin. Reference Exhibit B, CEQA document(s), if applicable.
- B. Additional special provisions if needed

## General Provisions

### A. Definitions

1. "Agreement" means this Grant Agreement and all exhibits incorporated in this Agreement by reference.
2. "Deliverables" means the items specified in Exhibit A, Project Deliverables.
3. "Effective Date" means the effective date of this Agreement, which is the date that this Agreement is signed by the Executive Officer, or designee, of the SNC.
4. "Grant Funds" mean the money provided by the Sierra Nevada Conservancy to the Grantee under this Agreement.
5. "Grant Guidelines" means the Sierra Nevada Conservancy Vibrant Recreation & Tourism Grant Guidelines which are incorporated herein by reference and are available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019\\_SNC\\_RecreationAndTourism.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/01/2019_SNC_RecreationAndTourism.pdf) and the Fiscal Year 2020-2022 Companion Document for the Vibrant Recreation & Tourism Grant Guidelines which is incorporated herein by reference and is available at [https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021\\_RecTourism\\_GuidelineCompanionDocument.pdf](https://sierranevada.ca.gov/wp-content/uploads/sites/326/2020/07/2020-2021_RecTourism_GuidelineCompanionDocument.pdf).
6. "Grantee" means the entity identified as the Grantee on page 1 of this Agreement.
7. "Project" means the Project described in Exhibit A.
8. "Project Budget" means the Grantee's approved expenses for completion of the Project as described in Exhibit A, Project Budget.
9. "Project Completion Date" means the date by which all project implementation work must be complete, as specified under Key Deadlines on page 1 of this Agreement. Please note that this may be a later date than the anticipated project completion set forth in Exhibit A.
10. "Project Tasks and Timeline" means the Grantee's intended schedule for completing the Project as set forth in Exhibit A, Project Tasks and Timeline.



11. "SNC" means the Sierra Nevada Conservancy, an agency of the State of California.
12. "State" means the State of California.

## B. Term of Agreement

This Agreement runs from the Effective Date through the Agreement Expiration date as identified under Key Deadlines on page 1 of this Agreement, unless terminated or amended as provided in this Agreement.

## C. Project Implementation

1. Grantee shall complete the Project in accordance with the Project Scope and Activities, Project Tasks and Timeline, and Project Budget set forth in Exhibit A, by the Project Completion Date.
2. Grantee shall submit all Deliverables and reports specified in Exhibit A in accordance with the deadlines set forth in Exhibit A. SNC may either delay disbursement of or withhold Grant Funds if Grantee fails to submit required deliverables or reports by the deadlines specified in Exhibit A. Progress reports must be submitted using the Progress Report Template Form, which is available from the SNC Project Lead. Final reports must use the Final Report Template Form, which is available from the SNC Project Lead.
3. Grantee shall furnish any and all additional funds that may be necessary to complete the Project.
4. Work done under this Agreement may be subject to the prevailing wage and other related requirements of the California Labor Code, Division 2, Part 7, Chapter 1, sections 1720-1861. If required by law to do so, Grantee shall pay prevailing wage to all persons employed in the performance of any part of the Project and otherwise comply with all associated requirements and obligations. Grantee shall review applicable statutory provisions and the regulations adopted under the provisions, and the information available on the Department of Industrial Relations web site: <http://www.dir.ca.gov/public-works/publicworks.html> to determine its responsibilities.
5. Grantee shall comply with the California Environmental Quality Act (CEQA) (Public Resources Code, Section 21000, et seq. and Title 14, Division 6, Chapter 3 of the California Code of Regulations, Section 15000 et seq.) and all other local, State, and federal environmental laws. A copy of certified CEQA documents must be provided to SNC before implementing any activities that could directly impact the environment.
  - a. **USE IF SPECIFIC CEQA REQUIREMENTS ARE INCLUDED** CEQA compliance required per Section C.5. includes implementing the project in accordance with [CEQA document title, date, and SCH number and (if

applicable) the adopted Mitigation Monitoring and Reporting Program (MMRP) Form] [included as Exhibit B in this agreement – *only include if it is an SNC document.*].

#### D. Publicity and Acknowledgment

1. Unless otherwise agreed upon in writing between the parties, Grantee shall acknowledge SNC support of the Project in any publications, studies, or reports that are made possible by or derived in whole or in part from this Project, and any news articles, brochures, seminars, or other promotional materials or media through which it publicizes the Project. Grantee shall acknowledge SNC's support in the following manner, where feasible: "Funding for this project has been provided by the Sierra Nevada Conservancy, an agency of the State of California, under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68)"
2. Grantee shall install one or more signs on the Project site, or other location as appropriate, identifying the Project, displaying SNC's logo, and acknowledging SNC assistance. The signage shall also acknowledge funding under the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 (Proposition 68) by using the official logo prepared by the California Natural Resources Agency, which SNC has available in various file formats. Grantee shall use the acknowledgement language as it appears in paragraph 1 above. Prior to placing signage, Grantee shall submit a sign plan, for SNC review and approval, that describes the number, design, location, and wording of the required signage. SNC will withhold final disbursement until the signage is installed in accordance with the approved sign plan.

#### E. Use of Land and Facilities

1. During Project implementation, Grantee shall maintain a written agreement with the owner of the Project site sufficient to enable the Grantee to complete the Project in accordance with this Agreement.
2. Grantee shall ensure that the Project site is maintained, operated, and used consistent with the Project purposes for a minimum period of 10 years from the effective date of this Agreement, and that SNC is allowed access to the Project site for monitoring purposes through the Agreement Expiration date specified under Key Deadlines on page 1 of this Agreement. Grantee shall submit evidence to SNC demonstrating that Grantee has obtained rights to comply with the requirements of this subparagraph. If the Project site is sold or otherwise transferred, Grantee shall notify SNC and shall attempt to obtain an agreement with the new landowner enabling Grantee to comply with its obligations under this subparagraph.
3. The Grantee shall not use or allow the use of the Project for mitigation without the written permission of the SNC.

## F. Site Inspection and Monitoring

1. During Project implementation, Grantee shall provide SNC with access to the Project site upon Grantee's confirmed receipt of SNC's request for access.
2. Following completion of the Project, for the duration of the Agreement, SNC has the right to inspect the Project site to ascertain compliance with this Agreement and for monitoring purposes.

## G. Use and Format of Deliverables

1. All material, data, information, and written, graphic or other work produced, developed, or acquired with Grant Funds, as set forth in Exhibit A, Project Deliverables is subject to the unqualified and unconditional right of SNC to use, reproduce, publish, display, and make derivative use of all such work, or any part of it, free of charge and in any manner and for any purpose; and to authorize others to do so. If any of the work is subject to copyright, trademark, service mark, or patent, SNC is hereby granted and shall have a perpetual, royalty-free, nonexclusive and irrevocable license to use, reproduce, publish, use in the creation of derivative works, and display and perform the work, or any part of it, and to grant to any third party a comparable and coextensive sublicense. Grantee shall include in any contract with a third party for work under this Agreement terms that preserve the rights, interests, and obligations created by this section, and that identify SNC as a third-party beneficiary of those provisions. Grantee shall not utilize the work produced under this Agreement for any profit-making venture, or sell or grant rights to a third party for that purpose.
2. Grantee shall submit all electronic data collected and created under this Agreement to SNC. A condition of final payment under this Agreement includes delivery of all related data in the format requested. SNC reserves the right to conduct technical review of interim or final Project deliverables prior to making reimbursement or final payments.
3. Grantee shall submit all data required by this Agreement in one or more of the following formats, as applicable:
  - a. Tabular data: Excel spreadsheets, Access Databases, or Comma, Space, Value (CSV) are acceptable for all tabular data that does not include spatial references associated with a latitude/longitude, mapped boundary, or imagery/raster/data used in remote sensing.
  - b. Spatial data: [ESRI](https://wildlife.ca.gov/Data/BIOS/Metadata)-useable format, meaning the data must have a spatial reference (coordinate system-geographic or projected, and a spatial extent) and include metadata, at minimum in accordance with Biogeographic Information and Observation System (BIOS) metadata standards (<https://wildlife.ca.gov/Data/BIOS/Metadata>) or one of the metadata styles

referenced by ESRI (<http://desktop.arcgis.com/en/desktop/latest/manage-data/metadata/metadata-standards-and-styles.htm>). Grantee acknowledges that SNC will enter spatial data into BIOS, where applicable.

#### H. Adjustment of Funds Among Budget Items

Except as otherwise provided herein, the Grantee shall expend Grant Funds in accordance with the Project Budget as described in Exhibit A. Grantee may exceed the total dollars of a category in the Project Budget by up to 10 percent provided that: 1) there is a corresponding decrease of funds in another category, 2) Grantee informs SNC of the categories to be increased and decreased, 3) Grantee reflects the adjusted amounts in all subsequent requests for disbursement and in reports required by Exhibit A, 4) the overall budget remains unchanged, and 5) the adjustment does not adversely affect Project completion. Any cumulative increase in a category or transfer between categories of more than 10 percent from the original budget in the amount of a category must be approved in advance in writing by SNC. Funds may not be transferred to increase total dollars in the Administrative Costs indirect budget category.

#### I. Payment Process and Documentation

1. All costs to be covered by Grant Funds must be eligible costs, as specified in the Eligible Costs section on page 7 of the Grant Guidelines
2. SNC will disburse Grant Funds to Grantee for eligible costs of the Project incurred by Grantee to date on a reimbursement basis, less 10 percent, upon Grantee's submission of a Request for Payment and upon Grantee's satisfactory progress toward completion of the Project. SNC will disburse the cumulative 10 percent retention as provided in the Project Completion section of this Agreement. SNC may, in its sole discretion, waive the 10 percent retention.
3. Eligible costs of the Project are limited to expenses necessary to the Project, when documented by appropriate receipts. Hourly rates billed to SNC and specified in the Project Budget shall be equal to the actual compensation paid by Grantee to employees, which may include employee benefits. SNC will reimburse travel and related expenses at actual costs not to exceed the rates provided in Title 2, Division 1, Chapter 3, Subchapter 1, Article 2 of the California Code of Regulations (CCR), except that reimbursement may be in excess of these rates upon documentation that these rates are not reasonably available to Grantee. Reimbursement for the cost of operating a private vehicle shall not, under any circumstance, exceed the current rate specified by the State of California for unrepresented State employees as of the date the cost is incurred. SNC will reimburse Grantee for other necessary expenses if those expenses are reasonable in nature and amount, taking into account the nature of the Project, its location, and other relevant factors.

4. Grantee shall submit all requests for payments using a completed Request for Payment Form, which is available from the SNC Project Lead.
5. The Request for Payment form must be accompanied by: a) an itemized list of all expenditures according to the categories specified in the Project Budget, and b) supporting documentation that clearly identifies the expenditure(s) in relation to the categories specified in the Project Budget. Requests for Payment may not be submitted more often than monthly.
6. Any Request for Payment that is submitted without the required itemization and documentation will not be authorized for payment. If the payment request package is incomplete, inadequate, or inaccurate, SNC will dispute the invoice for reasonable cause and hold all or a portion of the payment request until all required information is received or corrected. Any penalties imposed on the Grantee by a contractor, or other consequence because of delays in payment or other breach of the Agreement between the Grantee and the contractor, are the responsibility of the Grantee and are not reimbursable under this Agreement.
7. SNC is not obligated to pay for any costs incurred by Grantee prior to the Effective Date of this Agreement.
8. SNC is not obligated to pay any Request for Payment unless the Grantee is in compliance with all deadlines for submission of status reports required by Exhibit A.

#### J. Advances of Grant Funds

1. If SNC determines, in its sole discretion, that compelling need warrants payment of Grant Funds in advance, SNC may pay Grantee up to three (3) advance payments of Grant Funds, provided that SNC will not authorize an advance to a State agency or a joint powers authority created by an agreement to which the State is a party.
2. No advance payment will exceed an amount equal to 30 percent of the total Grant Funds awarded by this Agreement. After the first advance, SNC will not provide a subsequent advance unless Grantee has expended the entire amount of the prior advance(s) and is in compliance with all requirements of this Agreement.
3. SNC will only consider a request for advance funds that is submitted on a completed Advance Request Form, which is available from the SNC project Lead.
4. Grantee shall deposit advanced Grant Funds in a separate interest-bearing account. Grantee shall use all advanced Grant Funds and all interest earned on the Grant Funds solely for the Project.

5. To document expenditure of advanced Grant Funds, Grantee shall, no later than 90 days after each withdrawal of advanced funds, submit to SNC a completed Request for Payment for the amount withdrawn, containing all information required by the Payment Process and Documentation section of this Agreement.
6. SNC will use the following process for purposes of providing a 10 percent retention for advanced funds. After providing the first advance of Grant Funds, SNC will not provide a second advance until Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the advance amount. After providing the second advance of Grant Funds, SNC will not provide a third advance until the Grantee has expended the entire amount of advanced funds, plus non-SNC funds in an amount equal to 10 percent of the total amount of funds advanced to date. After providing a third advance, SNC will not disburse any additional Grant Funds until Grantee has completed the Project and complied with the Project Completion section of this Agreement. If Grantee requests only one or two advance payments, SNC will determine how to provide for the 10 percent retention for the advanced amounts.
7. Within 30 days after completion of the Project or the Project Completion Date, whichever is sooner, Grantee shall return to SNC any advanced Grant Funds plus any interest earned that has not been expended.

K. Project Completion

1. Within 60 days of the completion of the Project, or by the deadline specified on the signature page for submittal of the Payment Request for Final Expenditures, whichever is sooner, Grantee shall submit all of the following:
  - a. All deliverables as specified in Exhibit A.
  - b. A Request for Payment for final expenditures, with all required supporting documentation.
  - c. A Progress Report addressing the duration of time since the last submitted Progress Report (up to 6 months).
  - d. A Final Report including reporting on performance measures.
  - e. An Equipment Closeout form, if applicable. All equipment purchased using grant funds will be identified as part of the project closeout process, and SNC will make a determination on the disposition of the purchased equipment.
  - f. Any other documentation or submittals required by Exhibit A.

g. Evidence that a sign or signs have been installed consistent with Section D. Publicity and Acknowledgement, above.

h. Photographs documenting completion of the project.

2. Following the receipt of the items specified in paragraph 1., above, SNC staff, in coordination with the Grantee, may conduct a site visit to ascertain compliance with this Agreement.

3. Following receipt of the items specified in paragraph 1., above and completion of any site visit mentioned in paragraph 2., above, SNC will reconcile the Project's financial reporting and prepare a Retention Request and Project Closeout Request Form (Project Closeout Form). The Project Closeout Form must be reviewed and signed by the Grantee and returned by the date indicated by SNC staff in order to receive any retained funds. Release of retention is contingent upon SNC's determination that Grantee has satisfactorily completed the Project.

4. SNC shall return the approved Project Closeout Form to the Grantee and the Project shall be deemed completed as of the date SNC signed the Project Closeout Form.

#### L. Agreement Termination/Failure to Perform

1. Prior to the completion of the Project, SNC may suspend or terminate this Agreement by providing Grantee with seven (7) days advance written notice.

2. If SNC suspends or terminates this Agreement prior to the Project Completion Date, Grantee shall immediately stop all work and take all reasonable measures to prevent further costs to the SNC hereunder. SNC shall be responsible for any reasonable and non-cancelable obligations incurred by the Grantee under this Agreement prior to the date of the notice to suspend or terminate, but only up to the undisbursed balance of the Grant Funds.

3. If Grantee fails to complete the Project in accordance with the terms of this Agreement, Grantee shall be liable for immediate repayment to the SNC of all amounts disbursed by the SNC under this Agreement, plus accrued interest. Interest shall be calculated at the rate(s) earned by the State's Pooled Money Investment Account from the date of disbursement to the date of repayment, compounded monthly. The SNC may, in its sole discretion, consider extenuating circumstances and may waive Grantee's obligation to repay, in whole or in part. This paragraph shall not be deemed to limit any other remedies the SNC may have for Grantee's failure to complete the Project in accordance with the terms of this Agreement.

#### M. Records Retention

1. The Grantee shall keep separate and complete financial records relating to this Agreement, including evidence sufficient to reflect the receipt, deposit, and disbursement of all funds related to the Project.
2. Grantee shall maintain the financial records in sufficient detail to provide an audit trail that will permit tracing transactions from support documentation to the accounting records to the financial reports and billings.
3. The financial records required to be retained include all books of original entry, source documents supporting accounting transactions, the general ledger, subsidiary ledgers, personnel and payroll records, canceled checks, and related documents and records. Source documents include copies of all awards, applications, and required financial and narrative reports. Personnel and payroll records shall include the time and attendance reports for all individuals who are compensated or reimbursed under the Grant, whether they are employed full-time or part-time. Time-and-effort reports are also required for consultants and contractors.
4. Grantee shall require its contractors and consultants to maintain adequate supporting documentation in sufficient detail to provide an audit trail that will permit tracing transactions from the invoices to the financial statement to the accounting records to the supporting documentation.
5. Grantee shall use applicable Generally Accepted Accounting Principles published by the American Institute of Certified Public Accountants.
6. The financial records required to be maintained by this Agreement shall be retained for a minimum of three (3) years following the final disbursement by SNC and the final year to which the particular records pertain.
7. All records associated with the maintenance and operation period described in Section E. Use of Land and Facilities, above, shall be retained through expiration of this Agreement. Examples of such records include, but are not limited to, site monitoring reports, photographs, invoices for contracted work, payroll records for staff work associated with maintenance of the site, volunteer time logs, and Project logs identifying the type and frequency of maintenance treatments.

#### N. Audit Requirements

1. SNC may review, obtain, and copy all records required to be retained by this Agreement and all other records relating to Grantee's performance under this Agreement. Grantee shall provide SNC or its agents with any relevant information requested and shall permit SNC or its agents access to the Grantee's premises upon reasonable notice, during normal business hours, to interview employees and inspect and copy books, records, accounts, and other material that may be relevant to a matter under investigation, for the purpose of



determining compliance with this Agreement and any applicable laws and regulations.

2. At any time, the SNC may disallow all or part of the cost of any activity or action which it determines to be out of compliance with the terms and conditions of this Agreement.
3. This Agreement, the Project, and records required to be retained by this Agreement are subject to examination and audit by the State of California, including but not limited to the Secretary of the Resources Agency, the Department of Finance, and the State Auditor during the records retention period specified in Section M.6. Records Retention, above.

O. Assignment

Except as expressly provided by written agreement between the SNC and the Grantee, this Agreement is not assignable by the Grantee either in whole or in part.

P. No Agency Agreement

In entering into and carrying out this Agreement, the Grantee, its officers, directors, employees, agents, and representatives, is each acting in an independent capacity and not as a partner, member, director, officer, agent, employee, or representative of SNC or the State.

Q. Liability

1. Grantee shall indemnify, protect and hold harmless SNC, the State, and their respective members directors, officers, agents, and employees (each an "Indemnified Party"), from and against any and all claims, demands, damages, liabilities, losses, costs (including attorneys' fees) and expenses (collectively, "Claims") arising out of, connected with or incident to this Agreement except that Grantee shall have no obligation to indemnify or hold harmless an Indemnified Party for Claims caused by the negligent or wrongful act of that Indemnified Party.
2. If Grantee is a public entity, Grantee waives any right to contribution and indemnity from the SNC and/or the State of California arising under Government Code Sections 895.2 and 895.6 in connection with this Agreement.
3. Grantee waives any and all rights to any express or implied indemnity or right of contribution from an Indemnified Party for any liability arising out of, connected with, or incident to this Agreement, except such liability as results from the negligent or wrongful act of an Indemnified Party.
4. Enforcement of the terms of this Agreement by SNC shall be at the discretion of SNC, and any forbearance by SNC to exercise its rights under this Agreement shall not be deemed or construed to be a waiver of such term or of any subsequent

breach of the same or any other term of this Agreement or any of the rights of SNC under it.

#### R. Nondiscrimination

1. During the performance of this Agreement, Grantee and its contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition, genetic information, gender, gender identity, gender expression, marital status, age, sexual orientation, military and veteran status, or because of use of family-care leave, medical-care leave, or pregnancy-disability leave (Government Code section 12940). Grantee and its contractors also shall not unlawfully deny a request for, or take unlawful action against, any individual because of the exercise of rights related to family-care leave (Government Code sections 12945.1 and 12945.2). Grantee and its contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination, harassment, and unlawful acts.
2. Consistent with Government Code section 11135, Grantee shall ensure that no one, on the basis of race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, genetic information, or disability, is unlawfully denied full and equal access to the benefits of, or is unlawfully subjected to discrimination under, the work funded by SNC under this Agreement.
3. Pursuant to Government Code section 12990, the Grantee and its contractors shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900 et seq.) and the applicable regulations (California Code of Regulations Title 2, section 7285.0 et seq.). The regulations of the Fair Employment and Housing Commission regarding Contractor Nondiscrimination and Compliance (Chapter 5 of Division 4 of Title 2 of the California Code of Regulations) are incorporated into this Agreement by this reference.
4. Grantee and its contractors shall give written notice of their obligations under this non-discrimination clause to labor organizations with which they have a collective bargaining or other agreement and shall post in conspicuous places available to employees and applicants for employment, notice setting forth the provisions of this section. Grantee shall also include the non-discrimination provisions of this Agreement in all contracts related to the Project.

#### S. Drug-Free Workplace Certification

By signing this Agreement, Grantee certifies that it will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code §8350 et seq.) and will provide a drug-free workplace.

T. Certification of No Air or Water Pollution Violation

By signing this Agreement, Grantee shall not be and certifies that it is not: (1) in violation of any order or resolution not subject to review promulgated by the California Air Resources Board or an air pollution control district; (2) subject to a cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

U. Computer Software

By signing this Agreement, Grantee certifies that it has instituted and will employ systems and controls appropriate to ensure that, in the performance of this Agreement, grant funds will not be used for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

V. Unionizing

By signing this Agreement, Grantee certifies that no Grant Funds will be used to assist, promote, or deter union organizing. If Grantee makes expenditures to assist, promote, or deter union organizing, Grantee shall maintain records sufficient to show that no State funds were used for those expenditures. Grantee shall provide those records to the Attorney General upon request, as provided in Government Code section 16645.2.

W. Severability

If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement that can be given effect without the invalid provision or application, and to this end, the provisions of this Agreement are severable.

X. Waiver

No term or provision hereof will be considered waived by either party, and no breach is excused or consented to by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No express or implied consent by either party to, waiver of, or failure of a party to enforce its rights with respect to a breach by the other party shall constitute consent to, or waiver of, any subsequent or other breach by the other party.

Y. Time of the Essence

Time is of the essence with respect to the Project Completion Date. With respect to all other dates set forth therein, Grantee shall use best efforts to accomplish the tasks by the specified dates.

Z. Entire Agreement and Amendment

This Agreement, including the attached exhibits, constitutes the entire Agreement between the parties hereto relating to the Project. No amendment to this Agreement will be valid unless made in writing and signed by Grantee and SNC. Any request by the Grantee for amendments must be in writing stating the amendment request and reason for the request.

AA. Locus

This Grant is governed by and shall be interpreted in accordance with the laws of the State of California. SNC and Grantee hereby agree that any action arising out of this Grant Agreement shall be filed and maintained in the Superior Court in and for the County of Placer, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Grant Agreement.

BB. Non-Availability of Funds

Disbursement of Grant Funds to Grantee under this Grant Agreement is contingent upon the availability of funds appropriated through the State budget process. If SNC funding for the Vibrant Recreation and Tourism Directed Grant Program for any fiscal year is reduced or eliminated, SNC shall have the option to either terminate this Agreement with no liability occurring to SNC or, if possible and desirable, to offer an Agreement amendment to Grantee to reflect the reduced amount available for the project.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Public Works**

**TIME REQUIRED**

**SUBJECT** Off-Highway Motor Vehicle Grant for  
Restoration Activities

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

Request for Authorization to apply for grant funds from the California Off-Highway Motor Vehicle Recreation Division, for off-highway vehicle restoration efforts. State Parks OHMVR Division funding is provided from fuel taxes which are attributable to the recreational use of vehicles off highway, OHV registration fees (commonly referred to as "California Green Sticker" registration), and fees collected at State Vehicular Recreation Areas. These revenues are used for acquisition of new OHV areas, development and operation of existing OHV areas, enforcement of rules and regulations, and protection of natural resources.

---

### RECOMMENDED ACTION:

- 1) Adopt proposed Resolution authorizing the filing of an application for CA State Parks Off Highway Motor Vehicle Recreation (OHMVR) Division grant funding for Off-Highway Vehicle (OHV) "Restoration" activities in Mono County. The three-year restoration grant will not exceed \$374,275, which includes \$329,357 of grant funding and \$44,918 of local matching funds.
- 2) Find that the activity is exempt from review under the California Environmental Quality Act under 14 CCR 15301(c) (Minor Alterations to Land) and direct staff to file the prepared Notice of Exemption.

---

### FISCAL IMPACT:

No fiscal impact. The grant carries a 10% match requirement that will be met with a variety of local agency contributions - the County's contribution will be in-kind staff.

---

**CONTACT NAME:** Matt Paruolo, Eastern Sierra Recreation Coordinator

**PHONE/EMAIL:** 760.616.4054 / mparuolo@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="#">CEQA NOE</a>
<a href="#">Letter of Support</a>
<a href="#">Letter of Support</a>
<a href="#">Letter of Support</a>
<a href="#">Application</a>
<a href="#">Application</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/12/2022 7:21 AM	County Counsel	Yes
5/12/2022 4:14 PM	Finance	Yes
5/13/2022 4:39 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

To: Honorable Board of Supervisors

From: Matthew Paruolo, Eastern Sierra Sustainable Recreation Coordinator

Date: May 17, 2022

Subject: Off Highway Motor Vehicle Recreation Division – CA State Parks Grant

## Recommended Actions

1. Adopt proposed Resolution authorizing the filing of an application for CA State Parks Off Highway Motor Vehicle Recreation (OHMVR) Division grant funding for Off-Highway Vehicle (OHV) “Restoration” activities in Mono County. The three-year restoration grant will not exceed \$374,274.50.
2. Find that the activity is exempt from review under the California Environmental Quality Act under 14 CCR 15301(c) (Minor Alterations to Land) and direct staff to file the prepared Notice of Exemption.

## Fiscal Impact

No fiscal impact. The grant carries a 10% match requirement that will be met with a variety of local agency contributions - the County’s contribution will be in-kind staff.

## Discussion

State Parks OHMVR Division funding is provided from fuel taxes which are attributable to the recreational use of vehicles off highway, OHV registration fees (commonly referred to as “California Green Sticker” registration), and fees collected at State Vehicular Recreation Areas. These revenues are used for acquisition of new OHV areas, development and operation of existing OHV areas, enforcement of rules and regulations, and protection of natural resources.

Mono County has submitted a preliminary application for grant funding with CA State Parks Off Highway Motor Vehicle Recreation Division to assist with Off Highway Vehicle (OHV) restoration activities in Mono County. There is a vast network of legal OHV riding opportunities, OHV system roads and trails, and unauthorized OHV routes throughout Mono County, sprawled across multiple jurisdictions and adjoining local communities and protected natural areas which requires close interagency coordination to manage, monitor, and maintain. Mono County operates under a number of Cooperative Agreements with land-management units to ensure that these resources and recreational values are maintained, and to preserve legal OHV riding opportunities through leveraging regional federal/state and non-profit/private resources. Many of these road systems intersect adjoining counties (Alpine, Inyo), and connect to OHV riding opportunities located in Eastern Nevada.

Grant funding will be used to supplement Off Highway Vehicle (OHV) related restoration activities on, adjoining, and abutting Mono County maintained road miles, and on lands managed by Humboldt-Toiyabe National Forest, Inyo National Forest, and the Bureau of Land Management, Bishop Field Office. Desired outcomes of this application for funding are critical to preserving the County’s OHV riding opportunities and protecting natural resources impacted by OHV trespass on unauthorized routes. The project will focus on providing GIS (digital) and traditional (printed) mapping/educational products to protect natural and cultural



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

resources and prevent trespass; blocking of unauthorized routes and active restoration of areas impacted by OHV trespass; and maintaining and installing regulatory and educational signs and kiosks to prevent trespass. Funding will be used to coordinate, monitor, and implement these restoration strategies in partnership with regional land-management agencies to meet a spectrum of OHV and restoration related needs in Mono County and to maintain sustainable opportunities for outdoor recreation and legal OHV use.

Total project costs over a three-year period are estimated to be \$374,274.50 of which, \$44,917.50 of in-kind match, or approximately 12% has been identified. This is in excess of the grant's minimum 10% match requirement, intended to increase the project's competitiveness, and will be met by in-kind contribution by Mono County staff, Town of Mammoth Lakes in-kind contributions, and existing geothermal and other non-appropriated funding mechanisms allocated within the existing Sustainable Recreation Division budget.

### **California Environmental Quality Act (CEQA)**

Activities associated with this project qualify as a Categorical Exemption under CCR 15301(c) (Minor Alterations to Land). This class consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. This project is intended to improve existing conditions to restore forested and other natural areas to an untrammelled condition by restoring areas impacted by OHV trespass and installing restoration/regulatory/educational related signage to protect and restore these resources.

The California State Parks Off-Highway Motor Vehicle Recreation Division has requested a governing body resolution for participation in the Off-Highway Vehicle (OHV) grant. The resolution should specifically identify the Mono County Public Works Director to administer and sign documents related to the OHV Restoration Grant. A draft Resolution is attached with this item.

Please direct questions about this report to the Eastern Sierra Sustainable Recreation Coordinator;  
[mparuolo@mono.ca.gov](mailto:mparuolo@mono.ca.gov); 760.616.4504

Sincerely,

Matthew Paruolo  
Eastern Sierra Sustainable Recreation Coordinator  
[mparuolo@mono.ca.gov](mailto:mparuolo@mono.ca.gov)  
760.616.4054

### Attachments:

Proposed Resolution

Draft CEQA NOE

Exhibit A – OHVMR Division – “General Requirements” (Preliminary Application)

Exhibit B – OHMVR Division – “Restoration” (Preliminary Application)

Exhibit C – Letters of Support: Humboldt-Toiyabe and Inyo National Forests, Bureau of Land Management





R22-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING THE APPLICATION FOR STATE OF  
CALIFORNIA, DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY  
VEHICLE GRANT FUNDS**

**WHEREAS**, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

**WHEREAS**, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

**WHEREAS**, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval to receive grant funding from the Off-Highway Motor Vehicle Grant funds; and

**WHEREAS**, this Project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the Project;

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

1. Approves the receiving of grant funding from the Off-Highway Vehicle Grant or Cooperative Agreement Program; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and

1 7. Certifies that the public and adjacent property owners have been notified of this Project  
2 (as applicable); and

3 8. Appoints the Director of Public Works as agent to conduct all negotiations, execute  
4 and submit all documents including, but not limited to Applications, agreements, amendments,  
5 payment requests and so on, which may be necessary for completion of the Project.

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

- 8 **AYES:**
- 9 **NOES:**
- 10 **ABSENT:**
- 11 **ABSTAIN:**

12 \_\_\_\_\_  
13 Bob Gardner, Chair  
14 Mono County Board of Supervisors

15 ATTEST:

APPROVED AS TO FORM:

16 \_\_\_\_\_  
17 Clerk of the Board

18 \_\_\_\_\_  
19 County Counsel



## NOTICE OF EXEMPTION

**TO:**  Office of Planning and Research  
PO Box 3044  
Sacramento, CA 95812-3044

County Clerk / County of Mono  
PO Box 237  
Bridgeport, CA 93517

**FROM:** Mono County Community Development  
PO Box 8  
Bridgeport, CA 93517

**Project Title:** Mono County Off-Highway Vehicle (OHV) Restoration  
**Project Applicant:** Mono County  
**Project Location - Specific:** Mono County (county wide)  
**Project Location - City:** N/A  
**Project Location - County:** Mono

### Description of Nature, Purpose, and Beneficiaries of Project:

This project will restore areas impacted by illegal Off-Highway Vehicle (OHV) activities on unauthorized routes and will install regulatory/restoration signage in prior-disturbed areas to confine OHV use to authorized routes. This project will improve sustainable recreation/OHV opportunities by restoring natural areas and resources that have been negatively impacted by OHV trespass and preserving legal OHV riding opportunities. Methods include rock-armoring/delineating legal OHV routes, vertical mulching, grubbing, and restoring unauthorized routes to promote natural regeneration, and maintaining/installing erosion control structures, fencing, barricades, and/or seasonal-closure gates to prohibit trespass and protect natural and cultural resources. This project will benefit recreationists by preserving legal OHV riding opportunities; will reduce maintenance activities on roads designated suitable for use by "street legal vehicles only"; and will protect natural/cultural resources impacted by unauthorized activities. Signage and mapping products will be developed and implemented to support these outcomes. Project activities will be funded in part by CA State Parks Off-Highway Motor Vehicle Recreation Division "Restoration" grant funding (pending award).

**Name of Public Agency Approving Project:** Mono County

### Exempt Status: *(check one)*

- Not a Project & No Effects (Sec. 15378(b)(4); 15061(b)(3))
- Ministerial (Sec. 21080(b)(1); 15268);
- Declared Emergency (Sec. 21080(b)(3); 15269(a));
- Emergency Project (Sec. 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: 15301(c) – Class 4: Minor Alterations to Land
- Statutory Exemptions. State code number:
- Project Consistent with a Community Plan, General Plan, or Zoning (15183)

### Reasons why project is exempt:

The project qualifies as Categorical Exemption 15301 – Class 4: Minor Alterations to Land. This class consists of minor public or private alterations in the condition of land, water, and/or vegetation which do not involve removal of healthy, mature, scenic trees except for forestry and agricultural purposes. This project is intended to improve existing conditions to restore forested and natural areas to an untrammelled condition by confining these activities to authorized routes and restoring areas impacted by OHV trespass.

**Lead Agency Contact Person:** *Tony Dublino*

**Area Code/Telephone/Extension:** *(760) 932-5440*

If filed by applicant:

1. Attach certified document of exemption finding
2. Has a Notice of Exemption been filed by the public agency approving the project?  **Yes**  **No**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_ Title: \_\_\_\_\_

Signed by Lead Agency  Signed by Applicant



# United States Department of the Interior



BUREAU OF LAND MANAGEMENT  
Bishop Field Office  
351 Pacu Lane, Suite 100  
Bishop, CA 93514  
[www.blm.gov/office/bishop-field-office](http://www.blm.gov/office/bishop-field-office)

February 18, 2022

8340 (P)  
CA170.303

Matthew Paruolo  
Eastern Sierra Sustainable Recreation Coordinator  
74 N. School Street  
Bridgeport, CA 93517

Subject: BLM Support for Mono County California State Parks Off-Highway Motor Vehicle Recreation (OHMVR) Division for Off-Highway-Vehicle (OHV), Grants and Cooperative Agreements 2022 “Restoration” grant application

Dear Mr. Paruolo,

I am writing on behalf of the Bureau of Land Management (BLM) Bishop Field Office to express strong support to Mono County’s grant application for funding from the California State Parks Off-Highway Motor Vehicle Recreation (OHMVR) Division for Off-Highway-Vehicle (OHV) restoration related outcomes. I find that the project deliverables of your application will complement the efforts of the restoration grant project that the BLM Bishop Field Office is applying for. Your application also addresses the land management and public service objectives of the BLM by preserving legal OHV routes, closing unauthorized routes, and providing signage and mapping products with the purpose of restoring areas where important environmental resources are present including botany, wildlife, viewsheds and cultural artifacts.

The Grants and Cooperative Agreements 2022 “Restoration” grant will allow continued coordination between Mono County and BLM to provide services critical to preserving quality OHV recreation opportunities and restoring those areas impacted by unauthorized OHV use.

In closing, the BLM strongly supports and continues to be a steadfast partner committed to successfully managing the OHV program. Thank you for your continued and valuable partnership with the BLM Bishop Field Office. If you have additional questions please contact Sara Coffman, Planning & Environmental Specialist, Bishop Field Office, at [scoffman@blm.gov](mailto:scoffman@blm.gov) or (760) 872-5033.

Sincerely,

Sherri Lisius  
Acting Field Manager

CC:  
Tony Dublino, Mono County Public Works Director

**File Code:** 1580

**Date:** March 2, 2022

Matthew Paruolo  
Eastern Sierra Sustainable Recreation Coordinator  
74 N. School Street  
Bridgeport, CA 93517

Dear Mr. Paruolo:

The purpose of this letter is to provide our support to Mono County's application for funding from the CA State Parks Off-Highway Motor Vehicle Recreation (OHMVR) Division for Off-Highway Vehicle (OHV) restoration related outcomes in the Inyo National Forest. I find that the project deliverables of your application address the land management and public service objectives of Inyo National Forest by preserving legal OHV routes, closing unauthorized routes, and providing signage and mapping products with the purpose of restoring areas where important environmental resources are present – including botany, wildlife, viewsheds, and cultural artifacts.

The proposed grant will also support continued coordination between the County of Mono and Inyo National Forest to provide services critical to preserving quality OHV recreation opportunities and restoring those areas impacted by unauthorized OHV use.

Thank you for your continued and valuable partnership with Inyo National Forest. If you have additional questions, please contact Adam Barnett, Public Services Staff Officer, at [adam.barnett@usda.gov](mailto:adam.barnett@usda.gov) or 760-873-2461.

Sincerely,

Acting For  
LESLEY YEN  
Forest Supervisor

CC: Tony Dublino, Mono County Public Works Director



**Date:** February 19, 2022

Matthew Paruolo  
Eastern Sierra Sustainable Recreation Coordinator  
Mono County  
760-616-4054

Dear Mr. Paruolo:

The purpose of this letter is to provide our support to Mono County's application for funding from the CA State Parks Off-Highway Motor Vehicle Recreation (OHMVR) Division for Off-Highway-Vehicle (OHV) restoration related outcomes in the Bridgeport Ranger District of Humboldt-Toiyabe National Forest. I find that the project deliverables of your application address the land management and public service objectives of Humboldt Toiyabe National Forest by preserving legal OHV routes, closing unauthorized routes, and providing signage and mapping products with the purpose of restoring areas where important environmental resources are present – including botany, wildlife, viewsheds and cultural artifacts.

The Grants and Cooperative Agreements – 2022 “Restoration” grant will allow continued coordination between the County of Mono and Humboldt-Toiyabe National Forest to provide services critical to preserving quality OHV recreation opportunities and restoring those areas impacted by unauthorized OHV use.

Thank you for your continued and valuable partnership with Humboldt Toiyabe National Forest.

If you have additional questions please contact Joseph Soccio, Lead Avalanche Specialist, at [joseph.soccio@usda.gov](mailto:joseph.soccio@usda.gov) or 760-616-4496.

Sincerely,

David Risley  
Bridgeport District Ranger (acting)

CC:  
Tony Dublino, Mono County Public Works Director



## General Application Requirements

### General

FOR OFFICE USE ONLY:      Version # \_\_\_\_\_      APP # \_\_\_\_\_

**1. Agency Information**

- a. Agency Name Mono County
- b. Organizational Unit Public Works
- c. Address PO BOX 457
- d. Address 2 74 NORTH SCHOOL STREET
- e. City Bridgeport      State CA      Zip 93517
- f. Federal ID Number 95-60056671      Reference No.
  
- g. Agency fiscal year (beginning month and day) July-01
  
- h. Agency Type
 

<input type="radio"/> City <input type="radio"/> U.S. Forest Service  <input type="radio"/> U.S. Bureau of Land Management <input type="radio"/> Federally or State Recognized Native American Tribe <input type="radio"/> Nonprofit Organization - 501(c)(3) status only <input type="radio"/> District	<input checked="" type="radio"/> County <input type="radio"/> U.S. Forest Service - Patrol District <input type="radio"/> Federal Agency <input type="radio"/> Educational Institution <input type="radio"/> State Agency <input type="radio"/> Certified Community Conservation Corps
--	---

**2. Project Information**

- a. Project Name General Application Requirements
- b. Is implementing agency same as Agency  Yes     No
- c. Implementing Agency Name
- d. Amount of Funds Requested \$329,357.00      Project Cost \$374,274.50

**Project Request(s) Summary**

#	Project Type	Project Title	Grant Request	Match	Total Project Cost
1	R01	Restoration	329,357	44,918	374,275



FOR OFFICE USE ONLY: Version # \_\_\_\_\_

APP # \_\_\_\_\_

**3. Contact**

a. Project Administrator

Name matthew paruolo  
Title Outdoor Recreation Planner  
Mailing Address PO BOX 457  
City Bridgeport State CA Zip 93517  
Telephone (760) 616-4054 Fax  
E-mail Address mparuolo@mono.ca.gov

b. Authorized Representative

Name Tony Dublino  
Title Director of Public Works  
Mailing Address 74 N. School Street  
City Bridgeport State CA Zip 93517  
Telephone (760) 709-6713 Fax  
E-mail Address tdublino@mono.ca.gov

## Habitat Management Program (HMP)

FOR OFFICE USE ONLY:      Version # _____      APP # _____
--

### PART 1 - HABITAT MANAGEMENT PROGRAM (HMP)

**All Applicants submitting Projects involving Ground Disturbing Activities are subject to Habitat Management Program (HMP) requirements. The HMP must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.**

Applicants able to certify that none of the proposed activities listed in the Application contain any risk factors to special-status species and/or sensitive habitats shall submit only HMP Part 1. Applicants who cannot certify that the proposed activities listed in the Application do not contain any risk factors to special-status species and/or sensitive habitats shall submit HMP Parts 1 and 2 in accordance with 14 CCR Section 4970.06.2.

1. Do any of proposed Projects involve Ground Disturbing Activities?  Yes     No  
(If you checked YES, complete Question # 2. If you checked NO, stop here)
  
2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, contain any risk factors to special-status species and/or sensitive habitats?  Yes     No  
(If you checked YES, complete Item #2. If you checked NO, stop here).

#### ITEM #2

Discuss the research and justification used to certify that the proposed Project does not contain any risk factors to special status species and/or sensitive habitats. To demonstrate that all special status species and sensitive habitat have been considered for evaluation within the HMP, Applicants are encouraged to attach a California Department of Fish and Wildlife (CDFW) California Natural Diversity Database (CNDDB), United States Fish and Wildlife Service (USFWS) Information Planning and Consultation (IPaC), and USFWS National Wetland Inventory (NWI) record search for the proposed Project Area. The record searches ought to cover an appropriate buffer surrounding your proposed Project footprint(s).

## Evaluation Criteria

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

### 1. OHV Visitor Opportunity Summary - Q 1. (ONLY for Applicants WITH legal OHV riding opportunities)

#### 1 OHV Visitor Opportunity Summary (Page 1) - Q 1. (ONLY for Applicants WITH legal OHV riding opportunity)

The Applicant and/or Land Manager currently has legal OHV riding opportunities?:  Yes  No  
(Check the one most appropriate)

"Yes" responses - Applicant shall respond to ALL items EXCEPT for 14

"No" responses - Applicant shall ONLY respond to items 11, 12, 13, and 14

- a. Data Period: Identify the most recent twelve month period for which the Land Manager has accurate OHV Opportunity and visitation data:

Starting (Month/Year) (mm/yyyy format): 01/2021

Ending (Month/Year) (mm/yyyy format): 12/2021

- b. Off-Highway Vehicle Opportunity Ratio (OHV Opportunity Ratio). Respond relative to the twelve month data period identified in item 1a:

- i. Months of OHV Opportunity (OHV Months). Enter the number of months during the data period that OHV Opportunity was available: 12

- ii. Total miles of routes available for OHV Recreation: 2,772

- iii. Total acres of open riding available for OHV Recreation: 715,671

- iv. OHV Visitation (visitor days): 214,378

Every visitor that spends a day or a portion thereof engaged in OHV Recreation in legal riding areas is considered one visitor day. Use the most recently published, official, publically available, completed document that indicates OHV visitation data.

- v. Ratio of OHV Visitation/OHV Opportunity: 0.30  
OHV visitation / (acres of open area+ miles of routes) = OHV ratio  
(Note: This field will auto-populate):

#### 1 OHV Visitor Opportunity Summary (Page 2) - Q 1. (ONLY for Applicants WITH legal OHV riding opportunity)

- c. Provide name and date of reference document that supports the responses to items 1a and 1b on the previous page:

BLM: Bishop Resource Management Plan 1993 defines OHV use as open all year in the Open and Limited Use Areas; Recreation Management Information System report 62a dated 02/24/2020 documents Bishop Field Office's OHV user days.

INF: OHV/OSV use - 12 month use; Inyo National Forest Visitor Use Report FY 2016; MVUM Use Maps

HTNF: National Visitor Use Monitoring Results, Humboldt-Toiyabe National Forest, July 2007, Data collected FY2006, USDA Forest Service Region 4; MVUM Use Maps

\* Total Visitor Opportunities are summarized within Mono County (project area) with shapefiles/GIS provided by land management agencies (linear OHV roads and trails and total land mass area currently open to OHV/OSV).

- d. Visitor Opportunity Ratio (V/O Ratio) = OHV Ratio x OHV Months / 12 (Note: This field will be calculated by the system and auto-populate.) 0.30

Visitor Opportunity Ratio (V/O Ratio) Score:

(Note: The score will be determined once all Applicants' scores have been compared.)

**2. Quality of OHV Opportunity - Q 2. (ONLY for Applicants WITH legal OHV riding opportunities)**

Quality of OHV Opportunity 12

Check all that apply to the Land Manager's OHV program:

- Map, printed or digital, with OHV Recreation opportunities clearly shown is available for distribution at no cost (2 points)
- Map with OHV Recreation opportunities clearly shown is available on the Land Manager's website (2 points)
- Map indicates relative difficulty of each OHV trail (2 points)
- Map indicates appropriate OHV use type (ATV, dirt bike, 4x4, OSV, etc.) (2 points)
- At least fifty percent of the staging areas include support facilities (restrooms, picnic tables, trash cans, shade structures) (2 points)
- Majority of trail intersections are signed with information such as: trail names, directional signs, relative difficulty, mileage to next feature (2 points)

**3. Variety of OHV Opportunity - Q 3. (ONLY for Applicants WITH legal OHV riding opportunities)**

- a. Skill levels (e.g., beginner, intermediate, advanced) indicated by publicly available maps or signage marking trails with relative difficulty: 5

(Check the one most appropriate for the Land Manager's OHV program)

- 3 or more skill levels (5 points)
- 2 skill levels (3 points)
- 1 skill level (1 point)

- b. Type of OHV Opportunity (ATV, dirt bike, 4x4, OSV, RUV, Sand Rail/Dune Buggy): 6

(Check the one most appropriate for the Land Manager's OHV program)

- Opportunities for 3 or more vehicle types (6 points)
- Opportunities for 2 vehicle types (3 points)
- Opportunity for only 1 vehicle type (1 point)

**4. Agency Contribution - Q 4. (ONLY for Applicants WITH legal OHV riding opportunities)**

Total cost of OHV Program for Land Manager's most recent complete fiscal year including grant funds and agency operational budget. 564375

- % Funded by OHV Trust Fund (do not include in-lieu funds): 1

(Check the one most appropriate)

- No OHV Trust Funds were used (6 points)
- 10% or less of the program cost was from OHV Trust Fund (4 points)
- 11% to 25% of the program cost was from OHV Trust Fund (3 points)
- 26% to 50% of the program cost was from OHV Trust Fund (1 point)
- More than 50% of the program cost was from OHV Trust Fund (No points)

Provide name and date of reference document:

BLM - OHV opportunities are a major portion of the office's workload. FY21, Bishop BLM expended approximately \$165,600 of OHV Trust funds. This data was collected through the Bureau's Financial Business Management System (FBMS), and the reports are titled 2019 Agency Contributions to the OHV Program.

INF - FY20 OHMVR Division Invoices Filed with CA State Parks

HTNF - G18-02-04-01-Ground Operations Grant, FY19; Cost of Program: \$242,298,00, \$171,210.00 from OHV Trust Funds. No OHMVR Division Funding last FY

**5. Project Performance - Q 5. (ONLY for Applicants WITH legal OHV riding opportunities)**

At any time in the last two complete calendar years prior to the current Grant Cycle, has the Applicant been out of Good Standing with the Division? 10

(Check the one most appropriate)

- No (10 points)
- Yes (No points)
- First time Applicants or Applicants without active projects in the last two complete calendar years. (5 points)

**6. Previous Year Performance - Q 6. (FOR DIVISION USE ONLY)**

In the previous year the Applicant has been responsive and communicated effectively with the assigned OHMVR Grant Administrator by phone, email or personal visit.

FOR DIVISION USE ONLY (Check the one most appropriate)

- In the previous year the Applicant has been responsive and communicated effectively with their assigned OHMVR Grant Administrator by phone, email or personal visit (3 points)
- First time Applicants and past Applicants with no active Grant Projects within the last two years (2 points)
- In the previous year the Applicant has not been responsive (No points)

**7. Prevention of OHV trespass - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)**

**7. Prevention of OHV trespass - Fence (Page 1) - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)**

a. Is site a completely fenced facility such that OHV trespass into neighboring properties and/or closed areas is prevented? 0

(Check the one most appropriate)

- No (answer items b and c)
- Yes (10 points, explain and then skip to item 8)

Provide a detailed explanation for the "Yes" response:

**7. Prevention of OHV trespass - Patrol (Page 2) - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)**

b. The majority of OHV Opportunity areas are patrolled: 5

(Check the one most appropriate)

- At least 5 days per week (5 points)
- At least once per week (3 points)
- At least once per month (1 point)
- Less than once per month (No points)

Provide a detailed explanation for the statement that was checked (e.g., frequency of patrol, patrol personnel, percent of lands covered by patrols):

BLM has one Federal Law Enforcement Ranger who patrols the OHV opportunity areas at least three days per week. Additionally, BLM Park Rangers, seasonal Technicians and other staff monitor OHV activities and report findings, which occurs four to five times per week. The areas patrolled include popular OHV riding areas as well as areas closed to OHV use. On a weekly basis, approximately eleven percent, or 80,000 acres, of the resource management area are patrolled

INF - Due to increase of OHV users, OHV routes and facilities need constant upkeep. The Inyo will work with current OHV staff to cover about 30% of the Inyo National Forest. This work will be done on busy weekends and holidays.

HTNF - OHV / OSV rangers on both districts typically work 5 days a week including weekends and holidays in order to patrol the heavily visited. Staffing for both winter and summer consists of 2-4 seasonal employees and the OHV program Manager/Lead depending on grant funding. Winter crews operate at a minimum of a 2 person team

**7. Prevention of OHV trespass - Measures (Page 3) - Q 7. (ONLY for Applicants WITH legal OHV riding opportunities)**

- c. Measures to prevent OHV trespass into neighboring properties and/or closed areas: 5

(Check all that apply)

- Barriers and/or signing are used to prevent OHV trespass into neighboring properties and/or closed areas (3 points)
- Education programs, maps and/or brochures provided to the public address OHV trespass, including respect for private property (2 points)

Provide a detailed explanation for each statement that was checked:

Barriers and/or signing is used to prevent OHV trespass across agencies. More is needed. (e.g. "Street Legal Vehicles Only", "Ride only on designated roads and trails", etc. These examples are present but sporadic in Mono County across BLM/USFS jurisdictions.

Some level of education programs including maps and/or brochures are provided to the public to address OHV trespass including private property. More are needed with revised/updated information (e.g. USFS MVUM data, CTUC products, etc.) across BLM/USFS jurisdictions. Joint-Agency events include volunteer stewardship days, National Public Lands Day, and Earth Day.

**8. Natural and Cultural Resources - Q 8. (ONLY for Applicants WITH legal OHV riding opportunities)**

**8. Natural and Cultural Resources (Page 1) - Q 8. (ONLY for Applicants WITH legal OHV riding opportunities)**

- a. Is the Land Manager's OHV area a completely fenced track facility with little or no native vegetation? 0

(Check the one most appropriate)

- No (answer item b)
- Yes (5 points, explain and then skip to item 9)

Provide a detailed explanation for the "Yes" response:

**8. Natural and Cultural Resources (Page 2) - Q 8. (ONLY for Applicants WITH legal OHV riding opportunities)**

- b. Resource Management Information System 5

Does the Land Manager maintain a management information system managed by qualified environmental staff that identifies and monitors the impacts of the OHV activity and contains at least the following:

- Ongoing survey/inventory of species;
- Ongoing survey/inventory of archeological sites;
- Biological monitoring that measures changes in populations;
- Components that evaluate the effects of OHV Recreation and related activity on the species;
- Recommendations for improvement in species management;
- Strategies to respond to changing conditions that affect the survival or reproduction of species?

No (No points)

Yes (5 points)

Provide a detailed explanation for the "Yes" response:

Inter-agency information systems include biological records recorded in the CA Natural Diversity Database (CNDDB), National Resource Information System (NRIS), Wildlife Habitat Protection Program (WHPP), Habitat Management Program (HMP), BMPs, and various GIS databases (Survey 123, ArcCollector-ESRI, etc.) Inter-agency staff and resource specialists evaluate existing conditions, trespass, and impacts. (Reference: Bishop Resource Management Plan, Allotment Management Plans, Special Status Species Manual, Humboldt-Toiyabe National Forest Management Plan and Amendments (1986, 2002, 2004), Inyo National Forest Travel Management EIS/ROD)

**9. Soil Management - Q 9. (ONLY for Applicants WITH legal OHV riding opportunities)**

**9. Soil Management (Page 1) - Q 9. (ONLY for Applicants WITH legal OHV riding opportunities)**

- a. The Applicant and/or Land Manager has developed a systematic methodology for evaluating soil conditions of its OHV Opportunities that is consistent with the 2008 Soil Standard? 5

(Check the one most appropriate)

No (No points)

Yes (5 points)

Provide a detailed explanation for the "Yes" response:

BLM has developed a Soil Conservation Plan which contains protocols for assessment, maintenance, monitoring compliance reporting which is submitted to the Division if OHV trust funds were used.

INF uses the Trail Condition Evaluation Form and also photo points, Best Management Program Evaluation Program protocols, develops Soil and Water Conservation Guide to monitor OHV roads and trails.

HTNF - Condition Surveys are completed on all NFS trails every 5 years on a rotating basis. So every 5 years each trail is evaluated using details TRACS surveys to determine condition of the trail, maintenance needs, potential erosion and corrective actions needed in addition to USFS "GYR Form" monitoring

- b. The Applicant and/or Land Manager has developed methods to address soil issues? 5

(Check the one most appropriate)

No (No points)

Yes (5 points)

Provide a detailed explanation for the "Yes" response:

When soil issues are present, a combination of the following management techniques are used: road re-alignment, seasonal road closure, permanent road closure, route barricades, hardening or maintenance, vertical

mulching, installation of erosion control devices (ie. installing water bars or rolling dips or bumps and bringing in road base, etc.) Revegetation of native species is used to increase soil stability, and vehicles are confined to existing system roads through various visitor service tools (maps, signs, kiosks, etc.) in addition to armoring areas of trespass. Sedimentation is redistributed and compacted on road surfaces where feasible. Site/photo monitoring used elsewhere in this application are used to inform these priorities.

**9. Soil Management (Page 2) - Q 9. (ONLY for Applicants WITH legal OHV riding opportunities)**

- c. The Applicant and/or Land Manager performs soil monitoring: 3

(Check the one most appropriate)

- Monthly (3 points)  
 After major rain events (2 points)  
 Annually or not applicable (No points)

**10. Sound Level Testing - Q 10. (ONLY for Applicants WITH legal OHV riding opportunities)**

- The Applicant and/or Land Manager conducts, or causes to be conducted, sound level testing on individual off-highway motor vehicles: 0

(Check the one most appropriate)

- On most (50% or more) holidays and weekends (4 points)  
 At least 25% but less than 50% of holidays and weekends (2 points)  
 Less than 25% of holidays and weekends (No points)

Provide a detailed description of the sound testing program:

N/A - Sound monitoring is not conducted

**11. OHV Education - Q 11. (For ALL Applicants)**

**11. OHV Education (Page 1) - Q 11. (For ALL Applicants)**

- a. Education materials available onsite: 10

(Check all that apply)

- Free literature is provided to visitors describing safe and responsible OHV recreational practices. (5 points)  
 Bulletin boards, signs or kiosks, at the majority of staging areas, trailheads, or other areas where the public gathers provide information concerning safe and responsible OHV Recreation. (5 points)  
 Applicant or Land Manager provides no educational materials. (No points)

Provide a detailed explanation of Applicant and/or Land Manager's onsite education efforts relative to item a.:

Signs, and kiosks are located at the majority of Inyo National Forest staging areas, trailheads, etc. and at visitor centers. Inter-agency visitor services provide free literature (CTUC maps), describing safe and responsible OHV recreational practices, however more is needed as MVUM/CTUC data is not always consistent or user-friendly. Maintenance, replacement, and additional materials/kiosks/signs are needed, particularly in Humboldt-Toiyabe National Forest and BLM managed lands.

- b. Applicant provides hosted onsite formal programs, educational talks, school field trips, etc. to the public to educate them on safe and responsible OHV recreational practices. Count only organized, scheduled events; do not include routine visitor contacts: 0

(Check the one most appropriate)

- 50 or more per year (3 points)  
 20 to 49 times per year (2 points)



- 5 to 19 times per year (1 point)
- Less than 5 times per year (No points)

Provide a detailed explanation of Applicant's onsite education efforts relative to item b:

Applicant does not currently provide hosted onsite formal programs, educational talks, school field trips, etc.

**11. OHV Education (Page 2) - Q 11. (For ALL Applicants)**

- c. When Facility is open, staff are onsite and available at trailheads, trails, visitor centers and/or entrance stations to provide information on safe and responsible OHV use: 4

(Check the one most appropriate)

- Daily (5 points)
- On all weekends (4 points)
- On the majority of weekends (2 points)
- On major holidays (1 point)
- None of the above (No points)

- d. ATV Safety Institute, Motorcycle Safety Foundation, and/or Recreational Off-Highway Vehicle Association approved training courses are provided to the public: 0

(Check the one most appropriate)

- At least 30 times per year (5 points)
- 18-29 times per year (3 points)
- 4-17 times per year (1 point)
- Less than 4 times per year (No points)

Provide a detailed explanation of Land Manager's onsite education efforts relative to item d.:

**12. Website - Q 12. (For ALL Applicants)**

- a. OHV outreach efforts are accomplished through the Applicant or Land Manager's website: 0

(Check the one most appropriate)

- No (skip to question 13)
- Yes (provide URL address and answer item b)

Provide URL address: <https://www.fs.usda.gov/main/inyo/home> ;  
<https://www.blm.gov/office/bishop-field-office> ;  
<https://www.fs.usda.gov/htnf>; <https://monocounty.ca.gov/sustainable-recreation>

- b. The Applicant or Land Manager's website contains the following OHV related items: 5

(Check all that apply) - Scoring: 1 point each up to a maximum of 5 points.

- |   |   |
|---|---|
| <input checked="" type="checkbox"/> Map to location     | <input checked="" type="checkbox"/> Information on responsible riding   |
| <input checked="" type="checkbox"/> Hours of operation  | <input checked="" type="checkbox"/> Map of Facilities                   |
| <input checked="" type="checkbox"/> Safety information  | <input type="checkbox"/> Fee schedule                                   |
| <input checked="" type="checkbox"/> Visitor facilities  | <input type="checkbox"/> Seasonal restrictions                          |
| <input checked="" type="checkbox"/> Contact information | <input checked="" type="checkbox"/> Link to Division Website            |
| <input checked="" type="checkbox"/> News releases       | <input checked="" type="checkbox"/> Law enforcement contact information |

**13. OHV Outreach - Q 13. (For ALL Applicants)**

Check all forms of OHV outreach the Applicant utilizes:

3

Scoring: 1 point each up to a maximum of 3 points.

- |  |  |
|--|--|
| <input type="checkbox"/> Billboards                    | <input checked="" type="checkbox"/> Social media   |
| <input type="checkbox"/> CDs and/or DVDs               | <input type="checkbox"/> Television  |
| <input checked="" type="checkbox"/> Community meetings | <input type="checkbox"/> Parades   |
| <input checked="" type="checkbox"/> OHV dealers        | <input checked="" type="checkbox"/> Radio  |
| <input type="checkbox"/> Fairs                         | <input type="checkbox"/> Programs at schools   |
| <input checked="" type="checkbox"/> News releases      | <input checked="" type="checkbox"/> Other (specify) [Brochures, Trail-Host Programs; websites; Visitor Contacts] |

**14. Sustaining OHV Recreation - Q 14. (ONLY for Applicants with NO legal OHV riding opportunities)**

The Applicant or Land Manager sustains OHV Recreation in the following ways:

(Check all that apply)

- Has engaged in collaborative processes with agencies that manage OHV Opportunities (5 points)
- Has established an OHV Commission or stakeholder group dedicated to sustaining OHV Opportunities (5 points)
- Has adopted a general plan, management plan, ordinance, or resolution supporting OHV Recreation (10 points)
- Has secured land to be developed for OHV Recreation (10 points)
- Has created a special fund to set aside funding to sustain OHV Recreation (10 points)

Provide a detailed explanation for each statement checked:

## Restoration

### Project Description

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

**Background - Provide a brief description of the Applicant or Land Manager's organization/program (e.g., location and types of recreation available) - 4970.11(f)(A)**

Mono County is comprised 94% of public lands and partners with multiple Federal/State land management agencies to provide sustainable recreation opportunities that are critical to the economic and ecologic stability of the region. While Mono County is sparsely populated ( $\approx 14,500$ ) this rural region of California receives more than 6 million visitor days a year. The primary recreation opportunities in Mono County include hiking, angling, bicycling, mountain-biking, birding, rock-climbing, boating, auto-tours, winter sports (OSV, skiing, mushing, sledding, snow shoeing), and Off-Highway Vehicle (OHV) motorized recreation.

There is a vast network of legal OHV riding opportunities and OHV system roads throughout Mono County, sprawled across multiple jurisdictions and adjoining local communities and protected natural areas which requires close inter-agency coordination to manage, monitor, and maintain. Mono County operates under a number of Cooperative Agreements with land-management units to ensure that these resources and recreational values are maintained, and to preserve legal OHV riding opportunities through leveraging regional federal/state and non-profit/private resources. Many of these road systems intersect adjoining counties (Alpine, Inyo), and connect to OHV riding opportunities located in Eastern Nevada.

Mono County has a land area of 3,030 square miles, or just over 2 million acres. Much of this land is contained in the Inyo and Humboldt-Toiyabe National Forests (Bridgeport, Mono Lake, Mammoth, White Mountain Ranger Districts), Bureau of Land Management (Bishop Field Office), National Park Service, City of Los Angeles Department of Water and Power, and other state land agencies. As a result, Mono County is well known for its vast scenic and recreational resources, and unsurpassed access to wilderness and adventure. Mono County is a contributing member to the Eastern Sierra Sustainable Recreation Partnership ([essrp.org](http://essrp.org)) and works closely with these entities to provide quality of life for local residents, conserve America's public lands systems, and preserve sustainable recreation opportunities that benefit all parties.

**Project Description - The Project Description shall provide sufficient clarity such that those not familiar with the Application or Project can understand what the Applicant intends to do - 4970.11(f)(1) Note: Do not add Project Deliverables in this box.**

This project is to provide Off Highway Vehicle (OHV) related restoration activities critical to preserving the County's OHV riding opportunities and protecting areas impacted by OHV trespass on unauthorized routes. This project will develop GIS (digital) and printed mapping and educational products to protect natural and cultural resources, prevent trespass, document legal/preferred OHV system roads and trails, and improve OHV visitor map/kiosk products; and will assist federal land managers in actively restoring areas affected by OHV trespass on a landscape level -- consistent with existing Travel Management and OHV restoration and management plans. Best Management Practices, Standard Operating Procedures, and sign and poster guidelines will be consistent with the policy requirements of each land management unit (Mono County, Humboldt-Toiyabe National Forest, Inyo National Forest, Bureau of Land Management). Funding will be used to increase regional capacity, leverage local government resources, and will not overlap with partner contributions or activities to monitor and restore OHV related restoration project work identified by each party. Funding will be used to coordinate, monitor, and implement these restoration strategies in partnership with land-management agencies to meet a spectrum of OHV and restoration related needs in Mono County and to maintain sustainable opportunities for outdoor recreation and OHV use.

**Project Description - 4970.11(f)(1)**

**List of Project Deliverables - 4970.11(f)(1)(B)**

Provide a list of Project Deliverables the Applicant proposes to undertake

1. When a Project request is for funding both CEQA and/or NEPA requirements and actual work on the ground, the Project shall be undertaken and funded in two phases.  Yes  No

If Yes, list the CEQA/NEPA activities (Phase 1). If No, write N/A below.

Note: NEPA/CEQA documentation provided at time of final application for OHV Restoration "ground-disturbing" activities. Inter-agency mapping product does not include ground-disturbing activities - Letters of Support attached. The majority of project work includes "The act of installing and/or replacing a sign, placing of boulders or other materials (other than fencing) to delineate a Facility, maintenance or replacement of existing fence lines that do not require disturbance beyond replacement of fence posts and wire or existing component (etc.)" and are not considered a "Ground Disturbing Activity". NEPA/CEQA documentation to be provided at time of final application for each land management agency where ground disturbing activities are required.

Phase 2, if applicable. If not, fill out like regular Restoration Project.

#	Title	Project Deliverable Description
1.	Active Restoration Activities (earth moving)	Mono County will assist federal land managers in actively restoring areas impacted by OHV trespass (U.S. Forest Service and Bureau of Land Management). These activities may include: blocking unauthorized routes (rock armoring, natural barriers, etc.); planting of native vegetation; spreading woody slash; raking of wheel ruts; repair/installation of drainage structures; grubbing unauthorized route surfaces; maintenance and installation of route closure and other regulatory/educational signs and map kiosks to prevent trespass. Project specific activities will not overlap with partner contributions. NEPA/CEQA will be documented at time of final application for each land management unit where "ground disturbing activities" are required.
2.	Monitoring/Patrol	Project funding will be used by staff to monitor and identify locations of OHV incursion and monitor the effectiveness of restoration efforts. Funding may be used to purchase and deploy vehicle counters and/or wildlife cameras to monitor OHV incursion where appropriate. Funding will be used to monitor effectiveness of project-work and identify the need for additional maintenance. On-going monitoring and cumulative impacts/environmental documentation, etc. will be completed by project partners (land management staff) and maintained in their appropriate data-systems. Project specific activities will not overlap with partner contributions.
3.	Signage	Activities include repair, replacement, and installation of route closure, regulatory, and educational signs and map kiosks to protect natural and cultural resources and prevent trespass on unauthorized routes, including roads designated for street-legal vehicles only.
4.	Fencing/Barriers	Project funding will be used for repair, replacement, and installation of fencing, barriers, gates, and/or bollards at the beginning of blocked or seasonal routes to control and confine vehicle use to the designated system of authorized OHV roads and trails. Funding may be used for the purchase of fencing materials, barriers, and gates. Natural materials will be used wherever practical.
5.	Public Outreach/Visitor Services	Project funding will be used for the development, production, and distribution of GIS (digital) assets and printed mapping products to protect natural and cultural resources and prevent trespass. Funding will also be used for signs and kiosks described above.
6.	Scientific and Cultural	Projects will be coordinated with Humboldt-Toiyabe National Forest, Inyo

	Studies relating to OHV Recreation and its impacts	National Forest, and Bureau of Land Management cultural and resource specialists on federally managed lands where applicable. Cultural studies as required will be completed by each land management unit prior to implementation by Mono County. Project specific activities will not overlap with partner contributions and are not funded as part of this grant by implementing agency (Mono County).
7.	Restoration Planning	Restoration planning will be coordinated with federal land management agencies to identify future restoration needs and activities related to OHV trespass on unauthorized routes. Monitoring reports will be shared with partner agencies to coordinate planning for future implementation. Project specific activities will not overlap with similar partner agency activities.
8.	Other (unique to Restoration)	
9.	Other (unique to Restoration)	
10.	Other (unique to Restoration)	
11.	Other (unique to Restoration)	
12.	Other (unique to Restoration)	

**Describe how the proposed Project relates to OHV Recreation and how OHV Recreation caused the damage - 4970.11(f)(1)(C)**

This project is directly related to OHV Recreation and documented impacts caused by OHV use on unauthorized routes, including roads designated suitable for use by 'street legal vehicles only'. Funding will be used to identify and coordinate restoration priorities with land management agency staff including: maintenance, repair, replacement, and installation of signs and kiosks to prevent trespass and provide visitor-service information on legal, authorized OHV routes; development of GIS (digital) assets and printed (traditional) mapping products, brochures, and kiosks to protect natural and cultural resources and prevent OHV trespass; active restoration of areas damaged by OHV trespass (erosion control, naturalization); and, blocking of unauthorized routes through fencing/barrier/gate/bollard installation and use of natural materials and built structures. These project elements have been identified by Mono County (local government), OHV stakeholders, public lands managers, and private property owners in adjoining communities. This project is to provide OHV related restoration activities critical to preserving and improving the County's legal OHV riding opportunities, protecting and restoring resources impacted by OHV trespass on unauthorized routes. Mono County will supplement existing land-manager activities and travel management decisions by deploying heavy equipment and hand crews, and ensuring that mapping products accurately describe each agency's OHV opportunities.

**Describe the size of the specific Project Area(s) in acres and/or miles - 4970.11(f)(1)(D)**

The project area includes mapping of OHV riding opportunities to protect natural and cultural resources and prevent trespass across approximately 2 million acres of Mono County -- primarily under the management of the Inyo National Forest (R5), Humboldt-Toiyabe National Forest (R4) and the Bureau of Land Management Bishop Field Office. Mapping products will provide an accurate representation of legal OHV roads and trails in Mono County to prevent trespass and protect sensitive resources including (7) federally designated Wilderness Areas, (5) Areas of Critical Environmental Concern, and other specially-designated areas and private property. Total cumulative OHV riding opportunities are compiled in the "OHV Opportunities/Summary" General Requirements portion of this application. All specific project areas have been identified and documented by land-management partners.

Funding will be used to provide additional capacity to identify, monitor, sign, restore, and armor areas impacted by OHV trespass on a landscape level throughout Mono County. All project work will be coordinated with USFS/BLM resource/recreation/OHV specialists, and approved by each Authorizing Official, consistent with each agency's travel management decision, BMPs, SOPs, etc. Specific restoration and signage needs have been identified in BLM managed Long Valley, Humboldt-Toiyabe National Forest managed Lobdell Lake, Leavitt Meadows, and

Buckeye/Robinson Creek areas, and Inyo National Forest managed Glass Creek, Laurel Lakes, and Upper/Lower Deadman areas - as well as on County maintained roads intersecting each of these jurisdictions. Each of these focus areas include between 1-50 cumulative acres and .25-3 miles of linear, unauthorized routes in need of restoration. These restoration activities will supplement existing Travel Management/OHV restoration plans as approved by Authorizing Officials for implementation.

#### **Monitoring and Methodology - 4970.11(f)(1)(E)**

Monitoring will be performed by Mono County staff and inter-agency land management units to document the implementation, effectiveness, and assessment (successful outcome) of restoration work, and to identify additional needs for active restoration, route closures, signage, and kiosks. Project work will be documented with photographs and geo-spatially catalogued in ARC GIS as part of this project and provided to project partners and resource specialists for on-going monitoring, planning, and documentation in appropriate USDA/DOI data-systems. Land management staff/resource specialists and roads division supervisors will provide implementation monitoring to ensure all activities are conducted as planned; County staff will provide effectiveness monitoring (monthly) in coordination with agency staff to determine if the design, construction, and maintenance practices are adequate and effective -- and will coordinate with land-manager specialists to assess the character of existing conditions to those of previous assessments (on-going and intermittent based on seasonal closures and Travel Management decisions). Closed routes may also be monitored for OHV trespass by use of OHV/Vehicle Counters and/or Wildlife cameras purchased and installed as part of this project. This data will be analyzed and compiled into reports to address on-going restoration needs and may be used for future OHV planning. All efforts occurring on federally managed lands will be monitored via approved BLM/USFS methodologies.

#### **List of Reports - 4970.11(f)(1)(F)**

This project does not include funding for production of planning/documents reports. NEPA/CEQA will be filed at time of final application for each land management unit where "ground disturbing activities" are occurring.

#### **Goals, Objectives and Methodology / Peer Reviews - 4970.11(f)(1)(G)**

This project does not include scientific and/or cultural studies. All project activities will be coordinated with appropriate land management units (Humboldt-Toiyabe National Forest, Inyo National Forest, Bureau of Land Management - Bishop Field Office). Cultural surveys are documented by each land management agency as appropriate where "ground disturbing activities" area occurring.

#### **Plan for Protection of Restored Area - 4970.11(f)(1)(H)**

Mapping products will be designed in consultation with pertinent Agency staff to ensure that all information is accurate, and to confine OHV use to authorized routes and riding areas. Rock armoring, signage, and route/seasonal closures will be implemented consistent with each agency's land/travel management plans to mitigate OHV trespass. Restoration areas will be monitored and/or patrolled by Mono County; U.S. Forest Service Recreation/OHV Technicians and OHV Manager(s); BLM Rangers; and inter-agency Law Enforcement Officers (LEOs), as part of ongoing monitoring, education, and enforcement. Monitoring reports will evaluate the effectiveness of these closures and need for additional/on-going restoration.

#### **Soil Control Efforts - 4970.11(f)(1)(I)**

Restoration activities are designed to confine OHV use to authorized OHV roads, trails, and riding areas. Efforts may include grubbing compact soils on unauthorized routes, naturalizing wheel ruts, mulching areas of trespass, rock armoring/ barricading illegal OHV routes, installing/repairing erosion control devices, planting native species, and mapping/signing areas closed to OHV use. These efforts will directly benefit soil-stability in unauthorized OHV areas, while also improving soil-stability on adjacent OHV roads and trails. Decompacting soil will allow native species to regenerate, further promoting soil stability and proper drainage during periods of rain and snow. Sedimentation from existing erosion control/ drainage structures may be redistributed and compacted on

established routes where applicable. All project work will employ BLM/USFS Soil Conservation Guidelines on file with OHMVR Division and adhere to pertinent SCP, HMP, and NEPA documentation provided for OHV restoration activities. Soil Conservation Plans provided for each land management agency as required.

### District and County Information

#### California State Senate Districts

Select one or more of the California State Senate Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Senate district(s).

State Senate 08

#### California State Assembly Districts

Select one or more of the California State Assembly Districts where the proposed project activities will occur. Copy and Paste the URL ([http://www.legislature.ca.gov/legislators\\_and\\_districts/districts/districts.html](http://www.legislature.ca.gov/legislators_and_districts/districts/districts.html)) in your browser to determine the State Assembly district(s).

State Assembly 05

#### California Congressional Districts

Select one or more of the California Congressional Districts where the proposed project activities will occur. Copy and Paste the URL (<https://www.govtrack.us/congress/members/CA>) in your browser to determine the Congressional district(s).

Congressional District 8

#### County

Select one or more of the California Counties where the proposed project activities will occur.

Mono

**Project Cost Estimate**

FOR OFFICE USE ONLY:		Version # _____	APP # _____
<b>APPLICANT NAME :</b>	Mono County		
<b>PROJECT TITLE :</b>	Restoration	<b>PROJECT NUMBER (Division use only) :</b>	G22-03-43-R01
<b>PROJECT TYPE :</b>	<input type="checkbox"/> Law Enforcement <input checked="" type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	This project is to provide Off Highway Vehicle (OHV) related restoration activities critical to preserving the County's OHV riding opportunities and protecting areas impacted by OHV trespass on unauthorized routes. This project will develop GIS (digital) and printed mapping and educational products to protect natural and cultural resources, prevent trespass, document legal/preferred OHV system roads and trails, and improve OHV visitor map/kiosk products; and will assist federal land managers in actively restoring areas affected by OHV trespass on a landscape level -- consistent with existing Travel Management and OHV restoration and management plans. Best Management Practices, Standard Operating Procedures, and sign and poster guidelines will be consistent with the policy requirements of each land management unit (Mono County, Humboldt-Toiyabe National Forest, Inyo National Forest, Bureau of Land Management). Funding will be used to increase regional capacity, leverage local government resources, and will not overlap with partner contributions or activities to monitor and restore OHV related restoration project work identified by each party. Funding will be used to coordinate, monitor, and implement these restoration strategies in partnership with land-management agencies to meet a spectrum of OHV and restoration related needs in Mono County and to maintain sustainable opportunities for outdoor recreation and OHV use.		

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>							
<b>Program Expenses</b>							
<b>1</b>	<b>Staff</b>						
	1. Staff-Mono County Seasonal Staff Notes : Mono County Seasonal staff will provide active restoration of areas impacted by OHV activities using hand tools (e.g., shovels, rakes, McLeods, etc.) to plant native vegetation, vertical mulch, camouflage, and repair drainage and sediment retention structures - and to repair and install	3000.0000	30.000	FTE	90,000.00	80,100.00	9,900.00



Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Mono County  
 Application: Restoration

3/7/2022

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
restoration related signage. Where unauthorized OHV use has removed vegetation and ground cover, restoration will include spreading woody slash, installing erosion control measures, and installing signs and barricades (detailed below).						
2. Staff-Mono County Roads Division Staff Notes : Roads Division Staff will install signage and manage heavy equipment (e.g. backhoe, dozer, truck, water truck, etc.) to rock armor and block unauthorized routes and maintain legal routes (where vehicles are creating unauthorized routes due to impassability).	750.0000	73.000	FTE	54,750.00	54,750.00	0.00
3. Staff-Mono County Recreation Coordinator Notes : Eastern Sierra Sustainable Recreation Coordinator (Mono County) will administer grant (see indirect costs), manage Mono County Trail Stewards field operations and scheduling, design and develop project specific signage, and coordinate with Roads Division Superintendent, Federal/State land management agencies, and contractors (MLTPA)	150.0000	56.910	FTE	8,537.00	7,537.00	1,000.00
4. Staff-Mono County Roads Superintendent Notes : Mono County Roads Superintendent will supervise Roads Division Staff, coordinate heavy equipment deployment, scheduling, and coordinate in the field with inter-agency staff.	150.0000	84.000	FTE	12,600.00	11,340.00	1,260.00
5. Staff-Town of Mammoth Lakes Trail Manager Notes : Mammoth Lakes Trail System - GIS/Graphic Design	80.0000	69.330	FTE	5,546.00	0.00	5,546.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Mono County  
 Application: Restoration

3/7/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	mapping consultation, supervising MLTPA staff and data assets, quality control. (Town of Mammoth Lakes - Match)						
<b>Total for Staff</b>					171,433.00	153,727.00	17,706.00
<b>2</b>	<b>Contracts</b>						
	1. Contracts-MLTPA 501(c)3 Notes : Mammoth Lakes Trails and Public Access Foundation (MLTPA) - local 501(c) 3 (contractor) will provide GIS mapping, Graphic Design, Project Management, and coordinating meetings and consultation with applicant and land management agencies in development of mapping, cartography, educational products and kiosks, and GIS monitoring data systems related to restoration project. MLTPA staff will also assist in deployment of vehicle/OHV counters and compilation of vehicle/OHV counter reports. Contract with Mono County  Match - Town of Mammoth Lakes - Mammoth Lakes Trail System, Mono County, Mammoth Lakes Recreation	1000.0000	60.000	FTE	60,000.00	53,000.00	7,000.00
	2. Contracts-Trail/Restoration Crew (contract) Notes : Contracted Trail/Restoration Crew to provide additional capacity for project specific work as needed (Town of Mammoth Lakes Trail Crew/ Other). Contract with Mono County.	400.0000	25.000	FTE	10,000.00	8,900.00	1,100.00
<b>Total for Contracts</b>					70,000.00	61,900.00	8,100.00
<b>3</b>	<b>Materials / Supplies</b>						

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Mono County  
 Application: Restoration

3/7/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	1. Materials / Supplies-Signs & Kiosks Notes : New and replacement markers, carsonites, decals, route closure signs, MUTC custom (road) signs, hardware, lumber, plexi-glass, custom printed map/kiosk signs and posters, and associated tools not currently inventoried (post hole digger, auguer, anti-theft hardware tools, etc.) - required for installation.	1.0000	30000.000	MISC	30,000.00	27,000.00	3,000.00
	2. Materials / Supplies-OHV/ Vehicle Counters/ Wildlife Cameras Notes : Purchase of ~ (5) OHV/Vehicle Counters and/or wildlife cameras to monitor route closures and restoration needs.	5.0000	590.000	EA	2,950.00	2,360.00	590.00
	3. Materials / Supplies-OHV Map Printing Notes : Production of OHV Recreation Maps - estimate based on similar OSV products produced by Mammoth Lakes Recreation and the Town of Mammoth Lakes.	5000.0000	0.950	EA	4,750.00	4,200.00	550.00
	4. Materials / Supplies-OHV Brochure Holders Notes : OHV/OSV Brochure/Map Holders for OHV/OSV Kiosks. Replace existing (damaged/broken/missing) and install with new.	20.0000	220.000	EA	4,400.00	3,900.00	500.00
	5. Materials / Supplies-Gates/Fencing/Bollards Notes : Gates/Fencing/Bollards to protect roads/resources from OHV trespass.	5.0000	500.000	EA	2,500.00	2,250.00	250.00
<b>Total for Materials / Supplies</b>					<b>44,600.00</b>	<b>39,710.00</b>	<b>4,890.00</b>
<b>4</b>	<b>Equipment Use Expenses</b>						

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Mono County  
 Application: Restoration

3/7/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	1. Equipment Use Expenses-Mono County - Heavy Equipment Use Rate Notes : Average Heavy Equipment Use Rate @ \$55/unit	600.0000	55.000	HRS	33,000.00	29,370.00	3,630.00
	2. Equipment Use Expenses-Mono County - Admin Support Equipment Notes : Administrative Support Equipment & Trail Crew work vehicle expenses to complete project work & monitoring @ \$45/hour.	990.0000	45.000	HRS	44,550.50	39,650.00	4,900.50
<b>Total for Equipment Use Expenses</b>					77,550.50	69,020.00	8,530.50
<b>5</b>	<b>Equipment Purchases</b>						
<b>6</b>	<b>Others</b>						
<b>Total Program Expenses</b>					363,583.50	324,357.00	39,226.50
<b>TOTAL DIRECT EXPENSES</b>					363,583.50	324,357.00	39,226.50
<b>INDIRECT EXPENSES</b>							
<b>Indirect Costs</b>							
<b>1</b>	<b>Indirect Costs</b>						
	1. Indirect Costs-Mono County Recreation Coordinator Notes : Indirect Costs to Mono County - Eastern Sierra Sustainable Recreation Coordinator to administer grant (e.g. accounting services, contract administration, invoicing, reimbursement requests, etc.)	100.0000	56.910	FTE	5,691.00	0.00	5,691.00
	2. Indirect Costs-Mono County Admin Support Notes : Administrative and accounting services associated	1.0000	5000.000	MISC	5,000.00	5,000.00	0.00

Project Cost Estimate for Grants and Cooperative Agreements Program - 2022  
 Agency: Mono County  
 Application: Restoration

3/7/2022

	Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
	with grant reporting						
<b>Total for Indirect Costs</b>					10,691.00	5,000.00	5,691.00
<b>Total Indirect Costs</b>					10,691.00	5,000.00	5,691.00
<b>TOTAL INDIRECT EXPENSES</b>					10,691.00	5,000.00	5,691.00
<b>TOTAL EXPENDITURES</b>					<b>374,274.50</b>	<b>329,357.00</b>	<b>44,917.50</b>

Project Cost Summary for Grants and Cooperative Agreements Program - 2022  
 Agency: Mono County  
 Application: Restoration

3/7/2022

	Category	Total	Grant Req.	Match	Narrative
<b>DIRECT EXPENSES</b>					
<b>Program Expenses</b>					
1	Staff	171,433.00	153,727.00	17,706.00	
2	Contracts	70,000.00	61,900.00	8,100.00	
3	Materials / Supplies	44,600.00	39,710.00	4,890.00	
4	Equipment Use Expenses	77,550.50	69,020.00	8,530.50	
5	Equipment Purchases	0.00	0.00	0.00	
6	Others	0.00	0.00	0.00	
<b>Total Program Expenses</b>		<b>363,583.50</b>	<b>324,357.00</b>	<b>39,226.50</b>	
<b>TOTAL DIRECT EXPENSES</b>		<b>363,583.50</b>	<b>324,357.00</b>	<b>39,226.50</b>	
<b>INDIRECT EXPENSES</b>					
<b>Indirect Costs</b>					
1	Indirect Costs	10,691.00	5,000.00	5,691.00	
<b>Total Indirect Costs</b>		<b>10,691.00</b>	<b>5,000.00</b>	<b>5,691.00</b>	
<b>TOTAL INDIRECT EXPENSES</b>		<b>10,691.00</b>	<b>5,000.00</b>	<b>5,691.00</b>	
<b>TOTAL EXPENDITURES</b>		<b>374,274.50</b>	<b>329,357.00</b>	<b>44,917.50</b>	

## Soil Conservation

FOR OFFICE USE ONLY:

Version # \_\_\_\_\_

APP # \_\_\_\_\_

### PART 1 - DETERMINE THE NEED FOR FULL SOIL CONSERVATION PLAN (SCP)

**All Applicants submitting Projects involving Ground Disturbing Activities shall submit a Soil Conservation Plan that clearly identifies what proposed Project(s) will be addressed and how the Soil Conservation Standard will be achieved for each proposed Project. The Soil Conservation Plan must cover the combined Project Area of all proposed Projects with Ground Disturbing Activities.**

Applicants able to certify that none of the proposed activities listed in the Application have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability, shall submit the Soil Conservation Plan form only. Applicants who cannot certify that the proposed activities listed in the Application will have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities or generate soil loss that exceeds restorability shall submit the Soil Conservation Plan form and a Soil Conservation Plan (refer to 14 CCR Section 4970.06.3).

Applicants who cannot certify that the proposed activities listed in the Application in areas open to legal OHV Recreation have no potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability shall submit SCP Parts 1 and 2.

1. Do any of proposed Projects involve Ground Disturbing Activities? (If you checked  Yes  No YES, complete # Question 2. If you checked NO, stop here).
2. Can the Applicant certify that none of the proposed Projects with Ground Disturbing Activities, including the OHV Recreation directly facilitated by these activities, have potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability? (If you checked YES complete SCP Form Item #2. If you checked NO, stop here).

#### SCP Form Item #2

Discuss the analysis and justification used to certify that the proposed Project, or OHV Recreation activity, does not have the potential to cause erosion or sedimentation which significantly affects resource values beyond the Facilities, or generate soil loss that exceeds restorability.

## Evaluation Criteria

FOR OFFICE USE ONLY: Version # \_\_\_\_\_ APP # \_\_\_\_\_

### 1. Project Cost Estimate - Q 1. (Auto populates from Cost Estimate)

1. As calculated on the Project Cost Estimate, the percentage of the Project costs covered by the Applicant is: 1

(Note: This field will auto-populate once the Cost Estimate and Evaluation Criteria are Validated.)

- 76% or more (10 points)  
 66% - 75% (7 points)  
 51% - 65% (5 points)  
 36% - 50% (4 points)  
 26% - 35% (2 points)  
 11% - 25% (1 point)  
 10% (Match minimum) (No points)

### 2. Natural and Cultural Resources - Q 2.

2. Cultural and Natural Resources that would be adversely impacted if the Project failed to be funded: 20

(Check all that apply)

- Archeological and historical resources identified in the California Register of Historical Resources or the National Register of Historic Places (3 points)  
 Bodies of Water (e.g., stream, reservoir, canal, lake, etc.) (3 points)  
 Soils- Potential for mass wasting (e.g., landslides, debris flow, excessive erosion, etc.) (2 points)  
 Sensitive areas (e.g., Areas of Critical Environmental Concern, designated wilderness areas, wild and scenic rivers, etc.) (2 point each, up to a maximum of 6) [6]  
 Threatened and Endangered (T&E) listed species (2 point each, up to a maximum of 6) [6]  
 Other special-status species\* (1 point each, up to a maximum of 3) [3]  
 Project is solely for Restoration Planning (No points)

Provide a detailed explanation regarding the type and severity of impacts that might occur relative to the item(s) checked above:

Unauthorized OHV access negatively impacts the below resources:

\* Project specific work identified in the Lobdell Lake, Hot Creek, Leavitt Lake, Sherwin Creek/Laurel Lake, Long Valley Hot Springs and Owens River Watershed areas

\* Wilderness Areas include the Hoover, John Muir, Ansel Adams, Granite Mountain, White Mountain, Carson-Iceberg, and Owens River Headwater designated Wilderness Areas

\* Areas of Critical Environmental concern include Conway Summit, Bodie Bowl, Slinkard Valley, Travertine, and Fish Slough designated ACEC Areas

\* Wild and Scenic Rivers include the Owens River Headwaters, Cottonwood Creek, and West Walker River (CA)

\* T&E Species include the Mountain Yellow Legged Frog, Lahontan Cutthroat Trout, Sierra Nevada Red Fox, and Yosemite Toad, Greater Sage Grouse, Sierra Nevada Bighorn Sheep, Fish Slough Milk Vetch, present in



the Project Area

\* SSS/SSC Species include the Sierra Marten, Bald Eagle, California Spotted Owl, California Golden Trout, Bodie Hills Rockcress, among others.

**3. Reason for Project - Q 3.**

3. The primary reason for the Project is: 4

(Check the one most appropriate)

- Protect special-status species or cultural site (4 points)
- Restore natural resource system damaged by OHV activity (4 points)
- OHV activity in a closed area (3 points)
- Alternative measures attempted, but failed (2 points)
- Management decision (1 point)
- Scientific and cultural studies (1 point)
- Planning efforts associated with Restoration (1 point)

Provide a name and date of reference document that supports this Project:

\* 2009 Inyo National Forest Travel Management EIS Chapter 3, Soil and Geologic Resources section pgs.185-193, Water Resources section pgs 217-231 and botanical resources section pgs 263-27 outline the need to restore natural resource systems. The INF Land and Resource Management Plan (2019) also describes the need to restore natural systems.

\* Bishop Resource Management Plan (March 25, 1993), P8, Public lands will be managed in a manner that will protect the quality of scientific, scenic, historical, ecological, environmental, air and atmospheric, water resource, and archaeological values; that, where appropriate, will preserve and protect certain public lands in their natural condition; that will provide food and habitat for fish and wildlife and domestic animals; and that will provide for outdoor recreation and human occupancy and use [Section 102(a)(8)].

\* 1986 Toiyabe National Forest Land and Resource Management Plan Pages IV-49 to IV-50 document the need for restoration/protection of sensitive habitat;

**4. Measures to Ensure Success - Q 4.**

4. The Project makes use of the following elements to ensure successful implementation: 12

(Check all that apply)

- Site monitoring to prevent additional damage (2 points)
- Construction of barriers and other traffic control devices (2 points)
- Use of native plants and materials (2 points)
- Incorporation of universally recognized "Best Management Practices" (2 points)
- Educational signage (2 points)
- Identification of alternate OHV routes to ensure that OHV activities will not reoccur in restored area (2 points)
- Project is solely for Restoration Planning (No points)

Provide a detailed explanation for each statement that was checked above:

On-going site monitoring will be accomplished by staff patrols and vehicle/ohv counter deployment. Construction of barriers and other traffic control devices will be implemented by Mono County Roads Division and Trail Stewards in coordination with land management staff (rock armoring, barrier installation, etc.) Use of native plants and materials will be used in all restoration efforts where practicable (materials may be brought in where natural materials for armoring, barriers, etc. are not present). All activities will incorporate universally recognized

BMPs as adopted by land management agencies and project will include mapping/signage/kiosks educational elements that include identification of alternate (legal) OHV routes to ensure that OHV activities will not reoccur in restored areas.

**5. Publicly Reviewed Plan - Q 5.**

5. Is there a publicly reviewed and adopted plan (e.g., wilderness designation, land management plan, route designation decision) that supports the need for the Restoration Project? 5

(Check the one most appropriate)

- No (No points)  
 Yes (5 points)

Provide name and date of the plan that supports the Project:

Wilderness designation, LMP, and Travel Management and/or OHV Management/ Restoration decisions have been adopted by land management agencies in Mono County which support the need for this Restoration Project. In addition, the Mono County General Plan, Transportation and Trails plans, and Eastern Sierra Sustainable Recreation Partnership Cooperative Agreement have adopted decisions consistent with this project. The below planning documents (among many others) support the need for this Restoration Project:

Bishop Resource Management Plan, March 25, 2019  
Inyo National Forest Land Management Plan, 2018  
Inyo National Forest Travel Management Decision, November 2016  
Toiyabe National Forest Land and Resource Management Plan, 1986  
Bridgeport Travel Management Project - Final EIS, 2010  
Mono County General Plan - 2009; Regional Transportation & Trails Plan(s) - 2015  
Owens River Headwaters Wilderness Designation - 2009

**6. Primary Funding Source - Q 6.**

6. Primary funding source for all future operational costs associated with the Project will be: 3

(Check the one most appropriate)

- Applicant's or Land Manager's operational budget. Applicant will not apply for future Grants (5 points)  
 Combination of OHV Trust Funds and operational budget (3 points)  
 OHV Trust Funds (No points)

Provide a detailed explanation for checked statement:

Mono County contributions to OHV management are funded by a combination of general funds and geothermal special-use fund designated for recreation management and programming. Mono County Sheriffs department applied for \$140,500.00 to fund additional OHV patrols (GCA-19). BLM - primary funding is provided by base funding however, OHV Trust Fund grants are utilized; USFS utilizes a combination of appropriated and OHMVR funds to complete restoration work consistent with its LMP and Travel Management Decisions. Invoices/reimbursement requests filed/documentated with OHMVR Division by each Agency/Department where OHMVR Division funding is utilized.

**7. Public Input - Q 7.**

7. The Project was developed with public input prior to the preliminary Application filing deadline. Public input employed the following: 1

(Check all that apply)

- The Applicant initiated and conducted publicly noticed meeting(s) with the general public to discuss Project (1 point)

- The Applicant held a meeting(s) with multiple distinct stakeholders separate from their general public meeting (1 point)

Provide a detailed explanation for each statement that was checked. Identify date(s) of meetings, location(s), participants, how public was notified of the meeting, and who hosted the meeting. Applicant must identify how distinct stakeholders are stakeholder to the Project. Do not include internal agency meetings or meetings that occurred more than 12 months prior to filing the preliminary Application:

Note: For any meeting held virtually, the Applicant must notify the Division prior to the virtual meeting by email at OHV.Grants@parks.ca.gov.

October 26, 2021 - Mono County District 3 Supervisor held a OHV specific meeting with multiple distinct stakeholders to discuss the increase in OHV use and related issues. Participants to this meeting advocated for both the preservation of legal OHV systems, and the need for additional mapping/signs related to OHV trespass and restoration in impacted areas, notably Mono Basin and County Maintained Road Miles.

February 10, 2022 - Mono County Recreation Coordinator met with Town of Mammoth Lakes/ Mammoth Lakes Recreation/ consortium of trail-user groups to discuss Mono County's application for Restoration Grant Funding. The Mammoth Lakes Trail System approved partial funding of the development of a Recreation Mapping Product at this meeting (match).

**8. Utilization of Partnerships - Q 8.**

8. The Project will utilize partnerships to successfully accomplish the Project. Identify the number of organizations that will actively participate in the Project. Partners cannot include any unit of the OHVMR Division, subcontractors, any participant being paid by this OHV Grant and Cooperative agreement, or any Grantee receiving Grant funds for a Project in the Project Area as specified in this Application. 4

(Check the one most appropriate)

- 4 or more (4 points)  
 2 to 3 (2 points)  
 1 (1 point)  
 None (No points)

List each partner organization(s) separately and provide a detailed explanation for how each partner will participate in the Project:

Town of Mammoth Lakes - Trail Manager assists with supervision of GIS/cartography staff and GIS/graphic design assets used for implementation of mapping, sign, and kiosk development and implementation as part of this project.

Mammoth Lakes Trails and Public Access Foundation - 501(c)3 will assist in development of mapping products consistent with other products produced in partnership with Mono County and Mammoth Lakes Recreation (OSV Safety & Education Mapping Products)

Mammoth Lakes Recreation - 501(c)3 & Mammoth Trails Committee act as recommending body for Mammoth Lakes Trail System expenditures used as match for GIS data systems and mapping deliverables in addition to administering the Eastern Sierra Adopt-a-Trail program (project match).

Humboldt-Toiyabe National Forest - Resource/OHV specialists and technicians to assist with project work identified in the Leavitt Meadows/ Lobdell Lake areas (grantee not receiving Grant funds for a Project in the Project Area as specified in this Application).

**9. Scientific and Cultural Studies - Q 9.**

9. Scientific and cultural studies will: (Respond ONLY if Restoration Project involves scientific and/or cultural studies.)

(Check all that apply)

- Determine appropriate Restoration techniques (2 points)  
 Examine potential effects of OHV Recreation on natural or cultural resources (2 points)  
 Examine methods to ensure success of Restoration efforts (1 point)  
 Lead to direct management action (1 point)

Provide a detailed explanation for each selection:

**10. Underlying Problem - Q 10.**

10. The underlying problem that resulted in the need for the Restoration Project has been effectively addressed and resolved (e.g., incursions are no longer occurring) prior to this Application: 0

(Check the one most appropriate)

- No (No points)  
 Yes (3 points)

Provide a detailed explanation for the "Yes" response:

**11. Size of Sensitive Habitats - Q 11.**

11. The size of sensitive habitats (e.g., Areas of Critical Environmental Concern, designated wilderness areas, wild and scenic rivers, meadows, wetlands, etc.) which will be actively restored through the Project will be: 3

(Check the one most appropriate)

- Greater than 10 acres within the Project Area (5 points)  
 1 – 10 acres within the Project Area (3 points)  
 Less than 1 acre within the Project Area (1 point)  
 No sensitive habitat will be restored within the Project Area (No points)

**12. Cause of Restoration activity - Q12**

12. Is the majority of the restoration activity being performed in the Project Area caused by current legal/illegal OHV Recreation? 20

(Check the one most appropriate)

- Yes (20 Points)  
 No ( No points)

Provide a detailed explanation for the "Yes" response:

Off Highway Vehicle incursion (combination POV (vehicle), ATV/UTV/ROV/dirt bike/ motorcycles constitute the majority of impacts to sensitive areas requiring restoration. This project is meant to map, restore, and sign existing legal OHV uses to mitigate OHV trespass documented by each land management unit and confine OHV trespass to authorized roads and trails. OHV use, particularly ROV/ATV/ green-sticker registered motorcycles are frequently monitored on county-maintained roads designated for "Street Legal Vehicles Only".



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Finance**

**TIME REQUIRED**

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Janet Dutcher, Finance Director

**SUBJECT** Resolution Approving Pension Rate  
Stabilization Trust with Public  
Agencies Retirement Services  
(PARS)

### AGENDA DESCRIPTION:

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

Pursuant to the workshop conducted on March 15, 2022 illustrating the use of the Pension Rate Stabilization Trust (PRST) as a strategy mitigating CalPERS pension contribution rate volatility and periodically reducing the County's unfunded pension liability, this item effectuates establishment of the PRST by proposing a resolution approving the adoption of the Public Agencies Post-Employment Benefits Trust administered by PARS to establish an irrevocable Section 115 PRST to pre-fund CalPERS pension obligations.

### RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Janet Dutcher

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download
<a href="#">Staff Report</a>
<a href="#">Resolution adopting PARS RRST</a>
<a href="#">Agreement for Administrative Services</a>
<a href="#">Private Letter Ruling</a>
<a href="#">Sample Trustee Investment Management Fee Schedule</a>

---

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/4/2022 10:35 AM	County Counsel	Yes
5/4/2022 4:06 PM	Finance	Yes
5/13/2022 4:39 PM	County Administrative Office	Yes



# DEPARTMENT OF FINANCE

## AUDITOR-CONTROLLER

### COUNTY OF MONO

---

*Kim Bunn*  
Assistant Finance Director  
Auditor-Controller

*Janet Dutcher, CPA, CGFM, MPA*  
Director of Finance

*Gerald Frank*  
Assistant Finance Director  
Treasurer - Tax Collector

**To:** Board of Supervisors and Public

**From:** Janet Dutcher, Finance Director

**Date:** May 17, 2022

**Re:** Establish Pension Rate Stabilization Trust with Public Agency Retirement Services (PARS)

#### **Background**

On November 9, 2021, staff held a CalPERS pension workshop with the Board, which reported the County's unfunded accrued pension liability at more than \$67 million as of June 30, 2020. While CalPERS investment results for fiscal year ended June 30, 2021 and the County's pension liability is projected to be adjusted down to \$51 million, annual unfunded accrued liability (UAL) payments are at an all time high of \$5.2 million and forecast between \$5 and \$6 million each of the next six years. Altogether, required spending on the UAL represents money taken away from delivering public services, forcing the possibility of service cuts to balance the County's budget.

On January 18, 2022, staff conducted a County Retiree Health Care Obligation workshop with the Board. While the retiree obligation is \$30.9 million, the County has prefunded this obligation by making contributions to an irrevocable trust with PARS, from 2008 through 2019, totaling more than \$13.7 million. Together with investment earnings, the County's post-employment health benefit (OPEB) trust balance is \$29.4 million, making the OPEB liability 95% funded.

The County's FY 2021-22 budget includes appropriations charging all departments an aggregated amount of \$1,764,000, which is the amount estimated to pay this year's retiree health care costs. With the OPEB liability being 95% funded, there is an opportunity to redirect budgetary savings for other purposes. One such purpose is to deposit these savings in a Pension Rate Stabilization Trust (PRST).

On March 15, 2022, staff presented a workshop illustrating the use of PRST as a strategy mitigating CalPERS contribution rate volatility and periodically reducing the County's unfunded pension liability held with CalPERS. Trust assets are accumulated and then withdrawn during periods of escalating pension contributions and acts as a buffer to achieve stability in the County's budget.

## **Today's Agenda Item**

County staff recommends establishing a PRST to be administered by Public Agency Retirement Services (PARS). The benefit is the County can make annual contributions to the trust with the resources being invested for long-term growth and the future balance gives the County an option to utilize trust assets to limit the budgetary impact of increasing annual pension costs.

Staff finds that our existing relationship with PARS has been so successful that significant prefunding of OPEB costs has been achieved. The recommendation is to repeat this success story with our pension obligation by again partnering with PARS.

Steps to implement the PRST with PARS are as follows:

1. County Board of Supervisors authorize establishment of the trust by adopting the PARS resolution and appointing a plan administrator. Recommendation is to appoint the Mono County Finance Director as plan administrator, same as it is with our OPEB trust. This is today's recommended action.
2. The Plan Administrator executes the Agreement for Administrative Services with PARS. This agreement is attached to this agenda item for reference.
3. The County team develops the investment policy and guidelines with the PARS investment manager.
4. County develops policies and procedures for future annual contributions and/or disbursements. This will occur in alignment with the fiscal year 2022-2023 budget process.
5. PARS conducts an annual client services review.

Today's agenda item requests Board of Supervisors approval of the attached resolution adopting the PRST trust (legally referred to as the Public Agencies Post-Employment Benefits Trust) and allowing for the execution of legal and administrative documents and other related actions required to administer the County's plan to prefund future pension contributions. A copy of the IRS private letter ruling confirming the legality of the trust and tax-exempt status is also attached to this agenda item for reference.

Discussion of making contributions will occur with fiscal year 2022-2023 budget conversations.





R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
APPROVING THE ADOPTION OF THE PUBLIC AGENCIES POST-EMPLOYMENT  
BENEFITS TRUST ADMINISTERED BY PUBLIC AGENCY RETIREMENT  
SERVICES (PARS)**

**WHEREAS**, the County of Mono (the “County”) is currently participating in the Public Agencies Post-Retirement Health Care Plan Trust for the pre-funding of its retiree health benefits and other post-employment benefits other than pension benefits (“OPEB”); and

**WHEREAS**, the County desires to set aside funds for the purpose of pre-funding its CalPERS pension obligation that will be held in trust for the exclusive purpose of making future contributions of the County’s required pension contributions and any employer contributions in excess of such required contributions at the discretion of the County; and

**WHEREAS**, PARS has made available the Public Agencies Post-Employment Benefits Trust (the “Program”) for the purpose of pre-funding both pension obligations and/or OPEB obligations as specified in the County’s plans, policies and/or applicable collective bargaining agreements; and

**WHEREAS**, the County is eligible to participate in the Program, a tax-exempt trust performing an essential governmental function within the meaning of Section 115 of the Internal Revenue Code, as amended, and the Regulations issued there under, and is a tax-exempt trust under the relevant statutory provisions of the State of California; and

**WHEREAS**, the County can manage the pre-funding of its pension and OPEB obligations in a single trust under this Program, thereby gaining administrative and cost efficiencies; and

**WHEREAS**, the County’s adoption and operation of the Program has no effect on any current or former employee’s entitlement to post-employment benefits; and

**WHEREAS**, the terms and conditions of post-employment benefit entitlement, if any, are governed by contracts separate from and independent of the Program; and

**WHEREAS**, the County’s funding of the Program does not, and is not intended to, create any new vested right to any benefit nor strengthen any existing vested right; and

1           **WHEREAS**, the County reserves the right to make contributions, if any, to the Program.

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

4  
5           **SECTION ONE:** The Governing Board of Supervisors hereby adopts the Public  
6 Agencies Post-Employment Benefits Trust, effective May 17, 2022; and

7           **SECTION TWO:** The Governing Board of Supervisors hereby appoints the Finance  
8 Director, or his/her successor or his/her designee as the County's Plan Administrator for the  
9 Program; and

10          **SECTION THREE:** The County's Plan Administrator is hereby authorized to execute  
11 the PARS legal and administrative documents on behalf of the County and to take whatever  
12 additional actions are necessary to maintain the County's participation in the Program and to  
13 maintain compliance of any relevant regulation issued or as may be issued; therefore,  
14 authorizing him/her to take whatever additional actions are required to administer the County's  
15 Program; and

16          **SECTION FOUR:** The Governing Board of Supervisors, in accordance with Section  
17 3.3 of the Public Agencies Post-Retirement Health Care Plan Trust adopted effective November  
18 1, 2007, hereby authorizes the withdrawal from said trust and directs the transfer of assets held  
19 in said trust to the OPEB Account established in the name of the County under the Public  
20 Agencies Post-Employment Benefits Trust, adopted herewith.

21          **PASSED, APPROVED and ADOPTED** this 17 day of April, 2022, by the following  
22 vote, to wit:

23          **AYES:**

24          **NOES:**

25          **ABSENT:**

26          **ABSTAIN:**

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

31          **ATTEST:**

32          **APPROVED AS TO FORM:**

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

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

## AGREEMENT FOR ADMINISTRATIVE SERVICES

This agreement (“Agreement”) is made this 17<sup>th</sup> day of May, 2022 between Phase II Systems, a corporation organized and existing under the laws of the State of California, doing business as Public Agency Retirement Services and PARS (hereinafter “PARS”) and the County of Mono (“Agency”).

WHEREAS, the Agency has adopted the PARS Public Agencies Post-Employment Benefits Trust for the purpose of pre-funding pension obligations and/or Other Post-Employment Benefits (“OPEB”) obligations (“Plan”) and is desirous of retaining PARS as Trust Administrator to the Trust, to provide administrative services.

NOW THEREFORE, the parties agree:

1. **Services.** PARS will provide the services pertaining to the Plan as described in the exhibit attached hereto as “Exhibit 1A” (“Services”) in a timely manner, subject to the further provisions of this Agreement.
2. **Fees for Services.** PARS will be compensated for performance of the Services as described in the exhibit attached hereto as “Exhibit 1B”.
3. **Payment Terms.** Payment for the Services will be remitted directly from Plan assets unless the Agency chooses to make payment directly to PARS. In the event that the Agency chooses to make payment directly to PARS, it shall be the responsibility of the Agency to remit payment directly to PARS based upon an invoice prepared by PARS and delivered to the Agency. If payment is not received by PARS within thirty (30) days of the invoice delivery date, the balance due shall bear interest at the rate of 1.5% per month. If payment is not received from the Agency within sixty (60) days of the invoice delivery date, payment plus accrued interest will be remitted directly from Plan assets, unless PARS has previously received written communication disputing the subject invoice that is signed by a duly authorized representative of the Agency.
4. **Fees for Services Beyond Scope.** Fees for services beyond those specified in this Agreement will be billed to the Agency at the rates indicated in the PARS’ standard fee schedule in effect at the time the services are provided and shall be payable as described in Section 3 of this Agreement. Before any such services are performed, PARS will provide the Agency with a detailed description of the services, terms, and applicable rates for such services. Such services, terms, and applicable rates shall be agreed upon in writing and executed by both parties.
5. **Information Furnished to PARS.** PARS will provide the Services contingent upon the Agency providing PARS the information specified in the exhibit attached hereto as “Exhibit 1C” (“Data”). It shall be the responsibility of the Agency to certify the accuracy, content, and completeness of the Data so that PARS may rely on such information without further audit. It shall further be the responsibility of the Agency to deliver the Data to PARS in such a manner that allows for a reasonable amount of time for the Services to be performed. Unless specified in Exhibit 1A, PARS shall be under no duty to question Data received from the Agency, to compute contributions made to the

Plan, to determine or inquire whether contributions are adequate to meet and discharge liabilities under the Plan, or to determine or inquire whether contributions made to the Plan are in compliance with the Plan or applicable law. In addition, PARS shall not be liable for nonperformance of Services to the extent such nonperformance is caused by or results from erroneous and/or late delivery of Data from the Agency. In the event that the Agency fails to provide Data in a complete, accurate and timely manner and pursuant to the specifications in Exhibit 1C, PARS reserves the right, notwithstanding the further provisions of this Agreement, to terminate this Agreement upon no less than ninety (90) days written notice to the Agency.

6. **Records.** Throughout the duration of this Agreement, and for a period of five (5) years after termination of this Agreement, PARS shall provide duly authorized representatives of Agency access to all records and material relating to calculation of PARS' fees under this Agreement. Such access shall include the right to inspect, audit and reproduce such records and material and to verify reports furnished in compliance with the provisions of this Agreement. All information so obtained shall be accorded confidential treatment as provided under applicable law.
7. **Confidentiality.** Without the Agency's consent, PARS shall not disclose any information relating to the Plan except to duly authorized officials of the Agency, subject to applicable law, and to parties retained by PARS to perform specific services within this Agreement. The Agency shall not disclose any information relating to the Plan to individuals not employed by the Agency without the prior written consent of PARS, except as such disclosures may be required by applicable law.
8. **Independent Contractor.** PARS is and at all times hereunder shall be an independent contractor. As such, neither the Agency nor any of its officers, employees or agents shall have the power to control the conduct of PARS, its officers, employees, or agents, except as specifically set forth and provided for herein. PARS shall pay all wages, salaries, and other amounts due its employees in connection with this Agreement and shall be responsible for all reports and obligations respecting them, such as social security, income tax withholding, unemployment compensation, workers' compensation, and similar matters.
9. **Indemnification.** PARS and Agency hereby indemnify each other and hold the other harmless, including their respective officers, directors, and employees, from any claim, loss, demand, liability, or expense, including reasonable attorneys' fees and costs, incurred by the other as a consequence of, to the extent, PARS' or Agency's, as the case may be, negligent acts, errors or omissions with respect to the performance of their respective duties hereunder.
10. **Compliance with Applicable Law.** The Agency shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding the administration of the Plan. PARS shall observe and comply with federal, state, and local laws in effect when this Agreement is executed, or which may come into effect during the term of this Agreement, regarding Plan administrative services provided under this Agreement.

11. **Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. In the event any party institutes legal proceedings to enforce or interpret this Agreement, venue and jurisdiction shall be in any state court of competent jurisdiction.
12. **Force Majeure.** When a party's nonperformance hereunder was beyond the control and not due to the fault of the party not performing, a party shall be excused from performing its obligations under this Agreement during the time and to the extent that its performance is prevented by such cause. Such cause shall include, but not be limited to: any incidence of fire, flood, acts of God or unanticipated communicable disease, acts of terrorism or war commandeering of material, products, plants or facilities by the federal, state or local government, a material act or omission by the other party or any law, ordinance, rule, guidance or recommendation by the federal, state or local government, or any agency thereof, which becomes effective after the date of this Agreement that delays or renders impractical either party's performance under the Agreement.
13. **Ownership of Reports and Documents.** The originals of all letters, documents, reports, and data produced for the purposes of this Agreement shall be delivered to and become the property of the Agency. Copies may be made for PARS but shall not be furnished to others without written authorization from Agency.
14. **Designees.** The Plan Administrator of the Agency, or their designee, shall have the authority to act for and exercise any of the rights of the Agency as set forth in this Agreement, subsequent to and in accordance with the written authority granted by the Governing Body of the Agency, a copy of which writing shall be delivered to PARS. Any officer of PARS, or his or her designees, shall have the authority to act for and exercise any of the rights of PARS as set forth in this Agreement.
15. **Notices.** All notices hereunder and communications regarding the interpretation of the terms of this Agreement, or changes thereto, shall be effected by delivery of the notices in person or by depositing the notices in the U.S. mail, registered or certified mail, return receipt requested, postage prepaid and addressed as follows:
  - (A) To PARS: PARS; 4350 Von Karman Avenue, Suite 100, Newport Beach, CA 92660; Attention: President
  - (B) To Agency: County of Mono; PO Box 556, Bridgeport, CA 93517; Attention: Janet Dutcher, County Finance Director.Notices shall be deemed given on the date received by the addressee.
16. **Term of Agreement.** This Agreement shall remain in effect for the period beginning May 17, 2022 and ending May 17, 2025 ("Term"). This Agreement may be terminated at any time by giving thirty (30) days' written notice to the other party of the intent to terminate. Absent a thirty (30) day written notice to the other party of the intent to terminate, this Agreement will continue unchanged for successive twelve-month periods following the Term.
17. **Amendment.** This Agreement may not be amended orally, but only by a written

instrument executed by the parties hereto.

18. **Entire Agreement.** This Agreement, including exhibits, contains the entire understanding of the parties with respect to the subject matter set forth in this Agreement. In the event a conflict arises between the parties with respect to any term, condition or provision of this Agreement, the remaining terms, conditions, and provisions shall remain in full force and legal effect. No waiver of any term or condition of this Agreement by any party shall be construed by the other as a continuing waiver of such term or condition.
19. **Attorneys' Fees.** In the event any action is taken by a party hereto to enforce the terms of this Agreement the prevailing party herein shall be entitled to receive its reasonable attorneys' fees.
20. **Counterparts.** This Agreement may be executed in any number of counterparts, and in that event, each counterpart shall be deemed a complete original and be enforceable without reference to any other counterpart.
21. **Headings.** Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
22. **Effective Date.** This Agreement shall be effective on the date first above written, and also shall be the date the Agreement is executed.

**AGENCY:**

BY: \_\_\_\_\_  
Janet Dutcher  
TITLE: Mono County Finance Director  
DATE: \_\_\_\_\_

BY: \_\_\_\_\_  
Jay Sloane  
TITLE: Mono County Risk Manager

BY: \_\_\_\_\_  
Anne Frievalt  
TITLE: Assistant County Counsel

**PARS:**  
BY: \_\_\_\_\_  
Tod Hammeras  
TITLE: Chief Financial Officer  
DATE: \_\_\_\_\_

EXHIBIT 1A  
SERVICES

PARS will provide the following services for the [Agency Name] Public Agencies Post-Employment Benefits Trust:

1. Plan Installation Services:

- (A) Meeting with appropriate Agency personnel to discuss plan provisions, implementation timelines, actuarial valuation process, funding strategies, benefit communication strategies, data reporting, and submission requirements for contributions/reimbursements/distributions;
- (B) Providing the necessary analysis and advisory services to finalize these elements of the Plan;
- (C) Providing the documentation needed to establish the Plan to be reviewed and approved by Agency legal counsel. Resulting final Plan documentation must be approved by the Agency prior to the commencement of PARS Plan Administration Services outlined in Exhibit 1A, paragraph 2 below.

2. Plan Administration Services:

- (A) Monitoring the receipt of Plan contributions made by the Agency to the trustee of the PARS Public Agencies Post-Employment Benefits Trust (“Trustee”), based upon information received from the Agency and the Trustee;
- (B) Performing periodic accounting of Plan assets, reimbursements/distributions, and investment activity, based upon information received from the Agency and/or Trustee;
- (C) Coordinating the processing of distribution payments pursuant to authorized direction by the Agency, and the provisions of the Plan, and, to the extent possible, based upon Agency-provided Data;
- (D) Coordinating actions with the Trustee as directed by the Plan Administrator within the scope of this Agreement;
- (E) Preparing and submitting a monthly report of Plan activity to the Agency, unless directed by the Agency otherwise;
- (F) Preparing and submitting an annual report of Plan activity to the Agency;
- (G) Facilitating actuarial valuation updates and funding modifications for compliance with the applicable GASB pronouncements and/or statements, if prefunding OPEB obligations;
- (H) Coordinating periodic audits of the Trust;
- (I) Monitoring Plan and Trust compliance with federal and state laws.

3. PARS is not licensed to provide and does not offer tax, accounting, legal, investment or actuarial advice.

**EXHIBIT 1B**  
**FEES FOR SERVICES**

PARS will be compensated for performance of Services, as described in Exhibit 1A based upon the following schedule:

An annual asset fee shall be paid from Plan assets based on the following schedule:

<b><u>For Plan Assets from:</u></b>	<b><u>Annual Rate:</u></b>
\$1 to \$10,000,000	0.25%
\$10,000,001 to \$15,000,000	0.20%
\$15,000,001 to \$50,000,000	0.15%
\$50,000,001 and above	0.10%

Annual rates are prorated and paid monthly. The annual asset fee shall be calculated by the following formula [Annual rate divided by 12 (months of the year) multiplied by the Plan asset balance at the end of the month]. Trustee and Investment Management Fees are not included.



EXHIBIT 1C  
DATA REQUIREMENTS

PARS will provide the Services under this Agreement contingent upon receiving the following information. Agency is solely responsible for ensuring that all information and documentation provided to PARS is true, correct, and authorized:

1. Executed Legal Documents:
  - (A) Certified Resolution
  - (B) Adoption Agreement to the Public Agencies Post-Employment Benefits Trust
  - (C) Trustee Investment Forms
  
2. Contribution – completed Contribution Transmittal Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Contribution amount
  - (C) Contribution date
  - (D) Contribution method (Check, ACH, Wire)
  
3. Distribution – completed Payment Reimbursement/Distribution Form signed by the Plan Administrator (or authorized Designee) which contains the following information:
  - (A) Agency name
  - (B) Payment reimbursement/distribution amount
  - (C) Applicable statement date
  - (D) Copy of applicable premium, claim, statement, warrant, and/or administrative expense evidencing payment
  - (E) Signed certification of reimbursement/distribution from the Plan Administrator (or authorized Designee)
  
4. Other information pertinent to the Services as reasonably requested by PARS and Actuarial Provider.

**Internal Revenue Service**

Department of the Treasury  
Washington, DC 20224

Index Number: 115.00-00

Third Party Communication: None  
Date of Communication: Not Applicable

U.S. Bank National Association  
c/o Susan Hughes, Vice President  
3121 Michelson Drive (Suite 300)  
Irvine, CA 92612

Person To Contact:  
Robin J. Ehrenberg, ID No. 1000219292  
Telephone Number:  
(202) 317-5800  
Refer Reply To:  
CC:TEGE:EOEG:EO3  
PLR-146796-14  
Date: June 5, 2015

Legend

Trust = Public Agencies Post-Employment Benefits Trust  
Trust Agreement = Public Agencies Post-Employment Benefits Trust Agreement  
Trustee = U.S. Bank National Association

Dear Ms. Hughes:

This letter responds to a letter from your authorized representative dated December 22, 2014, requesting rulings that (1) the Trust's income is excludable from gross income under section 115 of the Internal Revenue Code (IRC) and (2) the Trust is not required to file annual federal income tax returns under IRC section 6012(a)(4). The Trust represents the facts as follows:

FACTS

The Trust is a multiple employer trust established to enable public-agency employers to fund post-retirement employee benefits. Each participating employer must be a public agency that is a state, political subdivision of a state, or an entity the income of which is excludable from gross income under IRC section 115. The employer's governing body must authorize in writing the adoption of the Trust and the employer must execute the adoption agreement, which approves the Trust's administrator and provides that the agency adopts and agrees to be bound by the Trust Agreement. In the adoption agreement, the employer elects to fund obligations to provide benefits under a post-employment health care plan and contribute to a defined-benefit pension plan maintained by the employer that is qualified under IRC section 401(a). The employer may elect to fund either or both obligations.

The Trust Agreement provides that assets are held by the Trust for the exclusive purpose of funding participating employers' benefit obligations and defraying the reasonable expenses of the Trust. The Trust's assets may not be used for any other purpose. Each employer's contributions to the Trust, together with any allocable investment earnings and losses, are held in a separate account for that employer. Assets allocated to satisfy an employer's health and welfare benefit obligation or the employer's pension obligation may only be used for purposes of satisfying that particular obligation. The assets held in an employer's account are not available to pay any obligations incurred by any other employer.

The employers appoint the Trustee and the Trust's administrator and may remove the Trustee or the administrator by a two-thirds vote of all employers. The employers may amend the Trust Agreement with the approval of two-thirds of all employers then participating in the Trust. The employers may terminate the Trust by unanimous agreement of all employers.

Upon termination of the Trust, any assets remaining in an employer's account, after satisfaction of benefit and the Trust's obligations are returned to the employer to the extent permitted by law and consistent with the requirements of IRC section 115.

## LAW AND ANALYSIS

### Issue 1 - IRC section 115(1)

IRC section 115(1) provides that gross income does not include income derived from any public utility or the exercise of any essential governmental function and accruing to a state or any political subdivision thereof.

Rev. Rul. 77-261, 1977-2 C.B. 45, holds that income generated by an investment fund that is established by a state to hold revenues in excess of the amounts needed to meet current expenses is excludable from gross income under IRC section 115(1), because such investment constitutes an essential governmental function. The ruling explains that the statutory exclusion is intended to extend not to the income of a state or municipality resulting from its own participation in activities, but rather to the income of an entity engaged in the operation of a public utility or the performance of some governmental function that accrues to either a state or political subdivision of a state. The ruling points out that it may be assumed that Congress did not desire in any way to restrict a state's participation in enterprises that might be useful in carrying out projects that are desirable from the standpoint of a state government and that are within the ambit of a sovereign to conduct.

Rev. Rul. 90-74, 1990-2 C.B. 34, holds that the income of an organization formed, funded, and operated by political subdivisions to pool various risks (e.g., casualty, public liability, workers' compensation, and employees' health) is excludable from gross income under IRC section 115(1), because the organization is performing an essential governmental function. The revenue ruling states that the income of such an organization is excludable from gross income so long as private interests do not participate in the organization or benefit more than incidentally from the organization. The benefit to the employees of the insurance coverage obtained by the member political subdivisions was deemed incidental to the public benefit.

Through the Trust, participating public agency employers fund health and welfare and pension obligations for retired employees. Each of the Trust's participating employers is required to be a state, political subdivision of a state or an entity the income of which is excludable from gross income under IRC section 115. Providing health, welfare and pension benefits to current and former employees constitutes the performance of an essential government function within the meaning of IRC section 115(1). See Rev. Rul. 90-74 and Rev. Rul. 77-261.

The Trust's income accrues to its participating employers, all of which are political subdivisions of a state or entities the income of which is excludable from gross income under IRC section 115. No private interests will participate in, or benefit from, the operation of Trust, other than as providers of goods or services. The benefit to employees is incidental to the public benefit. See Rev. Rul. 90-74.

In no event, including dissolution, will the Trust's assets be distributed or revert to any entity that is not a state, a political subdivision of a state, or entity the income of which is excludable from its gross income by application of IRC section 115(1).

#### Issue 2- IRC section 6012(a)(4)

Section 301.7701-1(b) of the Procedure and Administration Regulations (Regulations) provides that the classification of organizations that are recognized as separate entities is determined under sections 301.7701-2, 301.7701-3, and 301.7701-4, unless a provision of the IRC provides for special treatment of that organization.

Section 301.7701-4(a) of the Regulations provides that, in general, an arrangement will be treated as if it can be shown that the purpose of the arrangement is to vest in trustees responsibility for the protection and conservation of property for beneficiaries who cannot share in the discharge of this responsibility and, therefore, are not associates in a joint enterprise for the conduct of business for profit.

The Trust enables public-agency employers to set aside funds to be used to satisfy each employer's separate pension and health and welfare benefit obligations. The

Trustee is charged with the responsibility of the protection and conservation of the Trust property for the benefit of the beneficiaries of the Trust. The beneficiaries of the Trust cannot share in the discharge of the Trustee's responsibility for the protection and conservation of property and, therefore, are not associates in a joint enterprise for the conduct of business for profit. IRC section 6012(a)(4) provides that every trust having for the taxable year any taxable income or having gross income of \$600 or more, regardless of the amount of taxable income, shall make returns with respect to income taxes under Subtitle A.

Based solely on the facts and representations submitted by the Trust, we conclude that:

1. Because the income of the Trust derives from the exercise of an essential governmental function and will accrue to a state or a political subdivision thereof, the Trust's income is excludable from gross income under IRC section 115(1).
2. The Trust is classified as a trust within the meaning of IRC section 7701(a) and section 301.7701-4(a) of the Regulations. Because Trust's income is excludable from gross income under IRC section 115, the Trust is not required by IRC section 6012(a)(4) to file an annual income tax return.

Except as expressly provided herein, no opinion is expressed or implied concerning the tax consequences of any aspect of any transaction or item discussed or referenced in this letter. This ruling concerns only the federal tax treatment of the Trust's income and may not be cited or relied upon by any taxpayer, including the Trust, employers participating in the Trust, and any recipients of benefits paid under the terms of the Trust, as to any matter relating to the taxation of accident or health contributions or benefits.

This ruling is directed only to the taxpayer who requested it. IRC section 6110(k)(3) provides that it may not be used or cited as precedent.

In accordance with the Power of Attorney on file with this office, a copy of this letter is being sent to your authorized representative.

A copy of this letter must be attached to any income tax return to which it is relevant. Alternatively, taxpayers filing their returns electronically may satisfy this requirement by attaching a statement to their return that provides the date and control number of the letter ruling.

The rulings contained in this letter are based upon information and representations submitted by the taxpayer and accompanied by a penalty of perjury statement executed by an appropriate party. While this office has not verified any of the material submitted in support of the request for rulings, it is subject to verification on examination.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Griffin', with a stylized flourish at the end.

Kenneth M. Griffin  
Branch Chief, Exempt Organizations Branch 3  
(Tax Exempt and Government Entities)

cc: Marcus Wu  
Pillsbury Winthrop Shaw Pittman LLP  
12255 El Camino Real, Suite 300  
San Diego, CA 92130-4088

Paul Marmolejo  
Director, Office of Federal, State and Local Governments  
SE:T:GE:FSL

# Discretionary Trustee Fee Schedule

## PARS Pension / OPEB Trust Program

This document is entered into by client and U.S. Bank National Association ("U.S. Bank"), as trustee.

### Discretionary Trustee Fees

Discretionary Trustee Fees are based on the Investment Strategy you select. Following is a list of the Discretionary Trustee Fees applicable to each Investment Strategy:

- **Liquidity – First American U.S. Treasury Money Market** – Fund level fees only (see prospectus)
- **Liquidity – First American Prime Obligation Fund Class Z** – Fund level fees only (see prospectus)
- **Diversified Portfolios (Conservative, Moderately Conservative, Moderate, Balanced, Capital Appreciation, Custom)**

Per Annum Charges\*

.35% on the first	\$5,000,000
.25% on the next	\$5,000,000
.20% on the next	\$5,000,000
.15% on the next	\$35,000,000
.10% on all over	\$50,000,000

\*Waived for plan assets invested in First American Funds.

### Other Fees

First American Funds (see prospectus)

### Payment of Fees

- Market values used for fee calculations on fee invoices may differ slightly from market values on client statements due to posting of accruals, late pricing of securities and/or other timing issues.
- Fees are calculated and charged to the account monthly. If account cannot be charged after 30 days, fees not paid will be subject to a late charge of 1% per month on the unpaid balance.
- Changes to this Fee Schedule may be made at any time by U.S. Bank upon a sixty (60) days notice.

### Acknowledged and Approved

Public Agencies Post-Employment Benefits Trust

Name of Plan/Trust

Name of Employer

Print Name of Authorized Signer for Employer

Title of Authorized Signer for Employer

Signature of Authorized Signer for Employer

Date

U.S. Bank and its representatives do not provide tax or legal advice. Each client's tax and financial situation is unique. Clients should consult their tax and/or legal advisor for advice and information concerning their particular situation.



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**Departments: Clerk of the Board of Supervisors**

**TIME REQUIRED**

**SUBJECT** Out-of-State Travel Authorization

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

Per Resolution 20-27, travel outside of California and Nevada by elected officials must be approved by the Board of Supervisors. This item seeks travel approval for members of the Board of Supervisors to travel to the National Association of County's Annual Conference in Adams County (Aurora), Colorado, scheduled for July 21-24, 2022.

**RECOMMENDED ACTION:**

Approve out-of-state travel for all Supervisors to the National Association of County's Annual Conference in Adams County (Aurora), Colorado, scheduled for July 21-24, 2022.

**FISCAL IMPACT:**

Estimated total of \$9,000 for travel costs of Supervisors, Gardner, Duggan, and Kreitz, a portion of which is included in the FY 2021-22 budget with the remainder included in the FY 2022-23 departmental budget proposal.

**CONTACT NAME:** Scheereen Dedman

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

<p>Click to download</p> <p> <a href="#">2022 NACo Annual Conference and Exposition</a></p>
---

**History**

Time	Who	Approval
5/12/2022 7:17 AM	County Counsel	Yes



5/11/2022 4:36 PM

Finance

Yes

5/13/2022 4:40 PM

County Administrative Office

Yes

# 2022 NACo Annual Conference & Exposition

Schedule as of: 04/27/2022

*All times are listed in Mountain Time. Schedule subject to change without notice.*

## Wednesday, July 20, 2022

---

*Jul. 20*  
10:00 am to 6:00 pm

### Golf Outing

Join other conference attendees for a round of golf at the Adams County-owned Riverdale Dunes golf course! Tee times range from 10:00 a.m. to 2:00 p.m.

*Jul. 20*  
11:00 am to 5:30 pm

### CIO Forum: Emergence: Going Forward Stronger and Better (Separate registration required)

This all-day event includes topics on digital transformation, removing barriers, creating builders for the future and success stories from counties using technology to improve service delivery for internal operations and county residents.

*Jul. 20*  
6:00 pm to 7:30 pm

### CIO Forum Reception (Separate registration Required)

## Thursday, July 21, 2022

---

*Jul. 21*  
7:00 am to 5:00 pm

### Registration Open

*Jul. 21*  
7:00 am to 5:00 pm

### Voting Help Desk Open

*Jul. 21*  
7:45 am to 8:45 am

### First-Time Attendee Orientation

All first-time attendees are welcome to join us to learn more about NACo and how to make the most of the Annual Conference. Due to limited space, this session is open to county officials and staff attending their first NACo conference.

*Jul. 21*  
**8:00 am to 9:00 am**

## **Policy Coordinating Committee Meeting #1**

*Jul. 21*  
**9:00 am to 11:30 am**

## **Agriculture and Rural Affairs Policy Steering Committee: Subcommittees Meeting**

Join the Agriculture and Rural Affairs Committee to hear from federal and industry partners on important issues. Members will explore and discuss committee priorities as they relate to federal policymaking including the 2023 Farm Bill and regulations such as Waters of the U.S.

*Jul. 21*  
**9:00 am to 11:30 am**

## **Environment, Energy and Land Use Policy Steering Committee: Subcommittees Meeting**

Join the Environment, Energy & Land Use Policy Steering Committee for discussions with national policy experts to learn more about issues important to the committee, including the Waters of the U.S. (WOTUS) rulemaking process, the implementation of the Bipartisan Infrastructure Law and innovations in the energy field.

*Jul. 21*  
**9:00 am to 11:30 am**

## **Justice and Public Safety Policy Steering Committee: Subcommittees Meeting**

Join the Justice and Public Safety Policy Steering Committee for discussions with our federal and industry partners.

*Jul. 21*  
**9:00 am to 11:30 am**

## **Telecommunications and Technology Policy Steering Committee: Morning Meeting**

Join the Telecommunication & Technology Policy Steering Committee for discussions on major developments in broadband and cellular policy, cybersecurity best practices and updates and other national policy issues of interest to this committee.

*Jul. 21*  
**9:00 am to 11:45 am**

## **Health Policy Steering Committee: Subcommittees Meeting**

Join the Health Steering Committee to hear from federal and industry partners on important health policy issues and best practices related to health care, public health, behavioral and mental health and long-term care.

*Jul. 21*  
**9:00 am to 12:00 pm**

## **Public Lands Policy Steering Committee: Subcommittees Meeting**

Join the Public Lands Policy Steering Committee for discussions with federal land management agencies on better management, wildfire risk reduction, public access and economic opportunities.

*Jul. 21*

**9:00 am to 12:00 pm**

### **Transportation Policy Steering Committee: Subcommittees Meeting**

Join the Transportation Policy Steering Committee for discussions with our federal and industry partners and learn more about transportation topics of interest.

*Jul. 21*

**9:00 am to 4:30 pm**

### **Human Services and Education Policy Steering Committee Site Visit and Business Meeting**

The Human Services and Education Policy Steering Committee will convene at the Adams County Human Services Center for an interactive tour and an overview of innovative human services programs. Along with presentations from our hosts, committee members will discuss the future of human service delivery and receive a federal policy update on key priorities. Members will consider and vote on proposed policy resolutions and platform changes to guide NACo's advocacy efforts before Congress, the White House and federal agencies. Before returning to the Gaylord, the committee will visit Adams County's Homes for Hope emergency foster homes. Note: This full-day meeting will occur off-site. Transportation and lunch will be provided.

*Jul. 21*

**9:30 am to 11:45 am**

### **Community, Economic and Workforce Development Policy Steering Committee: Subcommittees Meeting**

Join the Community, Economic & Workforce Development Policy Steering Committee for discussions with our federal and industry partners to learn more about topics of interest to the committee, including housing affordability, homelessness, economic development, job training and federal workforce development programs.

*Jul. 21*

**9:30 am to 12:00 pm**

### **Finance, Pensions and Intergovernmental Affairs Steering Committee: Subcommittees Meeting**

Join the Finance, Pensions and Intergovernmental Affairs Policy Steering Committee for discussions on major developments in county best practices and national policy issues of interest to the committee, such as the financial resources of counties, fiscal management, federal assistance, municipal borrowing, county revenues, federal budget, federal tax reform, elections and Native American issues.

*Jul. 21*

**10:30 am to 11:30 am**

### **NACo Audit Committee Meeting**

*Jul. 21*

**12:00 pm to 1:30 pm**

### **NACo Finance Committee Meeting**

*Jul. 21*

**1:00 pm to 4:30 pm**

### **Environment, Energy and Land Use Policy Steering Committee: Business Meeting**

NACo's Environment, Energy and Land Use Policy Steering Committee members will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

*Jul. 21*  
**1:30 pm to 3:00 pm**

**Finance, Pensions and Intergovernmental Affairs Steering Committee:  
Business Meeting**

NACo's Finance, Pensions and Intergovernmental Affairs Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 - 2023 term.

*Jul. 21*  
**1:30 pm to 3:30 pm**

**Telecommunications and Technology Policy Steering Committee:  
Business Meeting**

NACo's Telecommunication & Technology Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 - 2023 term.

*Jul. 21*  
**1:30 pm to 4:00 pm**

**Agriculture and Rural Affairs Policy Steering Committee: Business Meeting**

NACo's Agriculture and Rural Affairs Policy Steering Committee members will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 - 2023 term.

*Jul. 21*  
**1:30 pm to 4:30 pm**

**Justice and Public Safety Policy Steering Committee: Business Meeting**

NACo's Justice and Public Safety Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 - 2023 term.

*Jul. 21*  
**2:00 pm to 4:00 pm**

**Health Policy Steering Committee: Business Meeting**

NACo's Health Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 - 2023 term.

*Jul. 21*  
**2:00 pm to 4:00 pm**

**Public Lands Policy Steering Committee: Business Meeting**

Join the Public Lands Policy Steering Committee for discussions on proposed policy resolutions and platform changes that will guide NACo's advocacy efforts before Congress and the administration during the 2022-2023 term.

*Jul. 21*  
**2:00 pm to 4:00 pm**

**Transportation Policy Steering Committee Meeting: Business Meeting**

NACo's Transportation Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 - 2023 term.

*Jul. 21*  
**2:00 pm to 4:30 pm**

## **Community, Economic and Workforce Development Policy Steering Committee: Business Meeting**

NACo's Community, Economic and Workforce Development Policy Steering Committee will consider and vote on policy resolutions that will be used to guide NACo's advocacy efforts before Congress and the administration during the 2022 – 2023 term.

*Jul. 21*  
**2:15 pm to 3:30 pm**

## **NACo Executive Committee Meeting**

*Jul. 21*  
**4:00 pm to 6:00 pm**

## **Exhibit Hall Open**

Network, learn and discover new solutions for your county with over 100 different private, non-profit and government partners in NACo's Exhibition Hall.

*Jul. 21*  
**4:15 pm to 5:45 pm**

## **County Talk Segments**

County Talks - delivered in the Exhibit Hall - will bring attendees short, engaging presentations on some of the latest innovations, challenges and opportunities facing county governments.

*Jul. 21*  
**4:30 pm to 5:30 pm**

## **NACo Next Generation Network Meeting**

NACo's Next Generation Network is a grassroots forum for young county officials to network, engage with NACo and develop a new generation of association leaders.

*Jul. 21*  
**5:00 pm to 5:45 pm**

## **Policy Coordinating Committee Meeting #2**

*Jul. 21*  
**6:00 pm to 8:00 pm**

## **All-Conference Opening Celebration**

# **Friday, July 22, 2022**

---

*Jul. 22*  
**6:00 am to 7:30 am**

## **Bike Ride with Adams County**

*Jul. 22*  
**7:30 am to 5:00 pm**

## **Registration Open**

*Jul. 22*  
**7:30 am to 5:00 pm**

## **Voting Help Desk Open**

*Jul. 22*

**8:00 am to 9:30 am**

### **GIS Subcommittee Meeting**

The GIS Subcommittee will discuss emerging GIS use cases including FirstNet, National Highway Traffic Safety Administration (NHTSA) and mission critical partner updates on GIS gap analysis and drone policy changes.

*Jul. 22*

**8:00 am to 10:00 am**

### **Gulf States Counties and Parishes Caucus Meeting**

Hear from policy experts on pressing federal issues impacting Gulf Coast counties and parishes. Caucus members will also discuss federal legislative priorities and strategize for future GSCPC events and initiatives. Caucus membership is open to all NACo county and parish government officials from Texas, Mississippi, Louisiana, Alabama and Florida.

*Jul. 22*

**8:00 am to 5:00 pm**

### **NACo Store & Resource Center Open**

*Jul. 22*

**8:30 am to 9:30 am**

### **Programs and Services Committee Meeting**

Conference attendees are welcome to attend this meeting of NACo's Programs and Services Standing Committee, which advises the association's officers and Board of Directors regarding the development and evaluation of programs and services for NACo members. This meeting will feature lessons learned on pandemic preparedness to inform NACo programming and a preview of NACo programs areas in development. Committee members will provide feedback to NACo to help maximize the impact of these initiatives and help shape NACo's current and future programming.

*Jul. 22*

**9:00 am to 3:00 pm**

### **Exhibit Hall Open**

Network, learn and discover new solutions for your county with over 100 different private, non-profit and government partners in NACo's Exhibition Hall.

*Jul. 22*

**9:15 am to 2:45 pm**

### **County Talk Segments**

County Talks - delivered in the Exhibit Hall - will bring attendees short, engaging presentations on some of the latest innovations, challenges and opportunities facing county governments.

*Jul. 22*

**9:45 am to 11:30 am**

### **IT Standing Committee Meeting**

The IT Standing Committee will discuss updates concerning NACo technology programs, including the Security ScoreCard pilot results, the new Cyber and GIS Technology Guides for County Leaders and hear from national partners including the Multi-State Information Sharing and Analysis Center, the Cyber Security and Infrastructure Security Agency, the FBI and the National Guard.

*Jul. 22*

**10:00 am to 12:00 pm**

## **Large Urban County Caucus Meeting**

NACo's Large Urban County Caucus meeting will feature conversations with national leaders on topics of importance to urban county leaders, including economic trends, elections, mental and behavioral health and a spotlight on the Urban Wealth Fund Initiative.

*Jul. 22*

**10:00 am to 12:00 pm**

## **Rural Action Caucus Meeting**

NACo's Rural Action Caucus will convene to discuss issues important to rural America and to hear from guest speakers who are helping to shape policies important to rural communities.

*Jul. 22*

**10:45 am to 11:30 am**

## **Nominating Committee Meeting**

*Jul. 22*

**11:30 am to 1:15 pm**

## **IT Advisory Council Meeting & Luncheon (Invitation Only)**

The IT Advisory Council focuses on providing direct guidance into the idea generation and evaluation of NACo technology strategy, priorities, programming and services. Membership includes predominantly county IT leaders (CIOs, CISOs, IT Directors) and several other county representatives.

*Jul. 22*

**12:00 pm to 1:00 pm**

## **Lunch in the Exhibit Hall**

*Jul. 22*

**12:00 pm to 1:30 pm**

## **Healthy Counties Advisory Board Luncheon**

The Healthy Counties Advisory Board will discuss strategies for equitably addressing systems that impact the social determinants of health, particularly emerging from the COVID-19 pandemic. County leaders will share how they are addressing health in our communities and discuss approaches for using social determinants of health as a framework to inform policy decisions.

*Jul. 22*

**12:00 pm to 1:30 pm**

## **NACo Membership Committee Meeting**

*Jul. 22*

**1:00 pm to 3:00 pm**

## **Veterans and Military Services Committee Meeting**

The Veterans and Military Services Committee will discuss intergovernmental efforts to best serve our nation's veterans. Representatives from the U.S. Department of Veterans Affairs will discuss their mobile veterans center program, which brings outreach and readjustment counseling to hard-to-reach communities. Committee members will also learn about an innovative regional veterans services model and engage with active duty service members from Fort Carson on the topic of military transition.



*Jul. 22*  
**1:00 pm to 3:00 pm**

## **Western Interstate Regional Board of Directors Meeting**

The Western Interstate Region is dedicated to the promotion of Western interests within NACo, including public land issues (use and conservation), community stability and economic development, and the promotion of the traditional western way of life. WIR Board Members will discuss the implementation of the new infrastructure law, and the western drought and forest management issues.

*Jul. 22*  
**1:15 pm to 2:45 pm**

## **NACo Arts & Culture Commission Meeting**

The Arts and Culture Commission will hear from expert speakers and commission members on leveraging the creative arts as an economic driver at the county level. This meeting is hosted by the NACo Arts and Culture Commission and is open to all.

*Jul. 22*  
**1:45 pm to 3:00 pm**

## **Becoming an Employer of Choice: Leveraging Benefits to Attract Talent in a Tight Labor Market**

Cultivating an engaged and thriving workforce is critical to ensuring your county serves the public to the best of your ability. Join this session to learn from industry experts on best practices for attracting quality talent, including leveraging retention benefits, to keep your county running seamlessly and in continuous pursuit of public service.

*Jul. 22*  
**1:45 pm to 3:00 pm**

## **Counties for Kids: Celebrating County Leadership in Prenatal-to-Three**

During the COVID-19 pandemic, our youngest children and their families have dealt with economic challenges, disruptions to child care and increased levels of stress. Counties are supporting children prenatal to three during this critical period of development by investing in and administering services and resources. In this session, participants will hear how county leaders are filling service gaps and strengthening the systems that support early care and education and infant/toddler well-being.

*Jul. 22*  
**1:45 pm to 3:00 pm**

## **County Levers to Drive Economic Mobility: Tools for Counties to Create Outcomes for Residents**

As counties navigate the local economic recovery process following the impacts of the COVID-19 pandemic, many leaders are looking to improve long-term economic outcomes for residents and families. Learn how counties can influence upward economic mobility in seven key policy areas: housing, education and workforce development, health, community and neighborhood development, justice and public safety, technology and information access and financial security. This session will also present data metrics to measure and track policy impacts on resident prosperity. This workshop is hosted by NACo's Economic Mobility Leadership Network.

*Jul. 22*  
**1:45 pm to 3:00 pm**

## **Digitizing Your County: Efficient and Effective Workplace Solutions that Deliver Quality Citizen Services**

The past two years have catapulted available technology advances for counties. In this session you will hear how counties have implemented solutions that promote digital citizen interaction, remote employee access, while at the same time digitizing and preserving records management for today and the future. This session will cover the digital lifecycle from remote employee processes to digital citizen engagement and transparency.

*Jul. 22*  
**1:45 pm to 3:00 pm**

## **Leveraging Technology for Today's Modern County Government**

The emergence and availability of new technologies is changing the way county government performs many core functions. Hear about programs and partnerships developed by NACo's Financial Services Corporation (FSC) that provide value added services in the realm of financial technology solutions, or fintech. You will learn from the challenges faced by your county peers and how they have leveraged these innovative programs to maximize value on taxpayer revenues and drive modern, transparent budgeting processes.

*Jul. 22*  
**1:45 pm to 3:00 pm**

## **NACo Board Forum**

*Jul. 22*  
**1:45 pm to 3:00 pm**

## **Parks Prepare Post-Pandemic Pivot**

County parks saw a renewed interest during and after the height of the pandemic, which brought renewed interest in the design and programmatic offerings for outdoor space. Professionals in all aspects will discuss what they've seen locally and industry-wide.

*Jul. 22*  
**3:15 pm to 4:30 pm**

## **General Session**

*Jul. 22*  
**4:30 pm to 5:00 pm**

## **NACo 2nd Vice President Candidates' Forum**

*Jul. 22*  
**4:45 pm to 5:45 pm**

## **Resorts, Tourism & Gateway Counties Working Group**

The Resorts, Tourism and Gateway Counties Working Group will hear from a panel of county officials and others about what selected counties are doing to ensure sustainable tourism and responsible recreation in their communities.

*Jul. 22*  
**6:30 pm to 9:00 pm**

## **NACo Board of Directors Reception (Invitation Only)**

# **Saturday, July 23, 2022**

---

*Jul. 23*  
**7:30 am to 1:00 pm**

## **Voting Help Desk Open - State Association Pick-Up Only**

*Jul. 23*  
**7:30 am to 5:00 pm**

## **Registration Open**

*Jul. 23*  
**8:00 am to 8:45 am**

## **NACo Credentials Committee Meeting**

Jul. 23

8:45 am to 10:00 am

## **Collections, Cashflow & Coffee**

Could your county improve in the areas of collections, transparent budgeting, or cash flow? Come hear about programs and partnerships developed by NACo's Financial Services Corporation (FSC) that provide value-added services for financial technology solutions. Understand the challenges faced by your county peers and methods to effectively address them under NACo FSC's solution portfolio.

Jul. 23

8:45 am to 10:00 am

## **Connecting Counties & Military Installations: Supporting National Defense & Strengthening Local Communities**

This session will bring together county leaders from military installation counties and officials from the U.S. Department of Defense (DoD) for an interactive and informative session focusing on opportunities, resources and ideas to foster and strengthen county-military partnerships. Discussion will include county-military partnerships on land use, resilience, economic development, and community engagement and development.

Jul. 23

8:45 am to 10:00 am

## **County Governance & Authority Across America: A Landscape Analysis**

County governments play an integral role in the everyday lives of residents, yet counties are arguably the least understood level of government in the U.S. This dearth of knowledge is due in part to wide variations in county governance across state lines, which can also make it difficult for counties to build partnerships with each other. Learn how to navigate these differences and build stronger relationships with counties in other states, as well as how NACo's new state-level county governance profiles can aid your advocacy, communication and educational efforts.

Jul. 23

8:45 am to 10:00 am

## **Enhancing Employee Well-Being and Retention**

Nearly 1 in 5 adults in the U.S. lives with mental illness, and increasingly employees are expecting employers to provide additional mental and behavioral health support. This session will equip county leaders with the skills and knowledge necessary to identify signs of mental health and substance use challenges within the county workforce and discuss solutions, such as Mental Health First Aid, that will aid with talent retention.

Jul. 23

8:45 am to 10:00 am

## **Federal Policy Lightning Round Update: Outlook on the 118th Congress**

Join NACo's Government Affairs staff for an update on the most pressing county issues in front of the 118th Congress and administration for the 2022-2023 term.

Jul. 23

8:45 am to 10:00 am

## **Identifying and Eliminating Racial and Ethnic Disparities in the Justice System**

Counties are pursuing efforts that often include understanding the drivers of inequities, examining baseline data, monitoring progress, funding community-led organizations and centering the voices of community members. In this session, attendees will learn about the strategies counties are using to achieve racial equity in the criminal legal system.

*Jul. 23*  
**8:45 am to 10:00 am**

## **Leveraging Community Assets to Promote an Equitable Recovery in Rural America**

All rural communities have assets that can lead to shared economic prosperity for their residents if appropriately leveraged. Participants in this session will learn about a new framework and tool for identifying assets and fostering economic prosperity in rural America. Rural counties from across the nation will also spotlight their experiences in leveraging assets for economic development.

*Jul. 23*  
**8:45 am to 10:00 am**

## **Strategies for an Equitable Investment of Recovery Funds**

As counties recover from the pandemic, there is a growing opportunity to leverage Recovery Fund dollars for an equitable recovery. Engage in a discussion about national investment trends, county solutions, challenges and strategies to foster recovery across all of our nation's communities.

*Jul. 23*  
**9:00 am to 12:00 pm**

## **Exhibit Hall Open**

Network, learn and discover new solutions for your county with over 100 different private, non-profit and government partners in NACo's Exhibition Hall.

*Jul. 23*  
**9:00 am to 12:00 pm**

## **NACo Board of Directors Meeting**

*Jul. 23*  
**10:30 am to 11:45 am**

## **America Works: Investing Federal Funding in Community Workforce Development**

For county leaders in the process of rebuilding and retraining local workforces impacted by COVID-19, the American Rescue Plan's Recovery Fund provides a key funding source. Other federal programs and provisions in ARPA, however, can be combined with the Recovery Fund to increase the impact of these investments. Learn about these various funding streams and how fellow county leaders are braiding them together to invest in connecting youth to jobs, retraining older workers, partnering with colleges, providing wraparound services through nonprofits and other key aspects of workforce development.

*Jul. 23*  
**10:30 am to 11:45 am**

## **Celebrating County Opioid Litigation Wins and Planning for What's Next**

In February 2022, drug manufacturer Johnson & Johnson and three major distributors (McKesson, Cardinal Health and AmerisourceBergen) finalized multi-litigant settlements over their roles in the opioid crisis. The \$26 billion award was nearly doubled from the original base payout in large part due to the action and participation of local governments. This session will celebrate the role of counties in holding opioid manufacturers and distributors accountable and unveil new NACo resources for maximizing the use of these and other funds for opioid remediation.

Jul. 23

10:30 am to 11:45 am

## **Fostering Effective Intergovernmental Partnerships to Maximize Outcomes**

Counties are leveraging partnerships across jurisdictional lines and levels of government to maximize the impact of ARPA resources. This session will provide a framework for fostering effective intergovernmental partnerships with key examples of those partnerships at work.

Jul. 23

10:30 am to 11:45 am

## **Income for Life in Retirement**

Nationwide's suite of In-Plan Guarantee solutions is an important part of the Nationwide Advantage, where needed retirement solutions are provided to our plan sponsors and participants that go above and beyond just record keeping services. Income America 5ForLife and Lifetime Income Builder are two of those solutions that plans can choose to provide Guaranteed Lifetime Income throughout a participant's retirement years. Learn how you and your employees can benefit from these Guaranteed Lifetime Income solutions.

Jul. 23

10:30 am to 11:45 am

## **Investing in Local Infrastructure: Tips for Leveraging Federal Funding**

The Bipartisan Infrastructure Law (BIL) provides significant opportunities for counties, which own and operate a vast amount of the nation's infrastructure and annually invest \$134 billion in the construction of infrastructure and the operation and maintenance of public works. Learn from county officials who have successfully obtained funding from past surface transportation laws on best practices to secure current BIL funding opportunities.

Jul. 23

10:30 am to 11:45 am

## **Proactive Leadership in Crisis: Supporting Your Community Through a Disaster**

When disaster strikes, proactive leadership is crucial. Join this session to learn about best practices in crisis communication, coordination and control.

Jul. 23

10:30 am to 11:45 am

## **Supporting People with Opioid use Disorders Involved in the Justice System**

Counties are implementing robust strategies and programs to address opioid and other substance use disorders in communities and local criminal justice systems using federal and state resources and opioid settlements. In this session, attendees will learn evidence-based strategies to prevent and treat opioid use disorders and hear about a new NACo resource to support these efforts.

Jul. 23

12:00 pm to 2:00 pm

## **NACo Achievement Awards Luncheon**

Jul. 23

2:00 pm to 3:30 pm

## **Immigration Reform Task Force Meeting**

The Immigration Reform Task Force will meet to discuss the latest developments on immigration reform and hear from federal guest speakers and experts on federal immigration policy.

*Jul. 23* **Adams County Elections Administration Center**  
**2:00 pm to 5:00 pm**

*Jul. 23* **Colorado Air & Space Port**  
**2:00 pm to 5:00 pm**

*Jul. 23* **Gravel Roads Program**  
**2:00 pm to 5:00 pm**

Learn how the Adams County Public Works Department's innovative Gravel Road Resurfacing Program used employee insight to create an internationally recognized new standard of paving that is both more durable and driver-friendly than traditional gravel roads.

*Jul. 23* **International Economic Development Task Force Meeting/Tour at Colorado Air & Space Port**  
**2:00 pm to 5:00 pm**

The International Economic Development Task Force will join the Colorado Air & Space Port tour for their meeting at the Annual Conference.

*Jul. 23* **Riverdale Regional Park: Riverdale Animal Shelter, Veterans Memorial, Riverdale Golf Course**  
**2:00 pm to 5:00 pm**

Adams County's Riverdale Regional Park combines indoor and outdoor space, recreation, nature, history and community in a unique park featuring Riverdale Golf Course and a network of park space and canals. Located within the park is Riverdale Animal Shelter, a county-run state-of-the-art facility for dogs, cats, small mammals and exotic animals. A new Veterans Memorial will open in Riverdale Park in 2022 with a life-size replica of the USS Colorado BB-45 battleship.

*Jul. 23* **Community & Land-Use Planning to Build Wildfire-Resilient Counties**  
**2:15 pm to 3:30 pm**

As devastating wildfires continue to impact communities across the nation, counties are uniquely positioned to take proactive steps in land-use planning and community engagement to mitigate wildfire damage and destruction. This educational deep dive will convene expert practitioners in wildfire planning and county leaders to share promising approaches and tools to help counties plan for and build more fire-adapted and fire-resilient landscapes and communities.

*Jul. 23* **Economic Development Planning for Transformative Investments and Resilient Communities**  
**2:15 pm to 3:30 pm**

County economic development planning is in the midst of a major transformation. Economic shocks from the pandemic and natural disasters, along with growing attention to diversity, equity and inclusion-focused programs, have prompted counties to consider expanded missions beyond job creation and business attraction. This workshop will provide insights on critical components of county economic development strategies and investments, including economic mobility, economic resilience, placemaking, and workforce development.

*Jul. 23*  
**2:15 pm to 3:30 pm**

## **Framework for Advancing Diversity, Equity and Inclusion to Transform County Government**

Counties play a critical role in building healthy and vibrant communities. The uneven impacts of the COVID-19 pandemic across different communities crystallized the disparities that can exist within a county. County leaders are well-positioned to resolve these disparities through the principles of diversity, equity and inclusion. By embracing these principles, county leaders create the conditions that allow all residents to reach their fullest potential. In this session county leaders will discuss how counties of all sizes can advance equity as employers, policymakers, investors and partners.

*Jul. 23*  
**2:15 pm to 3:30 pm**

## **Integrating the National 988 Hotline and County Behavioral Health Continuums of Care**

The National Suicide Prevention Lifeline phone number will transition to 988 on July 16th, 2022. This hotline is an integral element of crisis services and the behavioral health continuum of care, offering a critical entry point to local, community-based services to support recovery. Through investing in behavioral health services, counties can better serve residents, reduce reliance on the criminal legal system and direct valuable resources toward improving stability and health. In this session, attendees will hear from peers on lessons learned from implementing 988 and integrating this hotline into local behavioral health continuums of care.

*Jul. 23*  
**2:15 pm to 3:30 pm**

## **NCCAE Business Meeting (Invitation Only)**

*Jul. 23*  
**2:15 pm to 3:30 pm**

## **Practical Policy Solutions to Promote Affordable Housing**

As housing and rental prices continue to increase, significantly outpacing wage growth, solutions to create affordable housing within communities are increasingly important. Hear from scholars on specific public policy solutions based on local conditions that counties can implement to foster affordable housing and housing access.

*Jul. 23*  
**2:15 pm to 3:30 pm**

## **Robert's Rule of Order: The Art of Running Efficient and Effective Meetings**

Robert's Rules can help you run an efficient meeting. But how do you run an effective meeting? Learn the strategies for leading an engaging, energizing and productive meeting.

*Jul. 23*  
**6:00 pm to 8:00 pm**

## **Arts & Culture Committee Reception (Invitation Only)**

Members of the Arts and Culture Commission will gather for networking and an informal discussion on leveraging the creative arts as a driver in local communities. This reception is invite-only.

*Jul. 23*  
**7:00 pm to 9:00 pm**

## **LUCC/RAC Reception (Invitation Only)**

**Sunday, July 24, 2022**

---

*Jul. 24*  
**7:30 am to 8:30 am**

## **Non-Denominational Worship Service**

*Jul. 24*  
**8:00 am to 9:00 am**

## **Policy Coordinating Committee Breakfast #3**

*Jul. 24*  
**8:00 am to 9:15 am**

## **Inclusive Civic Engagement to Create Thriving, Equitable Counties**

This workshop will help county officials learn new techniques for engaging residents and other stakeholders in their counties to help solve problems and improve equity. Presentations will include an overview of the National Civic League's Civic Index, examples from counties and principles for achieving greater equity from a leading academic thinker. The National Civic League's Civic Index tool will be presented alongside examples of how counties have created stronger communities and ideas for building greater equity.

*Jul. 24*  
**8:00 am to 9:15 am**

## **Mitigating the Negative Impacts of Natural Disasters**

Join the Resilient Counties Advisory Board for this interactive learning experience. Attendees will participate in facilitated, small-group exercises and scenario planning activities to discuss roles and responsibilities during disasters; disaster communication practices; and DEI and 'whole community' considerations in emergency management and resilience planning.

*Jul. 24*  
**8:00 am to 9:15 am**

## **Navigating the Narrative: Telling the County Story in Changing Times**

Join the National Association of County Information Officers for a dynamic session exploring communications strategies and tactics to tell your county story, especially how your county is investing resources from the American Rescue Plan. Explore tips to develop effective messaging and elevate awareness of your county's success stories, with a focus on media relations in counties of all sizes.

*Jul. 24*  
**8:00 am to 9:15 am**

## **Sharing Data Across Justice and Behavioral Health Systems**

Counties are sharing information across systems to identify and support community members with complex behavioral health conditions who frequently cycle through jails, emergency rooms, homeless shelters and other crisis services. In this session, attendees will learn how entities can share behavioral health and justice data to improve cross-system care coordination and individual outcomes.

*Jul. 24*  
**8:00 am to 9:15 am**

## **Sports Arenas and Entertainment Centers: How Counties Can Effectively Manage Public Facilities**

Across the country, counties are owners and stakeholders in large public facilities such as athletic stadiums, convention centers, performing arts centers and more. Financing and management of these facilities present both economic opportunities and challenges. Join this session to learn strategies from experts and county leaders about avoiding pitfalls and maximizing benefits of these facilities.



*Jul. 24*  
**8:00 am to 9:15 am**

## **The Value of County Management: Increasing Administrative Efficiency in County Government**

County administrators play a major role in overseeing daily operations. This session will highlight who county administrators are, what they do and how this position can increase administrative efficiency. Session participants will hear from county leaders who have successfully integrated the administrator role and learn more about how it has positively impacted their ability to serve residents and enhance operations.

*Jul. 24*  
**9:30 am to 11:45 am**

## **NACo Annual Business Meeting & Election**

*Jul. 24*  
**12:00 pm to 12:45 pm**

## **Central Region Caucus Meeting**

*Jul. 24*  
**12:00 pm to 12:45 pm**

## **Northeast Region Caucus Meeting**

*Jul. 24*  
**12:00 pm to 12:45 pm**

## **South Region Caucus Meeting**

*Jul. 24*  
**12:00 pm to 12:45 pm**

## **West Region Caucus Meeting**

*Jul. 24*  
**2:00 pm to 3:30 pm**

## **General Session**

*Jul. 24*  
**3:45 pm to 4:15 pm**

## **NACo New Board Of Directors Of Organizational Meeting**

*Jul. 24*  
**6:00 pm to 9:30 pm**

## **NACo Closing Celebration Event**



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**Departments: Board of Supervisors**

**TIME REQUIRED** 15 minutes

**PERSONS APPEARING BEFORE THE BOARD** Tom Parker, CEO Mammoth Hospital

**SUBJECT** Mammoth Hospital Cares Community Engagement Presentation

**AGENDA DESCRIPTION:**

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

Mammoth Hospital Cares Community Engagement Presentation by Tom Parker, Mammoth Hospital CEO. The presentation aims to provide information about the current state of the hospital and receive feedback.

**RECOMMENDED ACTION:**

None, informational only.

**FISCAL IMPACT:**

None.

**CONTACT NAME:** Caroline Britton, Communications Strategist - Mammoth Hospital

**PHONE/EMAIL:** 760.924.3311 / Caroline.Britton@mammothhospital.com

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Memo</a>
<a href="#">Presentation</a>

**History**

Time	Who	Approval
5/4/2022 10:44 AM	County Counsel	Yes
5/12/2022 1:53 PM	Finance	Yes

5/13/2022 4:39 PM

County Administrative Office

Yes



*2021 Press Ganey Guardian of Excellence Award Winner*

**Date:** March 24, 2022

**To:** Honorable Board of Supervisors, Mono County

**From:** Caroline Britton, Communications Strategist

**Subject:** Request for Mammoth Hospital Cares Community Engagement Presentation on May 17, 2022 by Tom Parker, CEO

**Discussion:**

Mammoth Hospital would like to address the Mono County Board of Supervisors with a presentation titled, "Mammoth Hospital Cares Community Engagement Presentation" by Tom Parker, CEO. The presentation aims to provide information about the current state of the hospital and receive feedback. The presentation will be in powerpoint format and will be 10 minutes with options for questions after.

Informational presentation. No board action requested. Would like AM presentation if possible.

**Fiscal Impact:**

None

Thank you for considering our request. Please let us know if this presentation can be included in the May 17, 2022 Mono County Board of Supervisors meeting. Thanks!

Best Regards,

Caroline Britton  
Communications Strategist  
Mammoth Hospital

---

*Mammoth Hospital*

*P.O. Box 660 | 85 Sierra Park Road | Mammoth Lakes, CA 93546 | 760.924.3311 | Fax 760.934.1832*

[www.mammothhospital.com](http://www.mammothhospital.com)

***METICULOUS CARE \* MEMORABLE PEOPLE \* MAJESTIC LOCATION***

# Mammoth Hospital Cares

***JOIN THE CONVERSATION TODAY!***







## Join the Conversation

---

- **Thank you** to the hundreds of residents that participated in our recent community survey!
- Mammoth Hospital cares for those who need medical services. We also care about your **feedback** on our local emergency response and health needs
- We have launched **Join the Conversation** – an expanded community engagement survey to hear from our communities on local healthcare priorities



## Vision for Mammoth Hospital's Local Emergency and Outpatient Healthcare Services

---

- Last year Mammoth Hospital served over **10,000 Emergency Department** patients, many of whom had life threatening conditions and all of whom benefitted from having our Hospital close to home
- Last year Mammoth Hospital had over **50,000 clinic and other outpatient visits**





# Local Emergency Healthcare

## Hospital Plans:

- Increase the number of **ICU beds**
- Make drop-off at the **Emergency Department** faster
- Continue to provide our community with **essential life-saving services** and **quality care** well into the future







# Local Outpatient and Specialty Services

---

## Hospital Plans:

- Expand **access** and **centralize** Services including Outpatient Procedures, Cancer Screenings, Chemotherapy, and Infusion
- Continue to ensure residents do **not have to travel** up to six hours to receive specialized medical care
- Assure facilities and services are ready to address the healthcare needs of residents now and into the **future**

# Local Healthcare Priorities

Community Identified Healthcare Priorities:

- Maintain advanced **inpatient** medical care
- Continue to **attract** and **retain** the most qualified well-trained doctors, nurses, and specialists from top medical schools
- Maintain our own **local** healthcare services
- Remove **asbestos** from the hospital



# We want to hear from YOU!

---

Whether you have used  
Mammoth Hospital or not,  
**your perspectives are  
important** in our planning for  
the future



**Join the  
Conversation**

# Join the Conversation Today!

---

- Please take a moment to *Join the Conversation* today by visiting [www.MammothHospital.org/input](http://www.MammothHospital.org/input)
- We look forward to keeping you updated on the results of the conversation and our vision for our local healthcare services.





# QUESTIONS?





OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Mono County Office of Education**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Courtney Walsh, Mono County Child  
Care Council Coordinator

**SUBJECT** Mono County Child Care Council -  
Zip Code Priority Report for 2022-  
2023

### AGENDA DESCRIPTION:

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

Presentation on 2022-2023 Zip Code Priority Report by Courtney Walsh, Mono County Child Care Council Coordinator. Pursuant to Welfare and Institutions Code (WIC) 10486. (b)(3)(3) the Mono County Child Care Council is mandated to set zip code priorities each year. This report sets the priority in which a zip code would received funding should funding coming available for subsidized General Child Care (CCTR) for infant and toddler care or after school care and the California State Preschool Program (CSPP).

### RECOMMENDED ACTION:

Approve, and authorize Chair to sign, Local Planning Council (LPC) County Priorities Report Form.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Courtney Powell, Mono County Child Care Council Coordinator

**PHONE/EMAIL:** 760-934-0031 ext. 136 / cwalsh@monocoe.org

### 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="#">Mono County Zip Code Priorities 2022-2023</a>
<input type="checkbox"/> <a href="#">Signature Page</a>

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/12/2022 7:15 AM	County Counsel	Yes
5/12/2022 4:11 PM	Finance	Yes
5/13/2022 4:40 PM	County Administrative Office	Yes

**Mono County Child Care Council**



www.monocccc.org

**P. O. Box 130  
Mammoth Lakes, CA 93546**

To: Honorable Board of Supervisors

From: Courtney Walsh, MCCCC Coordinator

Date: April 15<sup>th</sup>, 2022

Subject

Mono County Child Care Council (MCCCC) 2022-2023 Zip Code Priority Report.

Recommendation

To review and sign MCCCC 2022-2023 Zip Code Priority Report.

Discussion

On behalf of the Mono County Child Care Council (MCCCC) I, Courtney Walsh, MCCCC Coordinator, wish to present you with the 2022-2023 Zip Code Priority Report. Pursuant to Welfare and Institutions Code (WIC) 10486. (b)(3)(3) the Mono County Child Care Council is mandated to set the zip code priorities each year. This report sets the priority in which a zip code would receive funding should funding coming available for subsidized General Child Care (CCTR) for infant and toddler care or after school care and the California State Preschool Program (CSPP). Attached with this memo you will find the Mono County Child Care Council Approved Zip Code Priorities, approved on April 14<sup>th</sup>, 2022. Since the Council will be submitting new priorities, we are seeking the Board of Supervisors approval and signature.

Attachments:

1. Zip Code Priority Report
2. Zip Code Priority Signature Page

Courtney Walsh, MCCCC Coordinator

[cwalsh@monocoe.org](mailto:cwalsh@monocoe.org)

760-934-0031 ext.136



Mono County Zip Code Priorities 2022-2023									
Data based on American Institutes for Research (AIR) Early Learning Needs Assessment Tool (ELNAT), five-year estimates from American Community Survey Based on the number of licensed child care slots.									
Zip Code Priorities for Infant Toddler Full-Day Care (CCTR)									
age group 0-2 yrs.									
Zip Code	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton (1)	5	0	5	100%	4	0	4	100%	3
93514 Swall/Par/Chal (2)	28	0	28	100%	20	0	20	100%	1
93517 Bridgeport (3)	21	0	21	100%	15	0	15	100%	1
93529 * June Lake (4)	15	6	9	60%	12	0	12	100%	1
93541 Lee Vining (5)	11	0	11	100%	7	0	7	100%	3
93546 Mammoth (6)	262	54	208	79%	186	0	186	100%	1
96107 Coleville (7)	37	0	37	100%	25	0	25	100%	1
96133 ** Walker (8)	5	0	5	100%	4	0	4	100%	1
All of Mono County	384	60	324	84%	273	0	273	100%	N/A
Zip Code Priorities for Ca State Preschool (CSPP) Full & Part-Day									
age group 3, 4 & 5 yrs									
Zip Code	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	5	0	5	100%	4	0	4	100%	3
93514 Swall/Par/Chal	26	0	26	100%	18	0	18	100%	3
93517 Bridgeport	21	15	6	29%	13	15	0	0%	3
93529 * June Lake	16	0	16	100%	11	0	11	100%	2
93541 Lee Vining	9	15	0	0%	7	15	0	0%	3
93546 Mammoth	250	71	179	72%	171	35	136	80%	1
96107 Coleville	34	16	18	53%	24	16	8	33%	1
96133 ** Walker	5	0	5	100%	4	0	4	100%	3
All of Mono County	366	117	255	70%	252	81	181	72%	N/A
Zip Code Priorities for School-Aged Care (CCTR)									
age group 6-12 yrs									
Zip Code	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
93512 Benton	12	0	12	100%	8	0	8	100%	3
93514 Swall/Par/Chal	65	0	65	100%	40	0	40	100%	3
93517 Bridgeport	50	0	50	100%	30	0	30	100%	1
93529 * June Lake	37	0	37	100%	23	0	23	100%	3
93541 Lee Vining	25	40	0	0%	15	40	0	0%	3
93546 Mammoth	621	90	531	86%	380	90	290	76%	1
96107 Coleville	87	40	47	54%	53	40	13	25%	1
96133 ** Walker	12	0	12	100%	8	0	8	100%	3
All of Mono County	909	170	754	83%	557	170	412	84%	N/A
Child Care Needs for children 0-12 years of age									
All of Mono County	# of children	# of slots	# underserved	% underserved	# of eligible (SMI)	# of subsidized slots	# eligible underserved	% eligible underserved	Priority
	1659	347	1,312	79%	1082	251	831	77%	N/A

Notes:

Data based on American Institutes for Research (AIR) Early Learning Needs Assessment Tool (ELNAT), five-year estimates from American Community Survey (2018 Data)

Number of children living in households earning under 85% state median income (SMI) derived American Institutes for Research (AIR) Early Learning Needs Assessment Tool (ELNAT), five-year estimates from American Community Survey (2018 Data)

Number of subsidized slots is determined by the number of child care slots a program is licensed for.

To determine the number of eligible underserved children subtracted the number of available slots from the number of eligible children. If the number is negative we have a surplus of slots thus resulting in 0 # of eligible underserved.

To determine the % of eligible underserved children divide number eligible underserved children by the number of eligible children multiple by 100.

Additional information: To determine the % of children served divide the number of subsidized slots by the number of eligible children.

Swall Meadows, Paradise and Chalfant have a Zip Code that is in both Mono and Inyo County. Mono County makes up 7.3% of over all number. To determine the number of children for that zip code you multiplied the total number of children for that zip code by .073. They are closer to Inyo County and receive services there

\*Children in June Lake often receive services in Lee Vining.

\*\* Children in Walker often receive services in Coleville.

The # of child care slots is a combination of Family Child Care Home and Licensed Center-based Child Care slots. The specific # is determined by the number of children the Family Child Care Home (FCCH) and Licensed Center-based Child Care is licensed for and assuming most FCCH slots are for infants and toddlers. This number excludes the Mountain Warfare Training Center (MWTC) Child Development Center as these slots are restricted by parental employment.

California Department of Education and California Department of Social Services Zip Code Priority Setting Process:

Setting the Zip Code Priorities for Counties with under 60,000 residents (Tuolumne County; San Benito County; Calaveras County; Siskiyou County; Amador County; Lassen County; Del Norte County; Glenn County; Colusa County; Plumas County; Mariposa County; Inyo County; Trinity County; Mono County; Modoc County; Sierra County; and Alpine County)

Priority 1: A zip code qualifies as Priority 1 when there are 50% or more of eligible children underserved, and there are more than 10 eligible children underserved.

Priority 2: A zip code qualifies as Priority 2 when there are 35% or more of eligible children underserved, and there are more than 10 eligible children underserved.

Priority 3:

Option 1: A zip code qualifies as Priority 3 when there are 20% or more of eligible children underserved, and there are more than 10 eligible children underserved.

## Local Planning Council (LPC) County Priorities Report Form

**Return To:**

Local Planning Council Consultant  
 Early Education and Support Division  
 1430 N Street, Suite 3410  
 Sacramento, CA 95814

**Due Date: May 30 of contract year**

Please complete all the information requested below:

County Name:	LPC Coordinator Name and Telephone Number:
--------------	--

The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with Education Code requirements. Please check off all boxes that apply.

- The priorities submitted to EESD are still valid, no change is needed, and spreadsheet(s) are attached for both CCTR and CSPP
- The priorities have been revised for the previous year and spreadsheet(s) are attached for both CCTR and CSPP.
- The LPC used Option 1 to establish priorities 1, 2, and 3.
- The LPC used Option 2 to establish priorities 1, 2, and 3.
- The LPC used Option 3 for Priority 3.
- The LPC used Option 4 for Priority 3.

**SIGNATURES\***

County Board of Supervisors Representative	Telephone Number	Date
County Superintendent of Schools Representative	Telephone Number	Date
<i>Stacey Adler</i>	760-934-0031	4/15/2022
Local Child Care Planning Council Chairperson	Telephone Number	Date
<i>P. King</i>		



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: CAO, Public Health**

**TIME REQUIRED** 15 minutes

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

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

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

### AGENDA DESCRIPTION:

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

Update on Countywide response and planning related to the COVID-19 pandemic.

### RECOMMENDED ACTION:

None, informational only.

### FISCAL IMPACT:

None.

**CONTACT NAME:** Robert C. Lawton

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

[Click to download](#)

No Attachments Available

### History

Time	Who	Approval
5/6/2022 5:31 PM	County Counsel	Yes
5/11/2022 4:31 PM	Finance	Yes
5/13/2022 4:40 PM	County Administrative Office	Yes



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: County Counsel**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Stacey Simon, County Counsel

**SUBJECT** Employment Agreement with  
Christopher L. Beck

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Christopher L. Beck as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R\_\_\_\_\_, approving a contract with Christopher L. Beck as Assistant County Counsel, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

Total cost of salary and benefits for FY 2021-22 is \$14,292, of which \$11,673 is salary, and \$3,256 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$179,143 of which \$140,077 is salary and \$39,066 is the cost of benefits, and is included in the Department's proposed budget for FY 2022-23.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** 760-932-1704 / 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="#">Employment Agreement</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/13/2022 4:41 PM	County Counsel	Yes
5/13/2022 4:41 PM	Finance	Yes
5/13/2022 4:42 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**

**CHAIR**

Bob Gardner / District 3

**VICE CHAIR**

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggins

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Alicia Vennos

**EMERGENCY MEDICAL SERVICES**

Chief Chris Mokracek

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION TECHNOLOGY**

Nate Greenberg

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Bryan Wheeler

**PUBLIC WORKS**

Tony Dublino

**SOCIAL SERVICES**

Kathy Peterson

**To:** Board of Supervisors

**From:** Robert C. Lawton, CAO

**Date:** May 17, 2022

**Re:** Employment Agreement with Christopher L. Beck

**Recommended Action**

Adopt Resolution #R22\_, approving a contract with Christopher L. Beck as Assistant County Counsel, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Discussion**

Mr. Beck was selected as the successful candidate for the Assistant County Counsel position. At the recommendation of County Counsel, we are pleased to offer Mr. Beck the appointed position and request approval from the Board of Supervisors. Mr. Beck's salary shall be initially set at Range 18, Step D of the "Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions" (Resolution R21-45 originally adopted on June 15, 2021, and readopted on May 17<sup>th</sup>, 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.



**RESOLUTION NO. R22-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH CHRISTOPHER L. BECK  
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 L. Beck 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. Beck. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

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

APPROVED AS TO FORM:

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

**EMPLOYMENT AGREEMENT OF CHRISTOPHER L. BECK  
AS ASSISTANT COUNTY COUNSEL FOR MONO COUNTY**

This Agreement is entered into by and between Christopher L. Beck and the County of Mono (hereinafter "County").

**I. RECITALS**

The County wishes to employ Christopher L. Beck hereinafter ("Mr. Beck") as Assistant County Counsel in accordance with the terms and conditions set forth in this Agreement. Mr. Beck wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence May 31, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
  
2. Commencing May 31, 2022 , Mr. Beck shall be employed by Mono County as its Assistant County Counsel, serving at the will and pleasure of the County Counsel. Mr. Beck accepts such employment. The County Counsel shall be deemed the "appointing authority" for all purposes with respect to Mr. Beck's employment. The County Counsel and Mr. Beck will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Beck's work. Mr. Beck's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the County Counsel in accordance with the County's Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated



from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).

Mr. Beck’s salary shall be initially set at Range 18, Step D of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 adopted on June 15, 2021, hereinafter the “**Salary Matrix**”) and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.

3. Mr. Beck understands that he is responsible for paying the employee’s share (currently 9% of the employee’s pensionable compensation) of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).
  
4. Mr. Beck shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated for 2022 to reflect Mr. Beck’s June 1,

2022 start date. Mr. Beck understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.

5. To the extent deemed appropriate by the County Counsel, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Beck's full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Beck 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. Beck's employment, medical insurance, County dental and vision coverage, and life insurance.
7. Mr. Beck 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. Beck 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. Beck's regular schedule ever be

reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the “at will” nature of Mr. Beck’s employment, the County Counsel may terminate Mr. Beck’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Beck understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the County Counsel may, in his or her discretion, take during Mr. Beck’s employment.
  
9. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Beck 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. Beck shall not be entitled to any severance pay in the event that the County Counsel has grounds to discipline him on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Beck shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable

accommodations) and his employment is duly terminated for such non-disciplinary reasons.

10. Mr. Beck 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. Beck shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.

11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Beck.

12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Beck'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. Beck'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. Beck 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. Beck is convicted of a crime involving abuse of office or position.

13. Mr. Beck acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the

County. Mr. Beck 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 17<sup>th</sup> day of May, 2022.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Christopher L. Beck

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

APPROVED AS TO FORM:

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**SUBJECT** Employment Agreement with  
Valentine Vega

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public  
Works

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Valentine Vega as Project Manager for the Public Works Department, and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R22-\_\_\_\_, approving a contract with Valentine Vega as Project Manager, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

Total cost of salary and benefits for FY 2021-22 is \$18,519, of which \$13,000 is salary, and \$5,519 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$111,113 of which \$78,000 is salary and \$33,113 is the cost of benefits, and is included in the Department's proposed budget for FY 2022-23.

---

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@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="#">Contract</a>

---

History

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/6/2022 5:37 PM	County Counsel	Yes
5/12/2022 4:10 PM	Finance	Yes
5/13/2022 4:40 PM	County Administrative Office	Yes



# MONO COUNTY DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**Date:** May 17, 2022  
**To:** Honorable Chair and Members of the Board of Supervisors  
**From:** Tony Dublino, Director of Public Works  
**Re:** Employment Agreement with Valentine Vega

## **Recommended Action:**

Adopt Resolution #R22-\_\_\_, approving a contract with Valentine Vega as Project Manager and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

## **Discussion:**

After a competitive open recruitment, Mr. Vega was selected as the successful candidate and offered the position of Public Works Project Manager with Mono County. Mr. Vega holds a B.S. in Project Management, and has experience with materials lab work, road and utility projects, traditional vertical construction and flatwork. We are pleased to have Mr. Vega join our team and believe that he will be an outstanding addition to the Department of Public Works. Mr. Vega's salary shall be initially set at Range 9, Step A of the "Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions" (Resolution R21-45 originally adopted on June 15, 2021 and readopted on May 22, 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

If you have any questions regarding this item, please contact Tony Dublino at [tdublino@mono.ca.gov](mailto:tdublino@mono.ca.gov) or at (760) 932-5459.

Respectfully submitted,

Tony Dublino, Director of Public Works





**RESOLUTION NO. R22-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH VALENTINE VEGA  
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 Valentine Vega, 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 Valentine Vega. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

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

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

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

APPROVED AS TO FORM:

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

**EMPLOYMENT AGREEMENT OF VALENTINE VEGA  
AS PROJECT MANAGER FOR MONO COUNTY**

This Agreement is entered into by and between Valentine Vega and the County of Mono (hereinafter "County").

**I. RECITALS**

The County wishes to employ Valentine Vega hereinafter ("Mr. Vega) as its Project Manager in accordance with the terms and conditions set forth in this Agreement. Mr. Vega wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence May 2, 2022, and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
  
2. Commencing May 2, 2022, Mr. Vega shall be employed by Mono County as its Project Manager, serving at the will and pleasure of the Director of Public Works. Mr. Vega accepts such employment. The Director of Public Works shall be deemed the "appointing authority" for all purposes with respect to Mr. Vega's employment. The Director of Public Works and Mr. Vega will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Vega's work. Mr. Vega's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Director of Public Works in accordance with the County's Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated

from time to time and unilaterally implemented by the County (hereinafter the “**Management Compensation Policy**”).

Mr. Vega’s salary shall be initially set at Range 9, Step A of the “Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions” (Resolution R21-45 originally adopted on June 15, 2021 and readopted on May 22, 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.

3. Mr. Vega understands that he is responsible for paying the employee’s share (currently 9% of the employee’s pensionable compensation) of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the “normal cost” of his retirement benefits that may be mandated by the Public Employees’ Pension Reform Act of 2013 (PEPRA).
4. Mr. Vega shall earn and accrue vacation and sick leave in accordance with the “Policy Regarding Benefits of Management-level Officers and Employees,” updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the “**Management Benefits Policy**”) and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service

under this Agreement, prorated for 2022 to reflect Mr. Vega's May 2, 2022 start date. Mr. Vega understands that said merit leave does not accrue from one calendar year to the next; rather, it must be used by December 31st of each calendar year in which it is provided, or it is lost.

5. To the extent deemed appropriate by the Director of Public Works, the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Vega's full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Vega 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. Vega's employment, medical insurance, County dental and vision coverage, and life insurance.
7. Mr. Vega 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. Vega 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. Vega's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the "at will" nature of Mr. Vega's employment, the Director of Public Works may terminate Mr. Vega's employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Vega understands and acknowledges that as an "at will" employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Director of Public Works may, in his or her discretion, take during Mr. Vega's employment.
9. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Vega 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. Vega shall not be entitled to any severance pay in the event that the Director of Public Works has grounds to discipline him on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Vega shall also not be entitled to any severance pay in the event that he becomes

unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

10. Mr. Vega 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. Vega shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.

11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Vega.

12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Vega'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. Vega'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. Vega 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. Vega is convicted of a crime involving abuse of office or position.

13. Mr. Vega acknowledges that this Agreement is executed voluntarily by

him, without duress or undue influence on the part or on behalf of the County. Mr. Vega 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 17<sup>th</sup> day of May, 2022.

EMPLOYEE

THE COUNTY OF

MONO

\_\_\_\_\_  
Mr. Valentine Vega

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

APPROVED AS TO FORM:

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Public Works**

**TIME REQUIRED** 5 minutes

**SUBJECT** Employment Agreement with Jason Davenport

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Tony Dublino, Director of Public Works

---

### AGENDA DESCRIPTION:

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

Proposed resolution approving a contract with Jason Davenport as Parks and Facilities Superintendent , and prescribing the compensation, appointment and conditions of said employment.

---

### RECOMMENDED ACTION:

Announce Fiscal Impact. Approve Resolution #R\_\_\_\_\_, approving a contract with Jason Davenport as Parks and Facilities Superintendent, and prescribing the compensation, appointment and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

---

### FISCAL IMPACT:

Total cost of salary and benefits for FY 2021-22 is \$10,652, of which \$7,901 is salary, and \$2,752 is benefits. This is included in the FY 2021-22 budget. The cost for an entire fiscal year would be approximately \$127,827 of which \$94,809 is salary and \$33,018 is the cost of benefits, and is included in the Department's proposed budget for FY 2022-23.

---

**CONTACT NAME:** Tony Dublino

**PHONE/EMAIL:** 760.932.5459 / tdublino@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>
5/13/2022 4:42 PM	County Counsel	Yes
5/13/2022 4:42 PM	Finance	Yes
5/13/2022 4:42 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**

**CHAIR**

Bob Gardner / District 3

**VICE CHAIR**

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggins

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Alicia Vennos

**EMERGENCY MEDICAL**

**SERVICES**

Chief Chris Mokracek

**FINANCE**

Janet Dutcher

CPA, CGFM, MPA

**INFORMATION**

**TECHNOLOGY**

Nate Greenberg

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Bryan Wheeler

**PUBLIC WORKS**

Tony Dublino

**SOCIAL SERVICES**

Kathy Peterson

**To:** Board of Supervisors

**From:** Robert C. Lawton, CAO

**Date:** May 17, 2022

**Re:** Employment Agreement with Jason Davenport

**Recommended Action**

Adopt Resolution #R22\_, approving a contract with Jason Davenport as Parks and Facilities Superintendent, and prescribing the compensation, appointment, and conditions of said employment. Authorize the Board Chair to execute said contract on behalf of the County.

**Discussion**

Mr. Davenport was selected as the successful candidate for the Parks and Facilities Superintendent. At the recommendation of Public Works Director, we are pleased to offer Mr. Davenport the appointed position and request approval from the Board of Supervisors. Mr. Davenport's salary shall be initially set at Range 11, Step C of the "Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions" (Resolution R21-45 originally adopted on June 15, 2021, readopted on May 17, 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.



**RESOLUTION NO. R22-**

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS APPROVING AN  
EMPLOYMENT AGREEMENT WITH JASON DAVENPORT  
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 Jason Davenport 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. Davenport. The Chair of the Board of Supervisors shall execute said Agreement on behalf of the County.

**PASSED AND ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2022, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

ATTEST: \_\_\_\_\_  
Clerk of the Board

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

APPROVED AS TO FORM:

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

**EMPLOYMENT AGREEMENT OF JASON DAVENPORT  
AS PARKS AND FACILITIES SUPERINTENDENT FOR MONO COUNTY**

This Agreement is entered into by and between Jason Davenport and the County of Mono (hereinafter "County").

**I. RECITALS**

The County wishes to employ Jason Davenport hereinafter ("Mr. Davenport") as its Parks and Facilities Superintendent in accordance with the terms and conditions set forth in this Agreement. Mr. Davenport wishes to accept employment with the County on said terms and conditions.

**II. AGREEMENT**

1. This Agreement shall commence May 29, 2022 and shall remain in effect unless or until terminated by either party in accordance with this Agreement.
  
2. Commencing May 29, 2022, Mr. Davenport shall be employed by Mono County as its Parks and Facilities Superintendent serving at the will and pleasure of the Public Works Director. Mr. Davenport accepts such employment. The Public Works Director shall be deemed the "appointing authority" for all purposes with respect to Mr. Davenport's employment. The Public Works Director and Mr. Davenport will work together to establish specific, measurable, achievable and realistic performance goals for Mr. Davenport's work. Mr. Davenport's job performance and progress towards achieving the agreed-upon goals shall be evaluated by the Public Works Director in accordance with the County's Policy Regarding Compensation of At-Will and Elected Management Level Officers and Employees adopted by Resolution R21-44 on June 15, 2021, and as the same may be amended or updated from time to time and unilaterally

implemented by the County (hereinafter the "**Management Compensation Policy**").

Mr. Davenport's salary shall be initially set at Range 11, Step C of the "Resolution Adopting and Implementing a Salary Matrix applicable to At-Will Employee and Elected Department Head Positions" (Resolution R21-45 adopted on June 15, 2021, hereinafter the "**Salary Matrix**") and shall be modified as provided in the Management Compensation Policy and the Salary Matrix , and as the same may be amended or updated from time to time and unilaterally implemented by the County.

3. Mr. Davenport understands that he is responsible for paying the employee's share of any retirement contributions owed to the Public Employees Retirement System (PERS) with respect to his employment for the County, and also any employee share of the "normal cost" of his retirement benefits that may be mandated by the Public Employees' Pension Reform Act of 2013 (PEPRA).
4. Mr. Davenport shall earn and accrue vacation and sick leave in accordance with the "Policy Regarding Benefits of Management-level Officers and Employees," updated most recently by Resolution R20-56 of the Mono County Board of Supervisors and as the same may be further amended from time to time and unilaterally implemented by the County (hereinafter the "**Management Benefits Policy**") and in accordance with any applicable County Code provisions not in conflict with said Policy. Also, pursuant to said Policy, in recognition of the fact that his employment will be exempt from the payment of overtime or compensatory time-off under the Fair Labor Standards Act, he shall be entitled to 80 hours of merit leave (aka administrative leave) during each calendar year of service under this Agreement, prorated to reflect Mr. Davenport's start date. Mr. Davenport understands that said merit leave does not accrue from one calendar year to the next; rather, it must be

used by December 31st of each calendar year in which it is provided, or it is lost.

5. To the extent deemed appropriate by the Public Works Director the County shall pay the professional dues, subscriptions, and other educational expenses necessary for Mr. Davenport's full participation in applicable professional associations, for his continued professional growth and for the good of the County.
6. To the extent not inconsistent with the foregoing or any other provision of this Agreement, Mr. Davenport 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. Davenport's employment, medical insurance, County dental and vision coverage, and life insurance.
7. Mr. Davenport 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. Davenport 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. Davenport's regular schedule ever be reduced to less than full-time employment, on a temporary or permanent basis, then all compensation and benefits provided by this

Agreement or any applicable County policies shall be reduced on a pro-rata basis, except for those benefits that the County does not generally pro-rate for its other part-time employees.

8. Consistent with the “at will” nature of Mr. Davenport’s employment, the Public Works Director may terminate Mr. Davenport’s employment at any time during this Agreement, without cause. In that event, this Agreement shall automatically terminate concurrently with the effective date of the termination. Mr. Davenport understands and acknowledges that as an “at will” employee, he will not have permanent status nor will his employment be governed by the Mono County Personnel Rules except to the extent that the Rules are ever modified to apply expressly to at-will employees. Among other things, he will have no property interest in his employment, no right to be terminated or disciplined only for just cause, and no right to appeal, challenge, or otherwise be heard regarding any such termination or other disciplinary action the Public Works Director may, in his or her discretion, take during Mr. Davenport’s employment.
  
9. In the event of a termination without cause occurring after the first twelve (12) months of employment, Mr. Davenport 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. Davenport shall not be entitled to any severance pay in the event that the Public Works Director has grounds to discipline him on or about the time he or she gives notice of termination. Grounds for discipline include but are not limited to those specified in section 520 of the Mono County Personnel Rules, as the same may be amended from time to time. Mr. Davenport shall also not be entitled to any severance pay in the event that he becomes unable to perform the essential functions of his position (with or without reasonable accommodations) and his employment is duly terminated for such non-disciplinary reasons.

10. Mr. Davenport 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. Davenport shall not be entitled to any severance pay or earn or accrue additional compensation of any kind after the effective date of such resignation.
11. This Agreement constitutes the entire agreement of the parties with respect to the employment of Mr. Davenport.
12. The parties agree that the Board of Supervisors' approval of this Agreement on behalf of the County is a legislative act and that through this agreement, the Board of Supervisors is carrying out its responsibility and authority under Section 25300 of the Government Code to set the terms and conditions of County employment. It is not the parties' intent to alter in any way the fundamental statutory (non-contractual) nature of Mr. Davenport'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. Davenport'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. Davenport 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. Davenport is convicted of a crime involving abuse of office or position.
13. Mr. Davenport acknowledges that this Agreement is executed voluntarily by him, without duress or undue influence on the part or on behalf of the County. Mr. Davenport 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 17<sup>th</sup> day of May 2022.

EMPLOYEE

THE COUNTY OF MONO

\_\_\_\_\_  
Jason Davenport

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

APPROVED AS TO FORM:

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Public Works - Solid Waste**

**TIME REQUIRED** 30 minutes

**SUBJECT** Solid Waste Tipping Fee Adjustment  
Proposal - Workshop and Board  
Direction

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Justin Nalder, Solid Waste  
Superintendent and Tony Dublino,  
Director of Public Works

### AGENDA DESCRIPTION:

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

Presentation of a proposal to adjust Solid Waste Tipping Fees charged at County Transfer Stations and Landfills. The proposed adjustment is intended to balance the Solid Waste Enterprise Fund which has operated at a deficit for the last 3 years. There have been no increases to the tipping fees on major waste streams since 2012. If tipping fees are not increased, future General Fund subsidies to the Solid Waste program are expected.

### RECOMMENDED ACTION:

Direct Staff to prepare public noticing and adopting resolution in support of Alternative A. Provide any further direction to staff.

### FISCAL IMPACT:

The recommended Solid Waste Tipping Fee increases are intended to balance the Solid Waste Enterprise Fund and avoid future General Fund subsidies. Projections indicate the proposal, if adopted, would increase revenue into the Solid Waste Enterprise Fund by \$373,500 annually. Recommended fee increases range from \$2 to \$35 per ton depending on type of waste and represents an individual fee increase ranging from 2.8% to 700%.

**CONTACT NAME:** Justin Nalder

**PHONE/EMAIL:** 760.932.5453 / jnalder@mono.ca.gov

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Presentation](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/12/2022 7:10 AM	County Counsel	Yes
5/12/2022 1:40 PM	Finance	Yes
5/13/2022 4:38 PM	County Administrative Office	Yes



# MONO COUNTY

## DEPARTMENT OF PUBLIC WORKS

---

POST OFFICE BOX 457 • 74 NORTH SCHOOL STREET • BRIDGEPORT, CALIFORNIA 93517  
760.932.5440 • Fax 760.932.5441 • [monopw@mono.ca.gov](mailto:monopw@mono.ca.gov) • [www.monocounty.ca.gov](http://www.monocounty.ca.gov)

**To:** Honorable Chair and Members of the Board of Supervisors

**From:** Justin Nalder – Solid Waste Superintendent / Environmental Manager

**Date:** May 17, 2022

**Subject:** Solid Waste Tipping Fee Adjustment Proposal – Workshop and Board Direction

---

### **Recommended Action:**

Direct Staff to prepare Public Noticing and Adopting Resolution in support of Alternative A. Provide any further direction to staff.

### **Fiscal Impact:**

The recommended Solid Waste Tipping Fee increases are intended to balance the Solid Waste Enterprise Fund and avoid future General Fund subsidies. Projections indicate the proposal, if adopted, would increase revenue into the Solid Waste Enterprise Fund by \$373,500 annually.

### **Discussion:**

The Solid Waste Division of Public Works operates within the Solid Waste Enterprise Fund (SWEF). The SWEF is separate from the General Fund, and generates its own revenue from grants, sale of recycled materials, parcel fees, and tipping fees. The tipping fees for Municipal Solid Waste and Construction and Demolition Waste (the primary tipping fee categories) have not been increased since December of 2012, but costs for labor, fuel, equipment, and contracts have risen dramatically over the same period. The SWEF's cash balance has been decreasing over the last two years, and if tipping fees are not adjusted, there will be a need for a General Fund subsidy in the near future.

In 2010 and 2011, following the economic meltdown of 2008-2010, the SWEF operated in the red and the General Fund loaned the SWEF \$1,950,000 to keep the Fund solvent. In response to these financial needs, the Board increased tipping fees in December 2012 and since that adjustment, the SWEF has met its financial obligations. The General Fund loans were paid off over the course of 10 years, and funds have been set aside for closure of Benton Crossing Landfill. But the solid financial footing has been eroding over the last 2 years as increasing operational costs have overwhelmed the revenues generated by tipping fees.

Several of the County's contracts for Solid Waste-related services have automatic Consumer Price Index (CPI) adjustments within the contracts. Contracts that have been renewed have generally increased by at least the CPI over the same period. The average over 10 years has been 4% per year – a \$300,000 contract from 2012 costs \$426,000 in 2022. Not only has inflation increased operation costs, but the County has taken many steps to increase recycling and diversion, which have created expenses

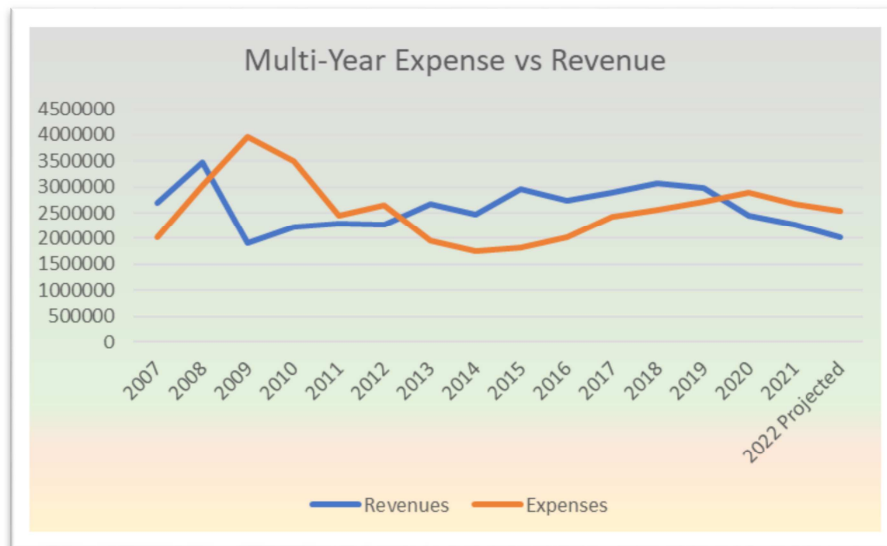
were there were no prior expenses. Meanwhile the tipping fees have remained the same - had the tipping fee been subject to the same 4% CPI, it would now be \$105 per ton.

Current tipping fees do not represent the current program cost of operating the County’s Solid Waste system, nor do they reflect the costs of receiving, processing, storing, and disposing or recycling of many individual waste streams. A once robust cash balance of over \$1m in the SWEF is now gone, and continuing operations will require additional revenue – either from increased tipping fees, or from the General Fund.

Staff has seen these trends developing over the last few years and have known the issue would need to be addressed – but the 5-year Flow Agreement (2017-2022) with the Town of Mammoth Lakes restricted the modification of the tipping fees for the extent of the agreement. The Flow Agreement was important as it allowed the County to accurately project waste volumes and to design and fund the closure plan for Benton Crossing Landfill, but the Flow Agreement is no longer in effect and staff’s attention has turned to implementing a fee structure that reflects the County’s current cost of providing services.

As we look forward and prepare for the transition away from Benton Crossing Landfill, the development of the Pumice Valley Landfill, implementing comprehensive contract services, and addressing new state legislation, it is essential that the Enterprise Fund is appropriately funded.

**Figure 1**



A multi-year expense vs revenue chart is presented above. The last decade of operation has seen a moderate increase of expenses which was expected. The revenue followed a similar trend through 2019 where we see a decline. This was in part due to the loss of parcel fee revenues into the SWEF which was necessary to properly fund the closure of Benton Crossing, in part due to reductions in volume/revenue as a result of Covid19, and in part due to reductions in recyclable sales revenues.

This deficit scenario would be corrected by increasing volume, but volume has not been increasing. With the Town’s decision to process Town waste within their own Transfer Station, waste volumes will further decrease dramatically (and overnight) within 2022.

Several methods of re-calculating tipping fees were considered and compared. The structure of our current fee schedule can be called a ‘recycling incentive’ approach. It considers total operational costs and assigns tipping fees on the largest volume waste streams (i.e. municipal solid waste and construction / demolition waste) to allow lower prices on other waste streams that are intended to incentivize diversion and recycling.

Staff compared the ‘recycling incentive’ approach to an ‘actual cost by waste type’ approach. Those were subsequently compared to a ‘flat rate increase’ and a ‘cost by percent of total volume’ approach.

Staff analyzed the different methods of calculation and considered impacts to customers. Staff developed the recommended action which is a combination of the above structures. The goal is to more equitably spread costs across the types of waste received, more accurately reflect the costs of handling, while considering thresholds that may increase illegal dumping. The following tables provide a comparison of the current tipping fees for the major waste streams and the recommended alternative tipping fees. The fees are presented as a price per ton for all facilities that make use of a scale. For the other sites that charge by volume, all fees would have an established conversion factor and a resulting price per cubic yard.

**Proposed Actions: Alternatives**

**Alternative A – (Recommended Action) Accept tipping fee increases as proposed**

**Alternative B - Apply a 21.6% increase across all waste streams.**

**Alternative C - Only increase the tipping fee on special handling waste items.**

**Alternative D - Do Nothing**

**Table 1 – Alternative A**

	Current Price Per Ton	Proposed Price Per Ton	Current Unit Fee Per Item	Proposed Unit Fee Per Item
<b>Minimum Gate Fee</b>			\$5.00	\$5.00
<b>MSW</b>	\$94.00	\$100.00		
<b>C&amp;D - Mono</b>	\$74.00	\$95.00		
<b>C&amp;D - TOML</b>	\$74.00	\$95.00		
<b>Soil</b>	\$5.00	\$8.00		
<b>Small Aggregate</b>	\$11.00	\$15.00		
<b>Large Aggregate</b>	\$33.00	\$35.00		
<b>Organics Load</b>	\$5.00	\$40.00		
<b>Clean Wood</b>	\$17.25	\$35.00		
<b>Scrap Metal</b>	\$17.25	\$20.00		
<b>Treated Wood</b>	\$74.00	\$150		
<b>Refrigerated Appliances</b>	\$17.25	\$20.00	\$24.75	\$30.00
<b>Non-Refrigerated Appliances</b>	\$17.25	\$20.00	\$11.50	\$14.00
<b>Autos</b>	\$17.25	\$20.00	\$16.50	\$20.00

**Table 2 – Alternative B**

	Current Price Per Ton	Proposed Price Per Ton	Current Unit Fee Per Item	Proposed Unit Fee Per Item
<b>Minimum Gate Fee</b>			\$5.00	\$5.00
<b>MSW</b>	\$94.00	\$114.30		
<b>C&amp;D - Mono</b>	\$74.00	\$89.91		
<b>C&amp;D - TOML</b>	\$74.00	\$89.91		
<b>Soil</b>	\$5.00	\$6.08		
<b>Small Aggregate</b>	\$11.00	\$13.37		
<b>Large Aggregate</b>	\$33.00	\$40.10		
<b>Organics Load</b>	\$5.00	\$6.08		
<b>Clean Wood</b>	\$17.25	\$20.96		
<b>Scrap Metal</b>	\$17.25	\$20.96		
<b>Treated Wood</b>	\$74.00	\$90		
<b>Refrigerated Appliances</b>	\$17.25	\$21.00	\$24.75	\$16.00
<b>Non-Refrigerated Appliances</b>	\$17.25	\$21.00	\$11.50	\$16.00
<b>Autos</b>	\$17.25	\$21.00	\$16.50	\$16.00

**Table 3 – Alternative C**

	Current Price Per Ton	Proposed Price Per Ton	Current Unit Fee Per Item	Proposed Unit Fee Per Item
<b>Minimum Gate Fee</b>			\$5.00	\$5.00
<b>MSW</b>	\$94.00	No Change		
<b>C&amp;D - Mono</b>	\$74.00	No Change		
<b>C&amp;D - TOML</b>	\$74.00	No Change		
<b>Soil</b>	\$5.00	No Change		
<b>Small Aggregate</b>	\$11.00	No Change		
<b>Large Aggregate</b>	\$33.00	No Change		
<b>Organics Load</b>	\$5.00	\$10.00		
<b>Clean Wood</b>	\$17.25	\$37.25		
<b>Scrap Metal</b>	\$17.25	No Change		
<b>Treated Wood</b>	\$74.00	\$397.50		
<b>Refrigerated Appliances</b>	\$17.25	No Change	\$24.75	\$40.00
<b>Non-Refrigerated Appliances</b>	\$17.25	No Change	\$11.50	\$20.00
<b>Autos</b>	\$17.25	No Change	\$16.50	\$33.00

---

## **Alternatives – Further Discussion**

It is expected that both the Recommended Alternative A and Alternative B would offset the Solid Waste Enterprise Fund's recent deficits, which have averaged approximately \$375,000 over the last three years.

The recommended Alternative A is aimed at adjusting current tipping fees to reflect full cost recovery *by waste stream* and addresses elements of the current cost structure that fail to reflect the actual costs of waste processing that have become an integral part of the operations over the last 5 years.

Alternative B addresses the deficit but leaves in place the recycling and diversion goals/incentives that have been in place for over a decade – it is the simplest approach but does not reflect the actual costs of managing waste (such as wood waste and organics) that have emerged over the last five years.

Alternative C would not correct the program's deficit but would correct the greatest disparities in cost recovery within the program today by addressing select special handling waste streams which are currently incentivized and incurring the largest loss for handling and disposal. Revenue increases would be nominal and in some cases (i.e. treated wood waste) the cost would not be perceived as reasonable by the customers.

Alternative D, the 'do nothing' alternative, leaves the current fee structure in place which would likely mean a General Fund subsidy in future years.

If you have any questions regarding this item, please contact me at (760) 932-5453 or [jnalder@mono.ca.gov](mailto:jnalder@mono.ca.gov)



Justin Nalder  
Solid Waste Superintendent / Environmental Manager





**Solid Waste Enterprise Fund**  
Tipping Fee Adjustment



# Balancing the Solid Waste Enterprise Fund

December 11, 2012

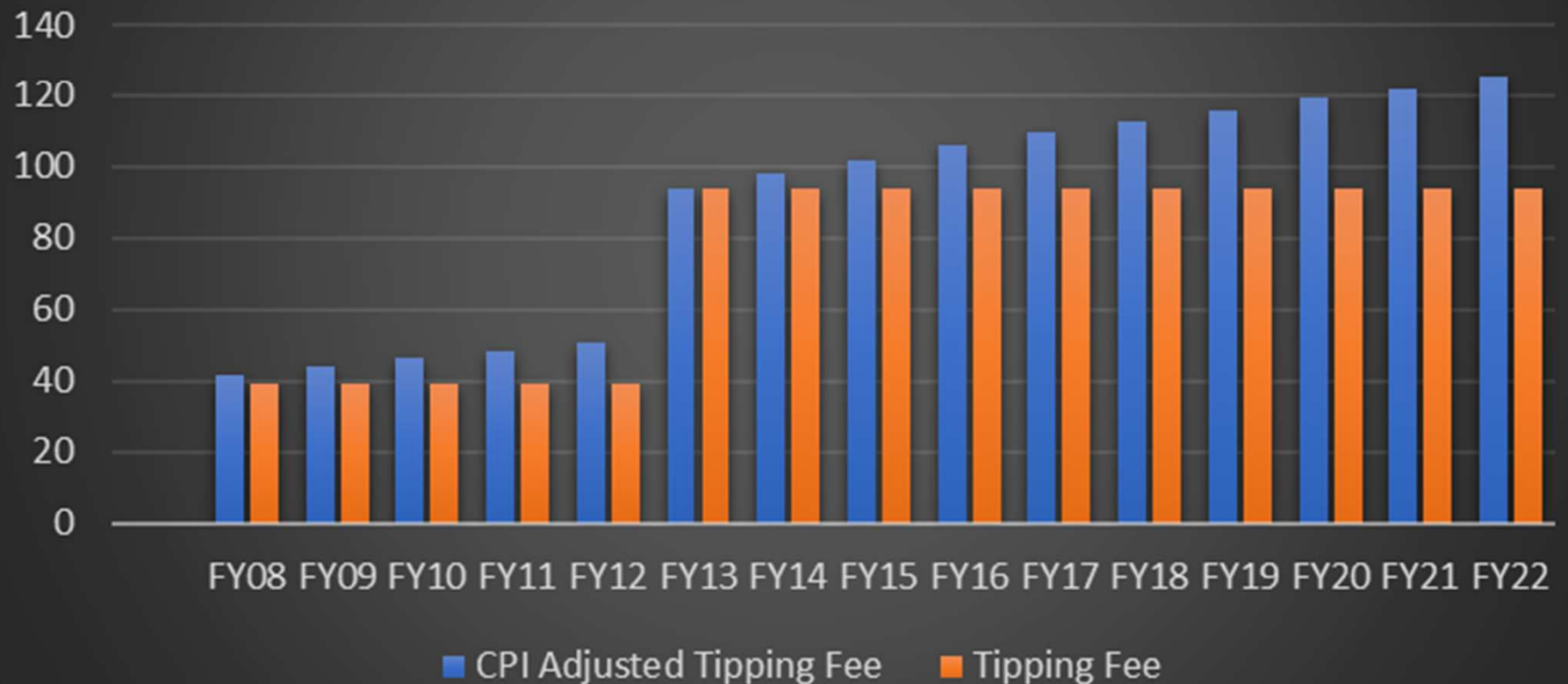


No adjustments  
since 2012  
Flow Agreement

# Multi-Year Expense vs Revenue



## Tipping Fees and Consumer Price Indices



# HOW DID WE GET HERE?

Diminishing Cash Balance

Reduction in waste volumes

Steady representation of diversion and reuse?

Covid19

Purchase of equipment

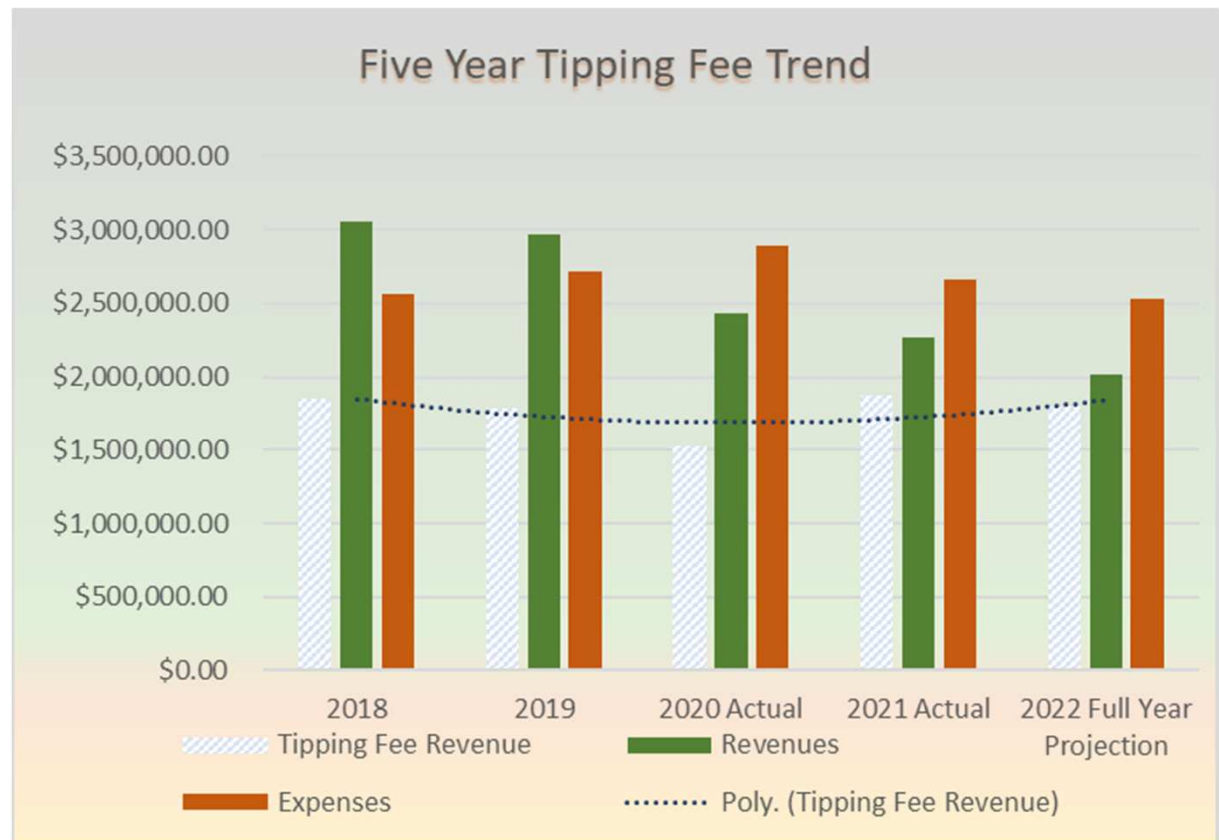
Contracted and improved wood chipping

Hired contractors to help prep for closure

Contracts have annual adjustments for CPI/PPI

Onsite closure preparation for Benton Crossing Landfill

Flow Agreement with the Town of Mammoth Lakes





# IMMEDIATE NEED

## Cover Deficit:

3 yr Annual Average deficit: ~\$373,500  
 Projected FY 22/23 deficit after Mammoth Disposal  
 Transfer Station opens: ~\$1,120,600

## Develop Pumice Valley

## Increase Revenues:

Parcel Fees - primarily used for closure/post closure activities.

Tipping Fees – used for operational expenses

	Current Price Per Ton	Recommended Alternative Price per Ton
<b>MSW</b>	\$94.00	\$100.00
<b>C&amp;D - Mono</b>	\$74.00	\$95.00
<b>C&amp;D - TOML</b>	\$74.00	\$95.00
<b>Soil</b>	\$5.00	\$8.00
<b>Small Aggregate</b>	\$11.00	\$15.00
<b>Large Aggregate</b>	\$33.00	\$35.00
<b>Organics Load</b>	\$5.00	\$40.00
<b>Clean Wood</b>	\$17.25	\$35.00
<b>Metal</b>	\$17.25	\$20.00

		Price per Ton Add-on				
	Current Price Per Ton	Recommended Pricer Per Ton	Scrap Metal	Auto Bodies	Refrigerated	Non-Refrigerated
<b>Treated Wood</b>	\$74.00	\$150				
<b>Appliances</b>	\$17.25 + Surcharge	\$20	\$0	\$20	\$30	\$14

## ADDITIONAL SPECIAL HANDLING WASTE ITEMS

# COMPARISON TO OTHER JURISDICTIONS

Jurisdiction	Minimum Fee	Price Per Cubic Yard	Price Per Ton	Updated
Trinity County	\$ 1.92	\$ 24.00	\$ 240.00	2019
Del Norte County	\$ 8.00	\$ 18.06	\$ 164.16	2021
Mariposa County	\$ 5.00	\$ 30.00	\$ 121.00	2011
Mammoth Lakes	\$ 20.00	\$ -	\$ 115.00	Oct. 2022
Tuolomne County	\$ 4.00	\$ 17.95	\$ 107.50	2016
Mono County Proposed	\$ 5.00	\$ 12.50	\$ 100.00	2022
Mono County	\$ 5.00	\$ 11.75	\$ 94.00	2012
Lassen County	\$ 5.00	\$ 10.00	\$ 76.50	2017
Siskiyou County	\$ 5.00	\$ 8.40	\$ 73.00	2021
Inyo County	\$ 5.00	\$ 5.00	\$ 50.00	2017

If the Tipping Fee of \$94/ton, which was set in 2012 had the appropriate CPI adjustments applied through 2022, as we have been paying contractors, then the tipping fee would be \$125/ton.



# OUTREACH

Initial outreach conducted to RPACs and SWTF informing price changes were forthcoming

Coincides with upcoming program transition



# PROPOSED ACTIONS: ALTERNATIVES

## Alternative A

Accept tipping fee increases as proposed.

*Recommended Action*

## Alternative B

Apply a 21.6% increase across all waste streams.

## Alternative C

Only increase the tipping fee on special handling waste items.

## Alternative D

Do Nothing.



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: Mountain View Fire Emergency Operations Center**

**TIME REQUIRED** 10 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

Justin Nalder, MVF EOC Director

**SUBJECT** Mountain View Fire Update and  
Review of Emergency Declarations

---

### AGENDA DESCRIPTION:

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

Review of continuing need for Board of Supervisor's November 17, 2020, Declaration of Local Emergency of and Mono County Health Officer's November 19, 2020, Declaration of Local Health Emergency for the Mountain View Fire.

---

### RECOMMENDED ACTION:

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

---

### FISCAL IMPACT:

Continuation of the declared emergencies supports the County's eligibility for state disaster assistance while debris efforts are still underway. Debris removal costs are eligible for reimbursement only when there is an immediate threat to public health and safety.

---

**CONTACT NAME:** Stacey Simon

**PHONE/EMAIL:** x1704 / [ssimon@mono.ca.gov](mailto: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="#">Board Declaration of Emergency</a>
<input type="checkbox"/> <a href="#">Health Officer Declaration</a>
<input type="checkbox"/> <a href="#">Board Ratification of Health Emergency</a>

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/4/2022 10:35 AM	County Counsel	Yes
5/12/2022 4:11 PM	Finance	Yes
5/13/2022 4:40 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**OFFICE OF THE  
COUNTY COUNSEL**

**Telephone**  
760-924-1700

**Assistant County Counsel**  
Anne L. Frievault

*Mono County*  
South County Offices  
P.O. BOX 2415

**Risk Manager**  
Jay Sloane

**Deputy County Counsel**  
Emily Fox

MAMMOTH LAKES, CALIFORNIA 93546

**Paralegal/Office Manager**  
Kevin Moss

To: Board of Supervisors  
From: Stacey Simon  
Re: Review of Emergency Declarations – Mountain View Fire

**Recommended Action**

Staff recommends that the Board not terminate the emergency declarations until more information is known regarding the remaining unremediated properties, despite the recently-received news from CalOES regarding the County's cost share.

**Strategic Plan Focus Areas Met**

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

**Discussion**

On November 17, 2020, a fire broke out in the Community of Walker (the “Mountain View Fire”) in the midst of a hurricane-force wind event. More than 140 structures were destroyed, including 74 homes. On that date, by emergency action, the Board of Supervisors declared a state of local emergency under the California Emergency Services Act (CESA) (Cal. Gov’t Code § 8630). On November 19, 2020, the Governor of the State of California also proclaimed a State of Emergency under CESA, and the Mono County Health Officer declared a local health emergency under Health and Safety Code § 101080, related to the presence of hazardous and toxic materials associated with fire debris. The Board of Supervisors ratified the Health Officer’s declaration on November 24, 2020.

Under the CESA, the Board must review the need for continuing the local emergency at least once every 60 days until it terminates the emergency. Under Health and Safety Code § 101080, the Board must review the need for continuing the local health emergency at least once every 30 days. Under both provisions, the Board must terminate the local emergency at the earliest possible date that conditions warrant.

This item is on the Board’s agenda for a review of the conditions necessitating the declarations of emergency as follows:

## **1. Declaration of Local Health Emergency**

A local health emergency exists under § 101080 when an area is affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent.

The bulk of hazardous waste cleanup on affected properties has been completed by CalOES, however, there remain several properties which have not been remediated. Staff will present additional information regarding the status of the remaining properties and options available to address them.

## **2. Declaration of Local Emergency**

A local emergency exists under subdivision (c) of section 8558 of the CESA when conditions exist of disaster or of extreme peril to the safety of persons and property caused by fire, which are or are likely to be beyond the control of the services, personnel, equipment, and facilities of the local government and require the combined forces of other entities to combat. Keeping the declaration of local emergency in place allows the County the option to seek to remediate the final two properties that have not been remediated and do not currently have plans for remediation while seeking reimbursement from the State under Title 19. Such reimbursement will depend on signed statements from the property owners permitting entry for the purpose of remediation. The emergency declaration maintains flexibility for the County to pursue remediation while seeking reimbursement.

### Attachments:

November 17, 2020 Board Declaration

November 19, 2020 Health Officer Declaration

November 24, 2020 Board Ratification of Health Officer Declaration



R20-101

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS DECLARING  
A LOCAL EMERGENCY DUE TO SEVERE WILDFIRE IN THE ANTELOPE  
VALLEY AREA CAUSED BY THE MOUNTAIN VIEW FIRE**

**WHEREAS**, today, November 17, 2020, during a severe wind event, a fast-moving fire erupted in the Antelope Valley in Northern Mono County (the “Mountain View Fire”); and

**WHEREAS**, by 4:00, the fire had destroyed structures and homes and taken at least one life; evacuations are ongoing, and animals have been let free; and

**WHEREAS**, the Board has determined that conditions of disaster and extreme peril exist which are beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Mono, State of California, does hereby declare a state of emergency as a result of the Mountain View Fire in Northern Mono County, based on the findings stated above and other information presented to it during its meeting of today’s date.

**BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business Administration Disaster Declaration for Individual Assistance and funding through the California Disaster Assistance Act, in addition to any and all recovery assistance the State of California can provide, are requested to respond to the emergency herein described, including as necessary to respond to such eligible damages resulting from the emergency which may later be discovered.

**PASSED, APPROVED and ADOPTED** this 17th day of November 2020, by the following vote, to wit:

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

**NOES:** None.

**ABSENT:** None.

**ABSTAIN:** None.

Stacy Corless, Chair  
Mono County Board of Supervisors

**ATTEST:**

Queenie Barnard (Nov 18, 2020 12:25 PST)

Clerk of the Board

**APPROVED AS TO FORM:**

Stacey Simpson (Nov 18, 2020 12:40 PST)

County Counsel



# MONO COUNTY HEALTH DEPARTMENT

## LOCAL PUBLIC HEALTH ORDER

P.O. BOX 3329, MAMMOTH LAKES, CA 93546 • PHONE (760) 924-1830 • FAX (760) 924-1831

---

**EMERGENCY ORDER OF THE MONO COUNTY HEALTH OFFICER  
DECLARING A LOCAL HEALTH EMERGENCY DUE TO THE  
MOUNTAIN VIEW FIRE; LIMITING RE-ENTRY TO AFFECTED AREAS TO  
PROTECT PUBLIC HEALTH AND SAFETY; AND PROHIBITING ENDANGERMENT  
OF THE COMMUNITY THROUGH THE UNSAFE REMOVAL,  
TRANSPORT, AND DISPOSAL OF FIRE DEBRIS**

**WHEREAS**, the Mono County Board of Supervisors proclaimed a local state of emergency on November 17, 2020, and the Governor issued a Proclamation of a State of Emergency on November 19, 2020, due to conditions of extreme peril caused by the Mountain View Fire, which destroyed 96 homes and damaged various other structures, including Mono County's solid waste transfer station, in the Walker area of Mono County; and

**WHEREAS** the potential for widespread toxic exposures and threats to public health and the environment exists in the aftermath of a major wildfire disaster. Debris and ash from residential structure fires contain hazardous substances and the health effects of hazardous substances releases after a wildfire are well-documented; and

**WHEREAS**, the combustion of building materials such as siding, roofing tiles, and insulation result in dangerous ash that may contain asbestos, heavy metals, and other hazardous materials. Wells may be contaminated and require chlorination following a period of power outages. Household hazardous waste such as paint, gasoline, cleaning products, pesticides, compressed gas cylinders, and chemicals may have been stored in homes, garages, or sheds that may have burned in the fire, also producing hazardous materials; and

**WHEREAS**, exposure to hazardous substances may lead to acute and chronic health effects, and may cause long-term public health and environmental impacts. Uncontrolled hazardous materials and debris pose significant threats to public health through inhalation of dust particles and contamination of drinking water supplies. Improper handling can expose workers to toxic materials, and improper transport and disposal of fire debris can spread hazardous substances throughout the community, and



**WHEREAS**, areas affected by the fire were evacuated by Incident Command, and reentry by residents and the public for safety reasons must be regulated until such time as hazardous materials inspection and removal is conducted; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local health officer to declare a local health emergency in areas affected by release or escape of hazardous waste which is an imminent threat to the public health or imminent and proximate threat of the introduction of any contagious, infectious, or communicable disease, chemical agent, noncommunicable biologic agent, toxin, or radioactive agent; and

**WHEREAS**, Health and Safety Code section 101040 further authorizes the Health Officer to issue orders to protect public health and safety in the context of a local emergency; and

**WHEREAS**, the Mono County Health Officer finds that the Mountain View Fire has created conditions hazardous to public health and safety in the form of contaminated debris from household hazardous waste/materials and structural debris, which poses a substantial threat to human health and the environment unless its removal and disposal is performed in a manner that protects the public health and safety.

**NOW THEREFORE**, the Mono County Health Officer **DECLARES** and **ORDERS** as follows:

1. Pursuant to California Health and Safety Code sections 101040 and 101080, a local health emergency exists in Mono County due to debris resulting from the Mountain View Fire being or containing hazardous materials and the imminent and proximate threat of release thereof, which are public health hazards and immediate threats to the public health and safety.
2. Effective immediately and continuing until it is extended, rescinded, superseded, or amended in writing by the Public Health Officer, this Order continues existing closures and prohibits re-entry into specified areas affected by the Mountain View Fire as shown in Exhibit A (“Current Evacuation Area (11/19/20)”), which is attached to this Order and incorporated by this reference, until such time as those areas can be assessed for hazards and, where necessary, remediated.
3. Upon notification by the County of Mono’s Building and Environmental Health Divisions that additional areas or premises are safe to re-enter, the Health Officer may replace Exhibit A, without otherwise modifying this Order, by posting and distributing a revised map labeled “Current Evacuation Area” with the date of such revision and a reference to this Order.
4. In coordination with local law enforcement, re-entry for the limited purpose of retrieving possessions may be allowed, provided no hazards have been identified on the property being accessed.
5. Regardless of when re-entry occurs, no cleanup activities of burned structures or other construction activities shall commence without the prior written authorization of the County

of Mono's Building and Environmental Health Divisions and in compliance with adopted cleanup standards and construction safety guidelines.

6. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, no debris bins shall be provided to property owners for the purposes of the removal of fire debris without the authorization of the Mono County Public Health Department – Environmental Health Division.
7. Pending the enactment of additional requirements to address the Mountain View Fire disaster clean up, property owners choosing not to participate in a State Fire Debris Clearance Program, if one is established in Mono County, must register with and obtain the permission of the Mono County Public Health Department – Environmental Health Division, before beginning the removal of fire debris and conduct their private debris removal, transport, and disposal in a manner that does not endanger the community.
8. No one shall temporarily occupy or camp on private property unless and until standards for such temporary occupancy are approved by the Mono County Building and Environmental Health Divisions, (and the Board of Supervisors if required under County or State law).

**IT IS FURTHER DECLARED**, pursuant to California Health and Safety Code section 101080, that the local health emergency created and presented by the Mountain View Fire shall not remain in effect for a period in excess of seven (7) days unless it has been ratified by the Mono County Board of Supervisors and shall be reviewed by the Board of Supervisors at least every 14 days until the local health emergency is terminated.

**IT IS SO ORDERED:**

Date: November 19, 2020

*Thomas Boo, MD*

---

Dr. Tom Boo  
Mono County Public Health Officer

**EXHIBIT A**  
**CURRENT EVACUATION AREA (11/19/20)**

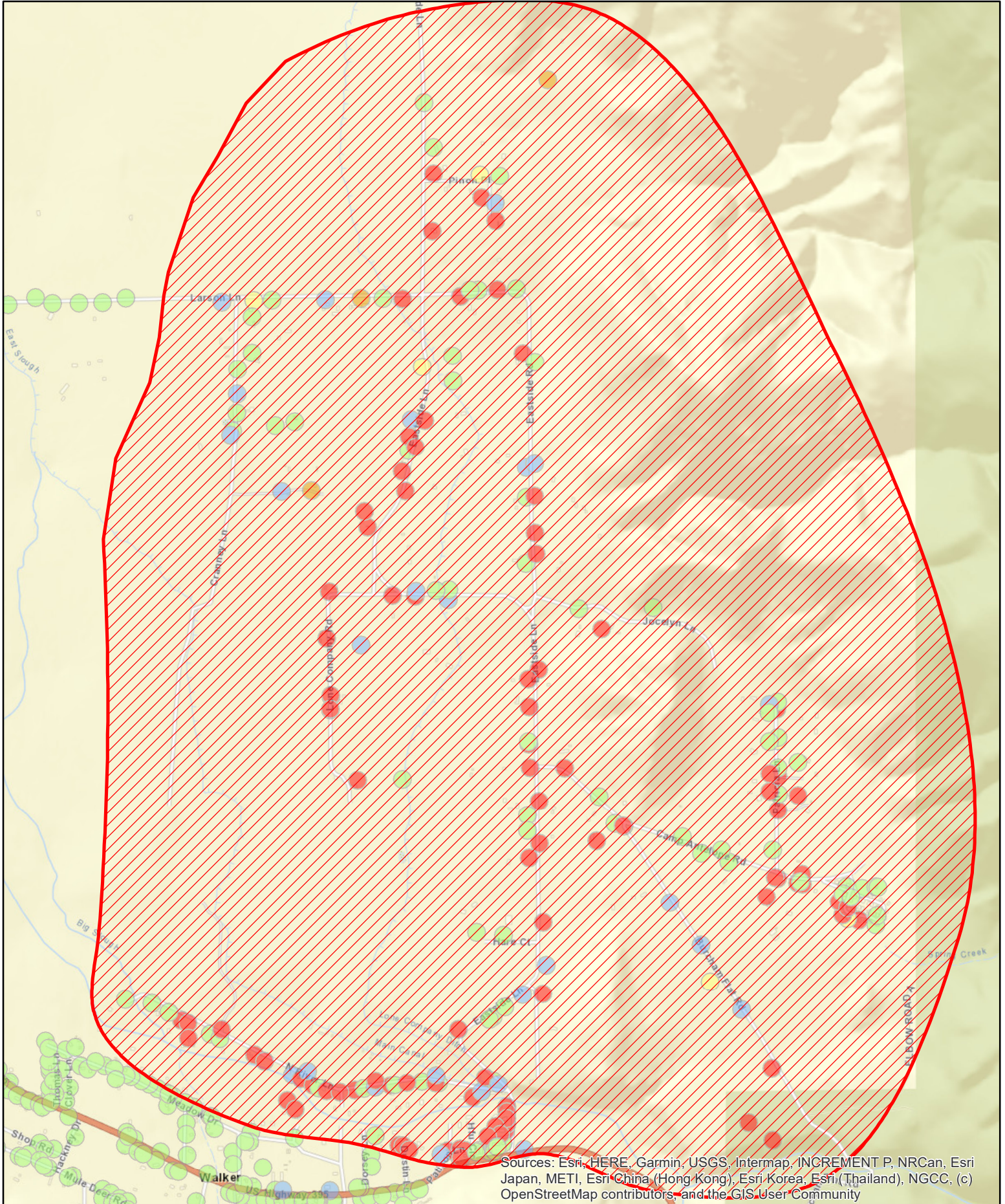


# CURRENT EVACUATION AREA

As of 11/19/2020 - 10:45a

For updates visit

<https://on.mono.ca.gov/mountainviewfire>



Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community



R20-102

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
RATIFYING PROCLAMATION OF LOCAL HEALTH  
DUE TO THE PRESENCE OF TOXIC AND HAZARDOUS DEBRIS  
RESULTING FROM THE MOUNTAIN VIEW FIRE IN WALKER**

**WHEREAS**, the Local Health Officer did, on the 19<sup>th</sup> day of November, 2020, declare a local public health emergency in the County of Mono as a result of the Mountain View Fire, a fast-moving and devastating blaze which began on November 17, 2020, and burned more than 140 structures, including 74 homes which were completely destroyed and an additional 2 homes which were damaged, in the community of Walker, California; and

**WHEREAS**, the Health Officer declaration, which is hereby incorporated by this reference, included a restriction on re-entry into areas affected by the fire in order to protect the public from toxic and hazardous materials typically present following a fire that burns residential or commercial structures. The order also included guidance and restrictions for safe debris removal, transport and disposal; and

**WHEREAS**, the Mono County Building and Environmental Health Departments, with support, expertise and resources provided by the California Office of Emergency Services (CalOES), thereafter assessed the fire-damaged areas and a plan was made to allow residents to commence safely re-entering the area on November 22, 2020. The Health Officer therefore issued a revised order on that date allowing for controlled re-entry, but continuing the prior restrictions on debris removal, transport and disposal; and

**WHEREAS**, the continuation of these restrictions, as well as the continued assistance and resources of CalOES and others with expertise in remediating fire damage, remain necessary in order to protect public health, safety and the environment and are required for a safe and effective response to the conditions of disaster and extreme peril resulting from the Mountain View Fire, which is beyond the control of the normal protective services, personnel, equipment, and facilities within the County of Mono;

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Supervisors of the County of Mono, State of California, adopts the above findings and does hereby ratify the aforementioned proclamation of local health emergency and declares a continued state of local health emergency in the County which is beyond the control of the normal protective services, personnel, equipment and facilities within the County, as a result of the Mountain View Fire.

1 **BE IT FURTHER RESOLVED THAT** consideration for a U.S. Small Business  
2 Administration Disaster Declaration for Individual Assistance and funding through the California  
3 Disaster Assistance Act, in addition to any and all recovery assistance the State of California can  
4 provide, are requested to respond to the emergency herein described, including as necessary to  
5 respond to such eligible damages resulting from the emergency which may later be discovered.

6 **PASSED, APPROVED and ADOPTED** this 24th day of November, 2020, by the  
7 following vote, to wit:

8 **AYES:** Supervisors Corless, Gardner, Kreitz, Peters, and Stump.

9 **NOES:** None.

10 **ABSENT:** None.

11 **ABSTAIN:** None.

12 


13 \_\_\_\_\_  
14 Stacy Corless, Chair  
15 Mono County Board of Supervisors

16 **ATTEST:**

17   
18 \_\_\_\_\_  
19 Queenie Barnard (Nov 24, 2020 12:57 PST)

20 Clerk of the Board

21 **APPROVED AS TO FORM:**

22   
23 \_\_\_\_\_  
24 Stacey Simon (Nov 24, 2020 13:14 PST)

25 County Counsel





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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**Departments: Community Development**

**TIME REQUIRED** 20 minutes (15 minute presentation; 5 minute discussion); **PERSONS APPEARING BEFORE THE BOARD** Bentley Regehr, Planning Analyst

**SUBJECT** Proposed Waiver of County Fees for an Approved Residential and Commercial Project in June Lake

**AGENDA DESCRIPTION:**

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

Discussion of potential fee waiver for fees associated with Use Permit 20-003 - which approved the development of twelve residential units and associated commercial space on Cherokee Lake off Highway 158 in June Lake.

**RECOMMENDED ACTION:**

1) Adopt proposed resolution waiving staff time costs/permit fee for Use Permit 20-003, in the amount of \$3,910.50, consistent with Housing Element Program 2.10; 2) Discuss potential options for fee waivers for other projects in the future; and 3) Provide any desired direction to staff.

**FISCAL IMPACT:**

Fee waiver for staff time on the project is \$3,910.50. Additional fee waivers would be presented at a future Board meeting.

**CONTACT NAME:** Bentley Regehr

**PHONE/EMAIL:** 760-924-4602 / bregehr@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>

History

Time

Who

Approval

5/10/2022 9:15 AM	County Counsel	Yes
5/12/2022 3:27 PM	Finance	Yes
5/13/2022 4:40 PM	County Administrative Office	Yes



# Mono County Community Development

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

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

May 17, 2022

**To: Mono County Board of Supervisors**

**From:** Bentley Regehr & Wendy Sugimura – Community Development

**Re: Use Permit 20-003 Fee Waiver**

## RECOMMENDATION

1. Waive staff time costs for Use Permit 20-003, in the amount of \$3,910.50, consistent with Housing Element Program 2.10.
2. Direct staff to form a “negotiation team” to explore potential options for further fee waivers.
3. Provide any additional direction to staff.

## BACKGROUND

Use Permit 20-003 was approved at the January 20, 2022, Planning Commission meeting. The project is located on two lots along State Route 158 in the June Lake commercial corridor: APN 015-104-053 (Lot A) and 015-140-054 (Lot B). Lot A is 0.67 acres and will consist of residential development, while Lot B is 0.77 acres and will consist of commercial development.

Two two-story buildings will be constructed on Lot A. Each building will consist of six, two-bedroom apartments for a total 12 apartment units. In order to meet the proposed density of 18 units/acre, a 20% density bonus was granted (the Commercial Lodging – High land use designation allows up to 15 units/acre without a density bonus) in exchange for one low-income deed restricted one unit (less than 80% AMI). Density bonus calculations were based on state standards. As stated by Condition of Approval #13 in the Use Permit, one of the buildings (six units) will not allow transient rentals.

Two two-story commercial buildings will be constructed on Lot B. The buildings will be 5,520- and 4,450-square feet, respectively, and will consist of a mix of office, retail, and warehouse space.

A more detailed project description can be found in the Planning Commission staff report for the Use Permit at <https://monocounty.ca.gov/planning-commission/page/planning-commission-special-meeting-21>.

## DISCUSSION

At the January Planning Commission meeting, the applicant requested staff bring the project to a future Board of Supervisors meeting to discuss the potential for waiving fees associated with the Use Permit. Fees associated with the permit include:

1. Staff time for the Use Permit. Staff time is charged at a rate of \$99/hr.
2. Consultant fees. Panorama Environmental was hired to complete the CEQA analysis for the project.
3. Housing Mitigation Ordinance (HMO) fees. The residential building deed restricted to long-term use is exempt from fees, per Mono County Code 15.40.060.F. The other residential building will be charged at a rate of \$3.90 per square foot, plus an additional \$4.00 per square foot if used for short-term rentals. Commercial space will be charged at a rate of \$1.00 per square foot for

office/retail space and \$0.50 per square foot for warehouse space. All HMO fees are based on fees adopted through Resolution R19-83, which may change by the time a building permit is submitted and fees are triggered.

The table below summarizes the estimated Mono County fee amounts:

<b>Fee Source</b>	<b>Amount</b>
HMO (commercial)	\$ 6,365.00
HMO (residential)	\$ 17,160.00
HMO (short-term rental)	\$ 17,600.00
HMO (total)	\$ 41,125.00
Building Permit Fees	\$ 30,920.27
CEQA consultant costs	\$ 28,418.75
Staff time (Use Permit)	\$ 3,910.50
<b>TOTAL</b>	<b>\$ 104,374.52</b>

Staff recommends waiving staff time fees (\$3,910.50) for the project, consistent with the Housing Element:

**Program 2.10.** *The Board of Supervisors may reduce or waive development processing fees for qualifying extremely low, low- and moderate-income housing units in order to facilitate processing. Staff will work with applicable agencies to promote a reduction or waiving of fees for such projects.*

Waiving of additional fees in exchange for additional deed restrictions or other benefits could be discussed through a negotiation team made up of Mono County staff. Staff would report back to the Board on potential options agreed upon by staff and the developer.

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

**Attachment:**

1. Resolution waiving fees for staff time to process Use Permit 20-003



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY  
BOARD OF SUPERVISORS TO WAIVE FEES FOR STAFF TIME TO PROCESS  
USE PERMIT 20-003**

**WHEREAS**, on January 20, 2022, Use Permit 20-003 for development of twelve residential units and two commercial buildings on APNs 015-104-053 and 015-104-054 was approved by the Planning Commission, and

**WHEREAS**, through a condition of approval, six of those units are limited to long-term rentals only (30 or more consecutive days) and one unit is required to be deed restricted to a low-income level (80 percent of Area Median Income, as determined by the State), and

**WHEREAS**, Housing Element Program 2.10 supports a waiver of fees by the Board for projects that propose units restricted to low or moderate income levels, and

**WHEREAS**, staff time fees to process Use Permit 20-003 were incurred at a total cost of \$3,910.50.

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

The \$3,910.50 in fees incurred for staff time to process Use Permit 20-003 are hereby waived.

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

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

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

ATTEST:

APPROVED AS TO FORM:

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

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



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: CAO**

**TIME REQUIRED** 15 minutes

**SUBJECT** FY2021-22 Budget Third Quarter  
Adjustments

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

John Craig , Assistant CAO; Megan  
Mahaffey, Accountant III

---

### AGENDA DESCRIPTION:

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

This item is to approve Third Quarter budget adjustments requested by departments and project year end Fund Balance that can be used to balance the FY2022-23 budget.

---

### RECOMMENDED ACTION:

Receive report and approve recommended budget adjustments. (4/5ths vote required).

---

### FISCAL IMPACT:

The requested adjustments increase expenditure line items that need additional allocations and reduce expenditure line items that need less allocations. Adjustments to revenue line items that received additional revenue over budget are also included in these budget requests. The impact of these requests is a reduction of \$1,619 in the General Fund revised budget deficit from -\$1,011,324 to -\$1,009,705 (excluding transfers to reserve accounts). Adjustments requested for non-General Fund budgets in total represent an net increase in resources of \$1,498,063.

---

**CONTACT NAME:** Megan Mahaffey

**PHONE/EMAIL:** 760-924-1836 / mmahaffey@mono.ca.gov

---

### SEND COPIES TO:

mmahaffey@mono.ca.gov

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

Click to download

[Staff Report](#)

[Third Quarter Budget Adjustments Narrative](#)

[Adjustments by Budget Unit](#)

**History**

<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/12/2022 7:13 AM	County Counsel	Yes
5/12/2022 3:01 PM	Finance	Yes
5/13/2022 4:39 PM	County Administrative Office	Yes



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

**BOARD OF SUPERVISORS**

**CHAIR**

Bob Gardner / District 3

**VICE CHAIR**

Rhonda Duggan / District 2

Stacy Corless / District 5

Jennifer Kreitz / District 1

John Peters / District 4

**COUNTY DEPARTMENTS**

**ASSESSOR**

Hon. Barry Beck

**DISTRICT ATTORNEY**

Hon. Tim Kendall

**SHERIFF / CORONER**

Hon. Ingrid Braun

**ANIMAL SERVICES**

Malinda Huggins

**BEHAVIORAL HEALTH**

Robin Roberts

**COMMUNITY DEVELOPMENT**

Wendy Sugimura

**COUNTY CLERK-RECORDER**

Scheereen Dedman

**COUNTY COUNSEL**

Stacey Simon, Esq.

**ECONOMIC DEVELOPMENT**

Alicia Vennos

**EMERGENCY MEDICAL SERVICES**

Chief Chris Mokracek

**FINANCE**

Janet Dutcher  
CPA, GCFM, MPA

**INFORMATION TECHNOLOGY**

Nate Greenberg

**PROBATION**

Karin Humiston

**PUBLIC HEALTH**

Bryan Wheeler

**PUBLIC WORKS**

Tony Dublino

**SOCIAL SERVICES**

Kathy Peterson

**To:** Board of Supervisors  
**From:** Robert C. Lawton, County Administrative Officer  
**Date:** May 10, 2022  
**Re:** Third Quarter Budget Review & Budget Updates

**RECOMMENDATION**

Approve and authorize proposed FY2021-22 Third-Quarter budget adjustments, as presented or amended (4/5<sup>th</sup> vote required).

**BUDGET ADJUSTMENTS**

Departments requested various adjustments to revenues and appropriations, set forth in the attached Budget Adjustment Requests. The net result is a projected General Fund surplus on June 30, 2022 of \$1,618.96. This conservative projection will be revised for year end to ensure the Board approves the final amended budget and will be used as the basis for development of the FY2022-23 Proposed Budget.

## **FY2021-22 Third Quarter Narrative**

### **COUNTY ADMINISTRATIVE OFFICE 100-11-020 (Administration)**

#### **BUDGET UNIT UPDATE**

The department is requesting several changes to the departmental budget for third quarter, which are detailed in the attached excel spreadsheet. Due to staffing challenges and vacancies, overtime has been accrued over the past few months which was not originally budgeted. There are three adjustments due to office needs associated with bringing on new employees – telephone/communications, office expense, and technology/software budget lines. Entering the current year the department was aware of the need to utilize outside consultants in the areas of communications, strategic planning, employee evaluations, JEDI, and for interim staffing help. As we near the end of the year, there is a need for additional \$30,000 for these services. These increased expenditures are offset by \$15,000 in unrealized expenditures in the recruitment expense line. The final adjustment requested is an increase to the internal service fund transfer for an additional month of rent charged to the department for use of the Civic Center.

### **FINANCE OFFICE 100-12-070 (Finance)**

#### **BUDGET UNIT UPDATE**

Several revenue lines are being adjusted to better reflect actual amounts, with the result being an increase to projected revenues by approximately \$68,000. On the expenditure side, services and supply expenditures are requested to be increased by \$22,500 in the following three lines:

- Office supplies \$15,000 – unanticipated postage costs driven by vendor payments.
- Software \$5,000 – \$2,500 unanticipated cost to Megabyte to correct special assessments, \$2,000 unanticipated costs to Harris ERP, \$500 unanticipated costs for Adobe software.
- Consulting – \$2,500 use of GovInvest for pension presentation to the Board.

### **CLERK RECORDER 100-12-010 (Board of Supervisors)**

#### **BUDGET UNIT UPDATE**

Expenditures are projected to be \$3,170 more than previously budgeted due to increases in salary, benefits, and travel. These increases are offset due to anticipated savings from health benefits, auto allowances, and professional services for translation.

### **100-15-181 (Elections)**

#### **BUDGET UNIT UPDATE**

In the elections division, grant reimbursements and higher unanticipated election fee collections will offset increased expenditure requests for employee benefits, resulting in an anticipated increase to the budget of \$5,000.

### **100-27-180 (Clerk Recorder)**

#### **BUDGET UNIT UPDATE**

Projected revenues and expenditures are projected to be in line with mid-year amended budget amounts. There are two funds receive revenues via recording fees. This revenue is restricted to being used solely for modernization and social security truncation purposes, which our office has the need for this year, including upgrading the recording software and the annual fee for social security number redaction. Because of adjustments approved at mid-year, this budget merely needed to adjust monies amongst the various lines, and allow for income from the two funds.

**ANIMAL SERVICES**  
**100-27-205 (Animal Services)**

**BUDGET UNIT UPDATE**

Departmental expenditures in the Professionalized Services line item are higher due to the unexpected seizure and boarding of a horse needing medical care, and transport to a rescue farm. Likewise, expenditures in the Special Department line item are higher than usual due to an unexpectedly higher cost for pre-exposure rabies vaccinations for two officers. Both of these increases are offset by lower than expected expenditures in the employee benefits line.

**COMMUNITY DEVELOPMENT**  
**100-27-250 (Planning)**

**BUDGET UNIT UPDATE**

Where expenditures exceeded 72% of the revised budget, amendments were proposed to reduce expenses below 72%. These modifications result in net zero change in this budget. Planning Permit revenues are severely underbudget, but this line item funds Consultant Cost expenditures, which are also much less than projected. Consultant costs are paid upfront during the development application process and then reimbursed by the applicant; as a result, Planning Permit revenues always lag Consultant Cost expenditures, which is the case in this budget as well. These numbers reflect the potential to process all known and anticipated projects simultaneously (even though that rarely happens), and therefore should not be modified despite being significantly less than budget.

Transportation Planning Service revenues are not meeting projections. Based on accruals to date (which are not all reflected in the 3rd quarter budget numbers), only about \$40,000 in revenue is expected. This revenue is proposed to be reduced by reducing expenditures in Planning Employee Benefits, Planning Office Expense, Planning Civic Center Utilities, Code Enforcement Employee Benefits, and Code Enforcement Employee Benefits – Health (Medical-Dental-Vision), and increasing projected revenues by 10% in Building Inspector Building Permits and Building Inspector Building Department Fees. Both building division fees are currently exceeding projected revenue by 2% and 21% respectively, as of 3rd quarter. These changes result in a net zero change across all CDD budget units, although may create increases or reductions within specific division budgets.

If the Board of Supervisors decides to waive fees for staff time for the Morton Use Permit (on the May 10, 2022, agenda), Planning Permit revenues should be reduced by \$3,911 and Code Enforcement Motor Pool expense should be reduced by the same amount, resulting in net zero changes across the two budget units. These changes have not yet been entered pending the Board's decision.

**100-27-252 (Code Enforcement)**

**BUDGET UNIT UPDATE**

Where expenditures exceeded 72% of the revised budget, amendments were proposed to reduce expenses below 72%. These modifications result in net zero change in this budget. Budgets for several expenditures were reduced to offset the reduction to Transportation Planning Services revenue. If the Board approves the waiver of staff fees for the Morton Use Permit project, the Code Enforcement Motor Pool expense budget would be reduced to offset the reduced revenue.



**100-27-253 (Planning Commission)**

**BUDGET UNIT UPDATE**

Where expenditures exceeded 72% of the revised budget, amendments were proposed to reduce expenses below 72%. These modifications result in net zero change in this budget. The budget for Travel & Training expenses was increased by \$155 to cover a travel claim. Salary and Wages was reduced by \$155 to maintain a net zero change.

**100-27-255 (Building Inspector)**

**BUDGET UNIT UPDATE**

Where expenditures exceeded 72% of the revised budget, amendments were proposed to reduce expenses below 72%. These modifications result in net zero change in this budget.

Building Permits and Building Department Fees revenue are exceeding budgeted by 2% and 21%, respectively, as of this 3rd quarter review, and therefore have been increased by a very conservative 10%. Even with this adjustment, Building Department Fees revenue is exceeding budgeted projections. These revenue increases offset the reduction to Transportation Planning Services revenues.

**187-27-250 (Planning & Transportation)**

**BUDGET UNIT UPDATE**

This budget is for grant-funded projects. Consultant project costs are accrued to this budget and staff time funded by grants are transferred into the appropriate departmental budgets. Revenue is from grant reimbursements. Funding from two housing grants in the amount of \$120,000 was removed from this budget so that it can be reprogrammed into the Housing Opportunities Manager's budget when he is ready to implement those projects.

**EMERGENCY MEDICAL SERVICES**

**100-42-855 (Paramedics)**

**BUDGET UNIT UPDATE**

Projected revenue is expected to be at or above budgeted estimates, except for Ambulance Fees (855-16350), which may come in lower than expected. Expenditures are projected to be normal for the balance of the fiscal year, with two minor adjustments to move monies from Telephone/ Communications to Utilities, and to move savings from Office Expenditures and Education & Training to cover increases in the Contract Services line.

**SOCIAL SERVICES**

**111-56-869 (Workforce Investment Act)**

**BUDGET UNIT UPDATE**

Expenditures are projected to be normal for the balance of the fiscal year, with one minor adjustment to move \$1,500 from Office Expenditures to cover increases in the Rents & Leases line.

**BEHAVIORAL HEALTH**  
**120-41-840 (Behavioral Health)**

**BUDGET UNIT UPDATE**

Three minor adjustments are necessary in the Behavioral Health departmental budget. Technology Expense / Software – Increase of \$1,260 due to some unbudgeted charges for our electronic health record. This amount is paid with the Mental Health Telehealth grant funds, which were included with projected revenues from mid-year. Special Department Expense – Increase of \$5,988 due to an emergency hospital placement. This amount is paid for with realignment funds which were included with the budget. Civic Center Utilities – Increase of \$2,250. This amount was not included in the posted mid-year budget adjustments.

**120-41-845 (Alcohol and Drug Program)**

**BUDGET UNIT UPDATE**

The expenditure adjustments include departmental error correction entries from mid-year that did not properly adjust for Civic Center Utilities and Rent Expenses. Rent Expense – Increase of \$11,761 for Sierra Wellness Center rent that was removed with the Civic Center Rent adjustment at mid-year. Civic Center Utilities – Increase of \$3,750.

**121-41-841 (Mental Health Services Act)**

**BUDGET UNIT UPDATE**

Projected revenues are being decreased slightly due to a \$1,123 decrease in MHBG revenue. Expenditures are projected to fall below the budgeted amount due to the Supportive housing project payment of \$1,500,000.00 delayed until FY2022-23. The adjustments also include some error correction entries from mid-year that did not properly adjust for Civic Center Utilities, Rent Expenses, and Operating Transfers. Civic Center Utilities – Decrease of \$44,785 to reflect actuals of \$9,000. Rent Expense – entered \$23,878 for Sierra Wellness Center rent that was removed with the Civic Center Rent adjustment at mid-year. Operating Transfers – Adjusted Civic Center Rent to \$130,746 to reflect allocation between budgets, and added \$50,000 for the Senior Center, DSS MOU charge that was removed with the Civic Center Rent adjustment at mid-year.

**PUBLIC HEALTH**  
**130-41-860 (Public Health)**

**BUDGET UNIT UPDATE**

Projected revenues are expected to increase resulting in an increase of \$424. Coupled with the small increase in revenues, the following changes in expenditures result in an increase in the use of fund balance of \$34,544.

- Overtime – Increase \$4,772, from \$20,000 to \$24,772 to account for overtime due to staff shortages and COVID activities.
- Membership Fees – Increase \$1,382, from \$10,000 to \$11,382 to account for additional new fees and change of membership fees.
- Rents & Leases – Increase \$186,813, from -\$180,813 to \$6,000
- Civic Center Utilities – Decrease \$16,479, from \$24,479 to \$8,000
- Operating Transfers Out – Decrease \$141,520, from \$1,536,286 to \$1,394,766 An additional \$20,863 is needed for Fund 137 revenue shortfall and \$6,451 for Fund 133 deficit fund balance.

**131-41-847 (Public Health Education)**

**BUDGET UNIT UPDATE**

The overall budget is projected to be net zero at June 30, 2022, including an increase in operating transfers in of around \$15,000 to offset increased expenditures in the following:

- Overtime – Decrease \$500, from \$500 to \$0. Overtime being banked as Compensatory Time instead of being paid out.
- Rents & Leases - Increase \$15,048, from -\$15,048 to \$0
- Special Department Expense – Increase \$15,360, from \$100,000 to \$115,360 due to additional paid media campaigns to meet grant objectives.
- Civic Center Utilities – Decrease \$779, from \$1,379 to \$600 Additional increase needed due to recent charges.
- Operating Transfers Out – Decrease \$14,169, from \$29,217 to \$15,048

**133-41-860 (Bio-Terrorism)**

**BUDGET UNIT UPDATE**

The overall budget is projected to have a deficit for the year of \$118,695, 2022 to be covered by realignment funds. This adjustment request includes an increase in operating transfers in of \$6,451 to offset increased expenditures in the following:

- Overtime – Decrease to \$4,772, from \$5,000 to \$228. Overtime being banked as Compensatory Time instead of being paid out. Rents & Leases - Increase \$16,775, from -\$14,465 to \$2,310 An additional \$30 is needed due to a lease increase effective May 1st. Vehicle Fuel Costs – Decrease \$250, from \$500 to \$250 due to non-use of county vehicles. Motor Pool Expense – Decrease \$750, from \$1,000 to \$250 due to non-use of county vehicles. Civic Center Utilities – Decrease \$779, from \$1,479 to \$700 Additional increase needed due to recent charges. Capital Equipment – Increase \$11,993, from \$9,951 to \$21,944 due to change in equipment purchase. Operating Transfers Out – Decrease \$15,766, from \$31,527 to \$15,761.

**135-41-847 (Prop 99 Public Health Education)**

**BUDGET UNIT UPDATE**

Revenues are expected to increase over the adjusted budget amount by \$37,500.

**136-41-847 (Prop 56 Public Health Education)**

**BUDGET UNIT UPDATE**

Revenues are expected to increase over the adjusted budget amount by \$37,500, partially offsetting increased expenditures of \$60,041 in this fund.

**PUBLIC WORKS**

**193-18-725 (CIP Civic Center)**

**BUDGET UNIT UPDATE**

Building expenditures are expected to decrease by \$130,000 allowing for a transfer out of an equal amount.

**COUNTY COUNSEL (Risk Management)**

**652-10-300 (Insurance)**

**BUDGET UNIT UPDATE**

This adjustment is necessary to recognize revenues transferred into the Insurance Fund from department expenditures for employee dental premiums, and removing the charge of the same amount to the General Fund.

**INFORMATION TECHNOLOGY**

**653-17-150 (Tech Refresh)**

**BUDGET UNIT UPDATE**

This adjustment is necessary to recognize revenues transferred into the Technology Fund from expenditures charged to departments for technology services and allowing the expenditure for equipment to be charged directly to this fund.

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
<b>County Administration</b>								
Administration	100-11-020-21120	Expenses	Overtime	\$ (5,891.10)	\$ (5,116.54)	\$ -	\$ 8,000.00	\$ 8,000.00
Administration	100-11-020-30280	Expenses	Telephone / Communications	\$ (2,350.16)	\$ (5,034.39)	\$ 5,539.00	\$ 1,500.00	\$ 7,039.00
Administration	100-11-020-32000	Expenses	Office Expense	\$ (12,195.31)	\$ (6,836.72)	\$ 5,000.00	\$ 10,000.00	\$ 15,000.00
Administration	100-11-020-32020	Expenses	Technology - Software	\$ (12,645.94)	\$ (16,383.21)	\$ 10,000.00	\$ 2,000.00	\$ 12,000.00
Administration	100-11-020-32450	Expenses	Contract Services	\$ (7,153.78)	\$ (155,966.48)	\$ 224,812.00	\$ 30,000.00	\$ 254,812.00
Administration	100-11-020-33140	Expenses	Recruiting Expenses	\$ (10,280.64)	\$ (65,180.03)	\$ 100,000.00	\$ (15,100.00)	\$ 84,900.00
Administration	100-11-020-60100	Expenses	Operating Transfers Out	\$ (88,037.04)	\$ (72,880.80)	\$ 87,467.00	\$ 7,278.04	\$ 94,745.04
<b>County Administration Third Quarter General Fund Adjustment</b>							<b>\$ (43,678.04)</b>	
<b>Finance</b>								
DEPARTMENT OF FINANCE	100-12-070-12020	Revenues	Business License Fees	\$ 20,530.92	\$ 8,656.44	\$ 17,000.00	\$ 385.00	\$ 17,385.00
DEPARTMENT OF FINANCE	100-12-070-15900	Revenues	Oth: Other Govt Agencies	\$ -	\$ -	\$ 4,992.00	\$ (4,992.00)	\$ -
DEPARTMENT OF FINANCE	100-12-070-16010	Revenues	Prop Tax Admin & Collection Fe	\$ 122,643.00	\$ 123,796.00	\$ 113,300.00	\$ 10,496.00	\$ 123,796.00
DEPARTMENT OF FINANCE	100-12-070-16040	Revenues	Research & Cost Recovery Fees	\$ 12,740.00	\$ 2,550.00	\$ 10,500.00	\$ (2,350.00)	\$ 8,150.00
DEPARTMENT OF FINANCE	100-12-070-16460	Revenues	Finance Administration Fees	\$ -	\$ 37.00	\$ -	\$ 765.00	\$ 765.00
DEPARTMENT OF FINANCE	100-12-070-16470	Revenues	Accounting Service Fees	\$ 33,023.05	\$ 21,104.50	\$ 31,334.00	\$ (1,085.00)	\$ 30,249.00
DEPARTMENT OF FINANCE	100-12-070-16503	Revenues	Collection Revenue	\$ 9,422.42	\$ 6,422.04	\$ 8,600.00	\$ (1,307.00)	\$ 7,293.00
DEPARTMENT OF FINANCE	100-12-070-16550	Revenues	Parcel Split/Chg Of Ownership&	\$ 239,923.92	\$ 580.67	\$ -	\$ 581.00	\$ 581.00
DEPARTMENT OF FINANCE	100-12-070-16570	Revenues	5% Supplemental Collection Fee	\$ 77,907.93	\$ 63,953.83	\$ 59,000.00	\$ 65,454.00	\$ 124,454.00
DEPARTMENT OF FINANCE	100-12-070-17030	Revenues	Cal-Card Rebate	\$ 13,594.69	\$ 9,721.37	\$ 9,300.00	\$ 421.00	\$ 9,721.00
DEPARTMENT OF FINANCE	100-12-070-32000	Expenses	Office Expense	\$ (31,783.07)	\$ (17,844.00)	\$ (25,000.00)	\$ (15,000.00)	\$ (40,000.00)
DEPARTMENT OF FINANCE	100-12-070-32020	Expenses	Technology Expense-Software Licenses	\$ (204,776.29)	\$ (198,343.51)	\$ (205,835.00)	\$ (5,000.00)	\$ (210,835.00)
DEPARTMENT OF FINANCE	100-12-070-32360	Expenses	Consulting Services	\$ (23,580.00)	\$ (12,790.00)	\$ (20,000.00)	\$ (2,500.00)	\$ (22,500.00)
<b>Finance Third Quarter General Fund Adjustment</b>							<b>\$ 45,868.00</b>	
<b>Clerk Recorder</b>								
BOARD OF SUPERVISORS	100-11-010-21100	Expenses	Salary And Wages	\$ (250,780.40)	\$ (218,255.90)	\$ (250,802.00)	\$ (20,409.00)	\$ (271,211.00)
BOARD OF SUPERVISORS	100-11-010-21130	Expenses	Auto Allowance	\$ (32,029.61)	\$ (22,444.17)	\$ (37,920.00)	\$ 10,129.00	\$ (27,791.00)
BOARD OF SUPERVISORS	100-11-010-22100	Expenses	Employee Benefits	\$ (37,666.32)	\$ (30,001.84)	\$ (35,092.00)	\$ (2,690.00)	\$ (37,782.00)
BOARD OF SUPERVISORS	100-11-010-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (67,447.21)	\$ (59,142.96)	\$ (84,864.00)	\$ 12,672.00	\$ (72,192.00)
BOARD OF SUPERVISORS	100-11-010-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (37,328.06)	\$ (46,556.07)	\$ (58,399.00)	\$ 1,000.00	\$ (57,399.00)
BOARD OF SUPERVISORS	100-11-010-30280	Expenses	Telephone/Communications	\$ (1,336.78)	\$ (1,352.96)	\$ (1,500.00)	\$ (160.00)	\$ (1,660.00)
BOARD OF SUPERVISORS	100-11-010-31700	Expenses	Membership Fees	\$ (13,199.00)	\$ (14,461.90)	\$ (14,500.00)	\$ (412.00)	\$ (14,912.00)
BOARD OF SUPERVISORS	100-11-010-32500	Expenses	Professional & Specialized Ser	\$ (3,011.00)	\$ (5,473.18)	\$ (5,817.00)	\$ 3,600.00	\$ (2,217.00)
BOARD OF SUPERVISORS	100-11-010-33350	Expenses	Travel & Training Expense	\$ (5,307.78)	\$ (27,994.04)	\$ (24,775.80)	\$ (6,900.00)	\$ (31,675.80)
ELECTION DIVISION	100-15-181-15822	Revenues	St: SOS Voting System Replac Reimb Grant	\$ 22,808.01	\$ 10,000.00	\$ 15,335.00	\$ 11,902.00	\$ 27,237.00
ELECTION DIVISION	100-15-181-16410	Revenues	Election Fees	\$ 21,667.83	\$ 200,722.74	\$ 189,307.00	\$ 11,416.00	\$ 200,723.00
ELECTION DIVISION	100-15-181-22100	Expenses	Employee Benefits	\$ (8,453.64)	\$ (12,484.75)	\$ (12,379.90)	\$ (3,537.00)	\$ (15,916.90)
ELECTION DIVISION	100-15-181-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (2,307.33)	\$ (15,868.45)	\$ (7,722.72)	\$ (13,621.00)	\$ (21,343.72)
ELECTION DIVISION	100-15-181-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (14,643.82)	\$ (14,901.45)	\$ (15,637.00)	\$ (1,214.00)	\$ (16,851.00)
COUNTY CLERK/RECORDER	100-27-180-16130	Revenues	County Clerk Service Fees	\$ 7,538.11	\$ 7,987.06	\$ 6,000.00	\$ 1,742.00	\$ 7,742.00
COUNTY CLERK/RECORDER	100-27-180-17010	Revenues	Miscellaneous Revenue	\$ 140.72	\$ 203.88	\$ -	\$ 187.00	\$ 187.00
COUNTY CLERK/RECORDER	100-27-180-21100	Expenses	Salary And Wages	\$ (309,976.63)	\$ (296,594.39)	\$ (406,210.00)	\$ 4,130.00	\$ (402,080.00)
COUNTY CLERK/RECORDER	100-27-180-22100	Expenses	Employee Benefits	\$ (43,504.76)	\$ (33,226.63)	\$ (39,740.00)	\$ (2,358.00)	\$ (42,098.00)
COUNTY CLERK/RECORDER	100-27-180-32000	Expenses	Office Expense	\$ (8,198.27)	\$ (6,619.03)	\$ (36,541.00)	\$ 25,040.00	\$ (11,501.00)
COUNTY CLERK/RECORDER	100-27-180-32010	Expenses	TECHNOLOGY EXPENSES	\$ (6,551.45)	\$ (10,530.75)	\$ (10,459.00)	\$ (72.00)	\$ (10,531.00)
COUNTY CLERK/RECORDER	100-27-180-32020	Expenses	Technology Expense-Software Licenses	\$ (12,027.77)	\$ (7,414.83)	\$ (13,665.00)	\$ (594.00)	\$ (14,259.00)
COUNTY CLERK/RECORDER	100-27-180-32860	Expenses	Rents & Leases - Other	\$ (4,905.64)	\$ (4,889.39)	\$ (4,500.00)	\$ (1,700.00)	\$ (6,200.00)
COUNTY CLERK/RECORDER	100-27-180-33120	Expenses	Special Department Expense	\$ (78.40)	\$ (82.36)	\$ (200.00)	\$ (27,600.00)	\$ (27,800.00)
COUNTY CLERK/RECORDER	100-27-180-33350	Expenses	Travel & Training Expense	\$ (183.39)	\$ (872.52)	\$ (2,725.00)	\$ (1,122.00)	\$ (3,847.00)
<b>Clerk Recorder Third Quarter General Fund Adjustment</b>							<b>\$ (571.00)</b>	

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
<b>Animal Services</b>								
ANIMAL SERVICES	100-27-205-21120	Expenses	Overtime	\$ (1,213.17)	\$ (7,128.32)	\$ (6,500.00)	\$ (800.00)	\$ (7,300.00)
ANIMAL SERVICES	100-27-205-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (56,776.03)	\$ (42,136.44)	\$ (80,400.00)	\$ 11,800.00	\$ (68,600.00)
ANIMAL SERVICES	100-27-205-30280	Expenses	Telephone/Communications	\$ (3,802.37)	\$ (3,554.55)	\$ (3,000.00)	\$ (600.00)	\$ (3,600.00)
ANIMAL SERVICES	100-27-205-32000	Expenses	Office Expense	\$ (3,668.05)	\$ (2,467.52)	\$ (3,279.77)	\$ 600.00	\$ (2,679.77)
ANIMAL SERVICES	100-27-205-32500	Expenses	Professional & Specialized Ser	\$ (7,447.35)	\$ (9,137.07)	\$ (6,000.00)	\$ (8,000.00)	\$ (14,000.00)
ANIMAL SERVICES	100-27-205-33120	Expenses	Special Department Expense	\$ (8,968.30)	\$ (10,269.92)	\$ (8,000.00)	\$ (3,000.00)	\$ (11,000.00)
<b>Animal Services Third Quarter General Fund Adjustment</b>							\$	-
<b>Community Development</b>								
PLANNING & TRANSPORTATION	100-27-250-16220	Revenues	Transportation Planning Servic	\$ 48,466.24	\$ 19,375.36	\$ 75,000.00	\$ (34,131.00)	\$ 40,869.00
PLANNING & TRANSPORTATION	100-27-250-22100	Expenses	Employee Benefits	\$ (82,588.01)	\$ (62,106.43)	\$ (91,556.00)	\$ 5,810.00	\$ (85,746.00)
PLANNING & TRANSPORTATION	100-27-250-30500	Expenses	Workers' Comp Ins Expense	\$ (9,984.00)	\$ (9,577.20)	\$ (9,577.00)	\$ (478.00)	\$ (10,055.00)
PLANNING & TRANSPORTATION	100-27-250-30510	Expenses	Liability Insurance Expense	\$ (4,980.00)	\$ (6,642.24)	\$ (6,642.00)	\$ (332.00)	\$ (6,974.00)
PLANNING & TRANSPORTATION	100-27-250-32000	Expenses	Office Expense	\$ (7,874.98)	\$ (6,030.61)	\$ (9,256.00)	\$ 2,000.00	\$ (7,256.00)
PLANNING & TRANSPORTATION	100-27-250-33602	Expenses	Civic Center Utilities	\$ (7,185.60)	\$ (2,746.38)	\$ (8,047.00)	\$ 2,000.00	\$ (6,047.00)
CODE ENFORCEMENT	100-27-252-16030	Revenues	Code Enforcement Fees	\$ 1,410.75	\$ 1,782.00	\$ 1,500.00	\$ 198.00	\$ 1,698.00
CODE ENFORCEMENT	100-27-252-16031	Revenues	Permit fee renewals - cannabis	\$ 4,453.66	\$ 792.00	\$ 990.00	\$ (198.00)	\$ 792.00
CODE ENFORCEMENT	100-27-252-22100	Expenses	Employee Benefits	\$ (20,390.77)	\$ (9,843.40)	\$ (20,107.00)	\$ 4,137.00	\$ (15,970.00)
CODE ENFORCEMENT	100-27-252-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (11,454.73)	\$ (8,639.91)	\$ (26,816.00)	\$ 7,541.00	\$ (19,275.00)
CODE ENFORCEMENT	100-27-252-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (43,434.97)	\$ (30,342.88)	\$ (35,209.00)	\$ (2,450.00)	\$ (37,659.00)
CODE ENFORCEMENT	100-27-252-30500	Expenses	Workers' Comp Ins Expense	\$ (2,496.00)	\$ (2,736.36)	\$ (2,736.00)	\$ (137.00)	\$ (2,873.00)
CODE ENFORCEMENT	100-27-252-30510	Expenses	Liability Insurance Expense	\$ (1,245.00)	\$ (1,219.84)	\$ (1,220.00)	\$ (91.00)	\$ (1,311.00)
PLANNING COMMISSION	100-27-253-22100	Expenses	Employee Benefits	\$ (353.88)	\$ (198.77)	\$ (417.00)	\$ 158.00	\$ (259.00)
PLANNING COMMISSION	100-27-253-30500	Expenses	Workers' Comp Ins Expense	\$ (6,240.00)	\$ (41.04)	\$ (41.00)	\$ (2.00)	\$ (43.00)
PLANNING COMMISSION	100-27-253-30510	Expenses	Liability Insurance Expense	\$ (3,113.00)	\$ (18.28)	\$ (18.00)	\$ (1.00)	\$ (19.00)
PLANNING COMMISSION	100-27-253-33350	Expenses	Travel & Training Expense	\$ (532.51)	\$ (1,154.52)	\$ (1,000.00)	\$ (155.00)	\$ (1,155.00)
BUILDING INSPECTOR	100-27-255-12050	Revenues	Building Permits	\$ 111,585.43	\$ 85,053.16	\$ 82,000.00	\$ 8,200.00	\$ 90,200.00
BUILDING INSPECTOR	100-27-255-16150	Revenues	Building Department Fees	\$ 111,213.68	\$ 97,818.48	\$ 79,310.00	\$ 7,931.00	\$ 87,241.00
BUILDING INSPECTOR	100-27-255-22100	Expenses	Employee Benefits	\$ (30,092.67)	\$ (21,187.51)	\$ (29,493.00)	\$ 347.00	\$ (29,146.00)
BUILDING INSPECTOR	100-27-255-22110	Expenses	Employee Benefits - Health (Med-Dent-Vis)	\$ (16,622.63)	\$ (12,178.51)	\$ (17,062.00)	\$ 2,703.00	\$ (14,359.00)
BUILDING INSPECTOR	100-27-255-22120	Expenses	Employee Benefits - PERS (ER Portion)	\$ (63,178.26)	\$ (51,499.60)	\$ (61,772.00)	\$ (2,703.00)	\$ (64,475.00)
BUILDING INSPECTOR	100-27-255-30500	Expenses	Workers' Comp Ins Expense	\$ (4,992.00)	\$ (4,364.48)	\$ (4,364.00)	\$ (219.00)	\$ (4,583.00)
BUILDING INSPECTOR	100-27-255-30510	Expenses	Liability Insurance Expense	\$ (3,158.00)	\$ (2,556.12)	\$ (2,556.00)	\$ (128.00)	\$ (2,684.00)
PLANNING & TRANSPORTATION	187-27-250-15900	Revenues	Oth: Other Govt Agencies	\$ 2,891.36	\$ -	\$ 378,414.00	\$ (120,000.00)	\$ 258,414.00
PLANNING & TRANSPORTATION	187-27-250-32450	Expenses	Contract Services	\$ -	\$ (73,917.10)	\$ (348,414.00)	\$ 120,000.00	\$ (228,414.00)
<b>Community Development Third Quarter General Fund Adjustment</b>							\$	-
<b>Emergency Medical Services</b>								
PARAMEDIC PROGRAM	100-42-855-30280	Expenses	Telephone/Communications	\$ (16,025.40)	\$ (9,314.65)	\$ (18,810.00)	\$ 5,000.00	\$ (13,810.00)
PARAMEDIC PROGRAM	100-42-855-32000	Expenses	Office Expense	\$ (9,912.14)	\$ (3,260.31)	\$ (10,000.00)	\$ 4,000.00	\$ (6,000.00)
PARAMEDIC PROGRAM	100-42-855-32450	Expenses	Contract Services	\$ (13,899.88)	\$ (14,473.22)	\$ (10,000.00)	\$ (8,000.00)	\$ (18,000.00)
PARAMEDIC PROGRAM	100-42-855-33100	Expenses	Education & Training	\$ (9,847.34)	\$ (6,137.05)	\$ (15,000.00)	\$ 4,000.00	\$ (11,000.00)
PARAMEDIC PROGRAM	100-42-855-33600	Expenses	Utilities	\$ (20,463.62)	\$ (21,019.21)	\$ (18,000.00)	\$ (5,000.00)	\$ (23,000.00)
<b>EMS Third Quarter General Fund Adjustment</b>							\$	-
<b>Social Services</b>								
WORKFORCE INVESTMENT ACT (WIA)	111-56-869-32000	Expenses	Office Expense	\$ (1,916.12)	\$ (327.93)	\$ (3,000.00)	\$ 1,500.00	\$ (1,500.00)
WORKFORCE INVESTMENT ACT (WIA)	111-56-869-32950	Expenses	Rents & Leases - Real Property	\$ (4,770.00)	\$ (4,971.10)	\$ (4,770.00)	\$ (1,500.00)	\$ (6,270.00)
<b>Social Services Third Quarter General Fund Adjustment</b>							\$	-
<b>TOTAL THIRD QUARTER GENERAL FUND ADJUSTMENT, ALL DEPARTMENTS</b>							\$	<b>1,618.96</b>

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
<b>Behavioral Health</b>								
BEHAVIORAL HEALTH	120-41-840-32020	Expenses	Technology Expense-Software Licenses	\$ (15,316.85)	\$ (73,857.10)	\$ (73,940.00)	\$ (1,260.00)	\$ (75,200.00)
BEHAVIORAL HEALTH	120-41-840-33120	Expenses	Special Department Expense	\$ (52,639.75)	\$ (6,429.24)	\$ (1,000.00)	\$ (5,988.00)	\$ (6,988.00)
BEHAVIORAL HEALTH	120-41-840-33602	Expenses	Civic Center Utilities	\$ (3,018.22)	\$ (692.13)	\$ -	\$ (2,250.00)	\$ (2,250.00)
<b>Third Quarter Adjustment to Budget Unit 120-41-840 Fund Balance</b>							<b>\$ (9,498.00)</b>	
ALCOHOL & DRUG ABUSE SERVICES	120-41-845-32950	Expenses	Rents & Leases - Real Property	\$ (43,621.17)	\$ (39,986.10)	\$ (31,860.00)	\$ (11,761.00)	\$ (43,621.00)
ALCOHOL & DRUG ABUSE SERVICES	120-41-845-33602	Expenses	Civic Center Utilities	\$ (3,018.23)	\$ (1,153.55)	\$ (47,002.00)	\$ (3,750.00)	\$ (50,752.00)
<b>Third Quarter Adjustment to Budget Unit 120-41-845 Fund Balance</b>							<b>\$ (15,511.00)</b>	
MENTAL HEALTH SERVICES ACT MHS	121-41-841-15220	Revenues	St: Mental Health	\$ -	\$ 14,183.00	\$ 16,922.00	\$ (1,123.00)	\$ 15,799.00
MENTAL HEALTH SERVICES ACT MHS	121-41-841-15498	Revenues	St: Misc State Revenue	\$ -	\$ -	\$ (70.00)	\$ 70.00	\$ -
MENTAL HEALTH SERVICES ACT MHS	121-41-841-32950	Expenses	Rents & Leases - Real Property	\$ (23,878.80)	\$ (21,888.90)	\$ -	\$ (23,878.00)	\$ (23,878.00)
MENTAL HEALTH SERVICES ACT MHS	121-41-841-33602	Expenses	Civic Center Utilities	\$ (6,036.46)	\$ (2,768.51)	\$ (53,785.00)	\$ 44,785.00	\$ (9,000.00)
MENTAL HEALTH SERVICES ACT MHS	121-41-841-53022	Expenses	Fixed Assets: Buildings	\$ (222,876.57)	\$ -	\$ (1,500,000.00)	\$ 1,500,000.00	\$ -
MENTAL HEALTH SERVICES ACT MHS	121-41-841-60100	Expenses	Operating Transfers Out	\$ (109,698.48)	\$ (108,975.40)	\$ (158,955.00)	\$ (21,791.00)	\$ (180,746.00)
<b>Third Quarter Adjustment to Budget Unit 121-41-841 Fund Balance</b>							<b>\$ 1,498,063.00</b>	
<b>Public Health</b>								
PUBLIC HEALTH	130-41-860-13020	Revenues	Car Seat Safety -Vc27360	\$ 212.28	\$ 394.62	\$ 250.00	\$ 150.00	\$ 400.00
PUBLIC HEALTH	130-41-860-13080	Revenues	Aids Edu -H&S 11377C	\$ 336.82	\$ 300.18	\$ 250.00	\$ 50.00	\$ 300.00
PUBLIC HEALTH	130-41-860-15190	Revenues	St: Hiv Surveillance	\$ 2,374.21	\$ 1,223.79	\$ 1,000.00	\$ 224.00	\$ 1,224.00
PUBLIC HEALTH	130-41-860-21120	Expenses	Overtime	\$ (31,963.49)	\$ (22,708.84)	\$ (20,000.00)	\$ (4,772.00)	\$ (24,772.00)
PUBLIC HEALTH	130-41-860-31700	Expenses	Membership Fees	\$ (6,960.42)	\$ (10,881.74)	\$ (10,000.00)	\$ (1,382.00)	\$ (11,382.00)
PUBLIC HEALTH	130-41-860-32950	Expenses	Rents & Leases - Real Property	\$ (10,176.03)	\$ (5,000.00)	\$ 180,813.00	\$ (186,813.00)	\$ (6,000.00)
PUBLIC HEALTH	130-41-860-33602	Expenses	Civic Center Utilities	\$ (9,471.36)	\$ (3,573.79)	\$ (24,479.00)	\$ 16,479.00	\$ (8,000.00)
PUBLIC HEALTH	130-41-860-60100	Expenses	Operating Transfers Out	\$ (752,785.83)	\$ (140,673.90)	\$ (1,536,286.00)	\$ 141,520.00	\$ (1,394,766.00)
<b>Third Quarter Adjustment to Budget Unit 130-41-860 Fund Balance</b>							<b>\$ (34,544.00)</b>	
HEALTH EDUCATION	131-41-847-18100	Revenues	Operating Transfers In	\$ 310,012.39	\$ -	\$ 330,886.00	\$ 14,959.00	\$ 345,845.00
HEALTH EDUCATION	131-41-847-21120	Expenses	Overtime	\$ (950.66)	\$ -	\$ (500.00)	\$ 500.00	\$ -
HEALTH EDUCATION	131-41-847-32950	Expenses	Rents & Leases - Real Property	\$ (928.47)	\$ -	\$ 15,048.00	\$ (15,048.00)	\$ -
HEALTH EDUCATION	131-41-847-33120	Expenses	Special Department Expense	\$ (63,188.99)	\$ (113,994.22)	\$ (100,000.00)	\$ (15,360.00)	\$ (115,360.00)
HEALTH EDUCATION	131-41-847-33602	Expenses	Civic Center Utilities	\$ (785.97)	\$ (300.08)	\$ (1,379.00)	\$ 779.00	\$ (600.00)
HEALTH EDUCATION	131-41-847-60100	Expenses	Operating Transfers Out	\$ (14,051.04)	\$ (11,812.00)	\$ (29,217.00)	\$ 14,170.00	\$ (15,047.00)
<b>Third Quarter Adjustment to Budget Unit 131-41-847 Fund Balance</b>							<b>\$ -</b>	
PUBLIC HEALTH	133-41-860-18100	Revenues	Operating Transfers In	\$ 41,538.00	\$ -	\$ 121,911.00	\$ 6,451.00	\$ 128,362.00
PUBLIC HEALTH	133-41-860-21120	Expenses	Overtime	\$ (17,801.56)	\$ (228.28)	\$ (5,000.00)	\$ 4,772.00	\$ (228.00)
PUBLIC HEALTH	133-41-860-32950	Expenses	Rents & Leases - Real Property	\$ (1,661.46)	\$ (2,105.00)	\$ 14,465.00	\$ (16,775.00)	\$ (2,310.00)
PUBLIC HEALTH	133-41-860-33351	Expenses	Vehicle Fuel Costs	\$ -	\$ -	\$ (500.00)	\$ 250.00	\$ (250.00)
PUBLIC HEALTH	133-41-860-33360	Expenses	Motor Pool Expense	\$ -	\$ -	\$ (1,000.00)	\$ 750.00	\$ (250.00)
PUBLIC HEALTH	133-41-860-33602	Expenses	Civic Center Utilities	\$ (874.51)	\$ (333.67)	\$ (1,479.00)	\$ 779.00	\$ (700.00)
PUBLIC HEALTH	133-41-860-53030	Expenses	Capital Equipment, \$5,000+	\$ (30,024.42)	\$ -	\$ (9,951.00)	\$ (11,993.00)	\$ (21,944.00)
PUBLIC HEALTH	133-41-860-60100	Expenses	Operating Transfers Out	\$ (15,633.96)	\$ (13,133.80)	\$ (31,527.00)	\$ 15,766.00	\$ (15,761.00)
<b>Third Quarter Adjustment to Budget Unit 133-41-860 Fund Balance</b>							<b>\$ -</b>	
HEALTH EDUCATION	135-41-847-15250	Revenues	St: Health Ed-Tobacco	\$ 112,500.00	\$ 262,500.00	\$ 150,000.00	\$ 37,500.00	\$ 187,500.00
<b>Third Quarter Adjustment to Budget Unit 135-41-847 Fund Balance</b>							<b>\$ 37,500.00</b>	
HEALTH EDUCATION	136-41-847-15250	Revenues	St: Health Ed-Tobacco	\$ 106,812.00	\$ 209,674.73	\$ 150,000.00	\$ 37,500.00	\$ 187,500.00
HEALTH EDUCATION	136-41-847-60100	Expenses	Operating Transfers Out	\$ (243,295.99)	\$ -	\$ (150,000.00)	\$ (60,041.00)	\$ (210,041.00)
<b>Third Quarter Adjustment to Budget Unit 136-41-841 Fund Balance</b>							<b>\$ 14,959.00</b>	

**THIRD QUARTER BUDGET REVIEW  
FY2021-22**

Budget unit Name	Account String	Type	Account Name	FY2020-21 Actuals	FY2021-22 YTD	FY2021-22 Adopted Budget	Requested Adjustment	Requested Amended Budget
Environmental Health	137-41-862-12120	Revenues	Food Permits	\$ 70,870.55	\$ 64,086.00	\$ 70,000.00	\$ (8,000.00)	\$ 62,000.00
Environmental Health	137-41-862-12130	Revenues	Pool Permits	\$ 56,667.00	\$ 34,207.32	\$ 54,348.00	\$ (5,863.00)	\$ 48,485.00
Environmental Health	137-41-862-12140	Revenues	Underground Tank Permits	\$ 57,884.50	\$ 65,583.00	\$ 65,000.00	\$ (1,000.00)	\$ 64,000.00
Environmental Health	137-41-862-12150	Revenues	Small Water System Permits	\$ 42,864.20	\$ 36,693.00	\$ 43,000.00	\$ (6,000.00)	\$ 37,000.00
Environmental Health	137-41-862-18100	Revenues	Operating Transfers In	\$ 541,923.87	\$ -	\$ 787,153.00	\$ 20,863.00	\$ 808,016.00
Environmental Health	137-41-862-31200	Expenses	Equip Maintenance & Repair	\$ -	\$ (147.49)	\$ -	\$ (148.00)	\$ (148.00)
Environmental Health	137-41-862-32010	Expenses	TECHNOLOGY EXPENSES	\$ (5,002.05)	\$ (7,254.59)	\$ (9,810.00)	\$ 1,177.00	\$ (8,633.00)
Environmental Health	137-41-862-32950	Expenses	Rents & Leases - Real Property	\$ (2,002.35)	\$ (1,666.70)	\$ 56,322.00	\$ (58,322.00)	\$ (2,000.00)
Environmental Health	137-41-862-33120	Expenses	Special Department Expense	\$ (304.89)	\$ (740.42)	\$ (312.00)	\$ (429.00)	\$ (741.00)
Environmental Health	137-41-862-33350	Expenses	Travel & Training Expense	\$ (350.00)	\$ (651.20)	\$ (1,850.00)	\$ 400.00	\$ (1,450.00)
Environmental Health	137-41-862-33351	Expenses	Vehicle Fuel Costs	\$ (3,654.40)	\$ (2,011.33)	\$ (2,400.00)	\$ (400.00)	\$ (2,800.00)
Environmental Health	137-41-862-33602	Expenses	Civic Center Utilities	\$ (3,044.52)	\$ (1,122.51)	\$ (6,892.00)	\$ 4,692.00	\$ (2,200.00)
Environmental Health	137-41-862-60100	Expenses	Operating Transfers Out	\$ (54,428.04)	\$ (44,184.80)	\$ (106,052.00)	\$ 53,030.00	\$ (53,022.00)
<b>Third Quarter Adjustment to Budget Unit 137-41-862 Fund Balance</b>							\$ -	
<b>Public Works</b>								
CIP CIVIC CENTER	193-18-725-53022	Expenses	Fixed Assets: Buildings	\$ (114,352.27)	\$ (163,608.57)	\$ (388,328.00)	\$ 130,000.00	\$ (258,328.00)
CIP CIVIC CENTER	193-18-725-60100	Expenses	Operating Transfers Out	\$ (213,360.04)	\$ -	\$ -	\$ (130,000.00)	\$ (130,000.00)
<b>Third Quarter Adjustment to Budget Unit 193-18-725 Fund Balance</b>							\$ -	
<b>County Counsel</b>								
INSURANCE	652-10-300-17125	Revenues	Dental Premium Revenue	\$ -	\$ -	\$ -	\$ 70,000.00	\$ 70,000.00
INSURANCE	652-10-300-90000	Expenses	Prior Year GF Allocation	\$ -	\$ -	\$ -	\$ (70,000.00)	\$ (70,000.00)
<b>Third Quarter Adjustment to Budget Unit 652-10-300 Fund Balance</b>							\$ -	
<b>Information Technology</b>								
TECHNOLOGY REFRESH	653-17-150-16950	Revenues	Inter-Fund Revenue	\$ 376,604.05	\$ 503,290.01	\$ 503,290.00	\$ 130,000.00	\$ 633,290.00
TECHNOLOGY REFRESH	653-17-150-53030	Expenses	Capital Equipment, \$5,000+	\$ (40,553.74)	\$ (65,971.88)	\$ (53,000.00)	\$ (130,000.00)	\$ (183,000.00)
<b>Third Quarter Adjustment to Budget Unit 653-17-150 Fund Balance</b>							\$ -	



OFFICE OF THE CLERK  
OF THE BOARD OF SUPERVISORS

## REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**Departments: CAO**

**TIME REQUIRED** 5 minutes

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

John Craig, Assistant CAO

**SUBJECT** Adopting a Revised Salary Matrix  
Applicable to At-Will Employees and  
Elected Department Heads to add  
Three Positions within Human  
Resources and Superseding and  
Replacing R21-45

### 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 Adopting a Revised Salary Matrix Applicable to At-Will Employee and Elected Department Heads to add Three Positions Within Human Resources, Reclassify One Position, and Superseding and Replacing R21-45

### RECOMMENDED ACTION:

Adopt proposed resolution. Provide any desired direction to staff.

### FISCAL IMPACT:

None.

**CONTACT NAME:** John Craig, Assistant CAO

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

### SEND COPIES TO:

### MINUTE ORDER REQUESTED:

YES  NO

### ATTACHMENTS:

Click to download

[Resolution](#)

[Exhibit A - Salary Matrix](#)

History



<b>Time</b>	<b>Who</b>	<b>Approval</b>
5/13/2022 4:41 PM	County Counsel	Yes
5/13/2022 4:41 PM	Finance	Yes
5/13/2022 4:41 PM	County Administrative Office	Yes



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS ADOPTING  
A REVISED SALARY MATRIX APPLICABLE TO AT-WILL EMPLOYEE AND  
ELECTED DEPARTMENT HEADS TO ADD THREE POSITIONS WITHIN HUMAN  
RESOURCES, RECLASSIFY ONE POSITION, AND SUPERSEDING AND  
REPLACING R21-45**

**WHEREAS**, on June 15, 2021, the Board of Supervisors adopted Resolution R21-45 implementing a salary matrix applicable to the County's at-will and elected management level positions based on a management compensation analysis prepared by Ralph Anderson & Associates (the "At-Will Salary Matrix"); and

**WHEREAS**, since adoption of R21-45, the County has met and conferred with the Mono County Public Employees (MCPE) bargaining unit regarding the creation of two at-will positions within the Human Resources division of the County Administrative Office; and

**WHEREAS**, the County wishes to reclassify the Eastern Sierra Sustainable Recreation Coordinator position; and

**WHEREAS**, the Board now wishes to update the At-Will Salary Matrix to include those two additional positions, the reclassification of the one, and to establish salaries therefor;

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

**SECTION ONE:** The salary matrix attached hereto as Exhibit A and incorporated by this reference is hereby adopted and shall be implemented as to all positions included therein, effective May 17, 2022.

**SECTION TWO:** This Resolution shall supersede and replace in its entirety Resolution R21-45, which shall be of no further force and effect.

**PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of May, 2022, by the following vote, to wit:

**AYES:**

**NOES:**

**ABSENT:**

**ABSTAIN:**

---

Bob Gardner, Chair  
Mono County Board of Supervisors

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32

ATTEST:

APPROVED AS TO FORM:

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

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

# EXHIBIT A

**Mono County  
Salary Matrix  
5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	1	Hourly	\$ 25.38	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85
		Bi-weekly	\$ 2,031	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468
		Monthly	\$ 4,399	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348
		Annual	\$ 52,794	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171
HR Specialist	2	Hourly	\$ 26.65	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39
		Bi-weekly	\$ 2,132	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592
		Monthly	\$ 4,619	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615
		Annual	\$ 55,433	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379
	3	Hourly	\$ 27.98	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01
		Bi-weekly	\$ 2,239	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721
		Monthly	\$ 4,850	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896
		Annual	\$ 58,205	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748
DA Operations and Program Supervisor	4	Hourly	\$ 29.38	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71
		Bi-weekly	\$ 2,351	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857
		Monthly	\$ 5,093	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190
		Annual	\$ 61,115	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286
HR Generalist Eastern Sierra Recreation Coordinator	5	Hourly	\$ 30.85	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50
		Bi-weekly	\$ 2,468	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000
		Monthly	\$ 5,348	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500
		Annual	\$ 64,171	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000
Director of Animal Services	6	Hourly	\$ 32.39	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38
		Bi-weekly	\$ 2,592	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150
		Monthly	\$ 5,615	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825
		Annual	\$ 67,379	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900
	7	Hourly	\$ 34.01	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34
		Bi-weekly	\$ 2,721	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308
		Monthly	\$ 5,896	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166
		Annual	\$ 70,748	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995
	8	Hourly	\$ 35.71	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41
		Bi-weekly	\$ 2,857	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473
		Monthly	\$ 6,190	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525
		Annual	\$ 74,286	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295
Assistant to the CAO Public Works Project Manager Solid Waste Superintendent Eastern Sierra Recreation Coordinator	9	Hourly	\$ 37.50	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58
		Bi-weekly	\$ 3,000	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647
		Monthly	\$ 6,500	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901
		Annual	\$ 78,000	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809
Assistant Clerk / Recorder	10	Hourly	\$ 39.38	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86
		Bi-weekly	\$ 3,150	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829
		Monthly	\$ 6,825	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296
		Annual	\$ 81,900	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550
Deputy County Counsel I District Attorney Investigator II Road Superintendent Parks and Facilities Superintendent	11	Hourly	\$ 41.34	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25
		Bi-weekly	\$ 3,308	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020
		Monthly	\$ 7,166	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711
		Annual	\$ 85,995	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527
Risk Manager Economic Development Manager	12	Hourly	\$ 43.41	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77
		Bi-weekly	\$ 3,473	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221
		Monthly	\$ 7,525	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146
		Annual	\$ 90,295	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754
Assistant Assessor Deputy County Counsel II	13	Hourly	\$ 45.58	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40
		Bi-weekly	\$ 3,647	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432

**Mono County**  
**Salary Matrix**  
**5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
Environmental Health Manager		Monthly	\$ 7,901	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603
		Annual	\$ 94,809	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242
County Clerk / Recorder	14	Hourly	\$ 47.86	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18
Assistant Director of Finance		Bi-weekly	\$ 3,829	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654
Housing Coordinator		Monthly	\$ 8,296	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084
		Annual	\$ 99,550	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004
Deputy County Counsel III	15	Hourly	\$ 50.25	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08
Deputy District Attorney III		Bi-weekly	\$ 4,020	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887
District Attorney Chief Investigator		Monthly	\$ 8,711	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588
County Engineer		Annual	\$ 104,527	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054
County Assessor	16	Hourly	\$ 52.77	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14
Director of Human Resources		Bi-weekly	\$ 4,221	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131
Director of Economic Development		Monthly	\$ 9,146	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117
		Annual	\$ 109,754	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406
Chief of Emergency Medical Services	17	Hourly	\$ 55.40	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34
		Bi-weekly	\$ 4,432	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388
		Monthly	\$ 9,603	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673
		Annual	\$ 115,242	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077
Assistant County Counsel	18	Hourly	\$ 58.18	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71
Assistant District Attorney		Bi-weekly	\$ 4,654	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657
Director of Behavioral Health		Monthly	\$ 10,084	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257
Director of Community Development		Annual	\$ 121,004	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081
Director of Public Health							
Director of Social Services							
Chief Probation Officer	19	Hourly	\$ 61.08	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25
Undersheriff		Bi-weekly	\$ 4,887	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940
		Monthly	\$ 10,588	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870
		Annual	\$ 127,054	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435
Director of Public Works / Road Operations	20	Hourly	\$ 64.14	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96
		Bi-weekly	\$ 5,131	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237
		Monthly	\$ 11,117	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513
		Annual	\$ 133,406	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156
Assistant County Administrative Officer	21	Hourly	\$ 67.34	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86
District Attorney		Bi-weekly	\$ 5,388	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549
Director of Finance		Monthly	\$ 11,673	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189
Director of Information Technology		Annual	\$ 140,077	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264
Sheriff-Coroner							
	22	Hourly	\$ 70.71	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95
		Bi-weekly	\$ 5,657	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876
		Monthly	\$ 12,257	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898
		Annual	\$ 147,081	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777
	23	Hourly	\$ 74.25	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25
		Bi-weekly	\$ 5,940	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220
		Monthly	\$ 12,870	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643
		Annual	\$ 154,435	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716
	24	Hourly	\$ 77.96	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76
		Bi-weekly	\$ 6,237	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581
		Monthly	\$ 13,513	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425
		Annual	\$ 162,156	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102
County Administrative Officer	25	Hourly	\$ 81.86	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50
County Counsel		Bi-weekly	\$ 6,549	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960
		Monthly	\$ 14,189	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246
		Annual	\$ 170,264	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957

**Mono County**  
**Salary Matrix**  
**5% between ranges; 5% between steps**

Class Title	Range #	Period	Step A	Step B	Step C	Step D	Step E
	26	Hourly	\$ 85.95	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47
		Bi-weekly	\$ 6,876	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358
		Monthly	\$ 14,898	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109
		Annual	\$ 178,777	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305
Public Health Officer	27	Hourly	\$ 90.25	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70
		Bi-weekly	\$ 7,220	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776
		Monthly	\$ 15,643	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014
		Annual	\$ 187,716	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170
	28	Hourly	\$ 94.76	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18
		Bi-weekly	\$ 7,581	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215
		Monthly	\$ 16,425	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965
		Annual	\$ 197,102	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579
	29	Hourly	\$ 99.50	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94
		Bi-weekly	\$ 7,960	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675
		Monthly	\$ 17,246	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963
		Annual	\$ 206,957	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558
	30	Hourly	\$ 104.47	\$ 109.70	\$ 115.18	\$ 120.94	\$ 126.99
		Bi-weekly	\$ 8,358	\$ 8,776	\$ 9,215	\$ 9,675	\$ 10,159
		Monthly	\$ 18,109	\$ 19,014	\$ 19,965	\$ 20,963	\$ 22,011
		Annual	\$ 217,305	\$ 228,170	\$ 239,579	\$ 251,558	\$ 264,136



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**TIME REQUIRED**

**SUBJECT** Closed Session - Labor Negotiations

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

**AGENDA DESCRIPTION:**

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

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

**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>
--

**History**

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**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:**

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

**History**

Time	Who	Approval
5/12/2022 7:10 AM	County Counsel	Yes
5/11/2022 4:32 PM	Finance	Yes
5/13/2022 4:41 PM	County Administrative Office	Yes





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

# REGULAR AGENDA REQUEST

Print

**MEETING DATE** May 17, 2022

**TIME REQUIRED**

**SUBJECT** Closed Session - Public Employee  
Evaluation

**PERSONS  
APPEARING  
BEFORE THE  
BOARD**

---

### AGENDA DESCRIPTION:

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

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

---

### RECOMMENDED ACTION:

---

### FISCAL IMPACT:

---

**CONTACT NAME:**

**PHONE/EMAIL:** /

---

### SEND COPIES TO:

---

### MINUTE ORDER REQUESTED:

YES  NO

---

### ATTACHMENTS:

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

---

History

Time

Who

Approval



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

**REGULAR AGENDA REQUEST**

Print

**MEETING DATE** May 17, 2022

**Departments: County Counsel, Community Development**

<b>TIME REQUIRED</b>	PUBLIC HEARING: 1:30P.M. (20 minutes)	<b>PERSONS APPEARING BEFORE THE BOARD</b>	Stacey Simon, County Counsel; Wendy Sugimura, Community Development Director
<b>SUBJECT</b>	Public Hearing - Resolutions Declaring Intention to Become Groundwater Sustainability Agency		

**AGENDA DESCRIPTION:**

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

Declaration of intent to serve as groundwater sustainability agency (GSA) for portions of the Owens Valley groundwater basin and for the Long Valley groundwater basin.

**RECOMMENDED ACTION:**

Conduct public hearing and adopt proposed resolutions (1) declaring the County's intention to become the groundwater sustainability agency for all portions of the Owens Valley groundwater basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District; and (2) declaring the County's intention to become the groundwater sustainability agency for the Long Valley groundwater basin of Mono County. Find that adoption of the resolutions is not a project under the California Environmental Quality Act (CEQA) because it would not result in any physical change to the environment; and alternatively, that it qualifies for an exemption from CEQA under 14 CCR 15307; 15308 (actions to protect the environment and natural resources); and 15320 (changes in organization of local agencies).

**FISCAL IMPACT:**

Cost of staff time to process necessary paperwork and submit notification to DWR.

**CONTACT NAME:** Stacey Simon

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

**SEND COPIES TO:**

**MINUTE ORDER REQUESTED:**

YES  NO

**ATTACHMENTS:**

Click to download
<a href="#">Staff report</a>
<a href="#">Resolution - Owens Valley</a>

[Exhibit - Owens Valley groundwater basin](#)

[Exhibit - Fish Slough groundwater subbasin](#)

[Owens Valley gw basin map](#)

[Resolution - Long Valley](#)

[Exhibit - Long Valley groundwater basin](#)

---

### History

Time	Who	Approval
5/6/2022 5:30 PM	County Counsel	Yes
5/12/2022 1:52 PM	Finance	Yes
5/13/2022 4:39 PM	County Administrative Office	Yes

**County Counsel**  
Stacey Simon

**Assistant County Counsel**  
Anne L. Frievault

**Deputy County Counsel**  
Emily R. Fox

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

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

**Telephone**  
760-924-1700

**Risk Manager**  
Jay Sloane

**Paralegal**  
Kevin Moss

To: Board of Supervisors

From: Stacey Simon, County Counsel  
Wendy Sugimura, Community Development Director  
Michael Draper, Planning Analyst

Date: May 17, 2022

Re: PUBLIC HEARING - Assumption of GSA Status for Long Valley and portion of  
Owens Valley Groundwater Basins in Mono County

**Recommended Action**

Conduct public hearing and adopt proposed resolutions (1) declaring the County's intention to become the groundwater sustainability agency for all portions of the Owens Valley groundwater basin within Mono County but outside the boundaries of the Tri-Valley Groundwater Management District; and (2) declaring the County's intention to become the groundwater sustainability agency for the Long Valley groundwater basin of Mono County.

Find that adoption of the resolutions is not a project under the California Environmental Quality Act (CEQA) because it would not result in any physical change to the environment; and alternatively, that it qualifies for an exemption from CEQA under 14 CCR 15307; 15308 (actions to protect the environment and natural resources); and 15320 (changes in organization of local agencies).

**Strategic Plan Focus Areas Met**

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

**Discussion**

On January 11, 2022, this Board decided to withdraw as a member of the Owens Valley Groundwater Authority (OVGA) joint powers agency. Under the terms of the JPA establishing the OVGA, withdrawal is effective June 30, 2022. During that discussion, the Board indicated that staff should return at a future meeting to address the establishment of a Groundwater Sustainability Agency (GSA) for those portions of the Owens Valley Groundwater Basin within Mono County but outside of the jurisdiction of the Tri-Valley Groundwater Management District

(TVGMD) as well as within the Long Valley Groundwater Basin in Mono County. This item implements that discussion.

## **Background**

Pursuant to the Sustainable Groundwater Management Act (SGMA), enacted by the California Legislature in 2014, the State's Department of Water Resources (DWR) identifies and ranks groundwater basins in California based on various sustainability criteria. Each basin is given a ranking of low priority, medium priority, high or very high priority. Additionally, basins may be designated as being in critical overdraft under SGMA.

Local agencies with jurisdiction over basins that are designated medium, high or very high priority, including those which are critically overdrafted, must establish a Groundwater Sustainability Agency (GSA) and develop and adopt a Groundwater Sustainability Plan (GSP) to manage groundwater resources within the basin. If no GSA is established and/or no GSP adopted by the deadlines set out in SGMA, then the State is authorized to intervene to manage groundwater in the basin. Basins designated low priority are not required to form GSAs or adopt GSPs and do not face intervention by the State for failing to do so.

There are 8 groundwater basins identified by the State which are located wholly or partially within Mono County. These are: Slinkard Valley (Basin #6-105); Little Antelope Valley (Basin #6-007); Sweetwater Flat (Basin #6-107) Bridgeport Valley (Basin #6-008); Mono Valley (Basin #6-009); Adobe Lake Valley (Basin #6-010); Long Valley (Basin #6-011); and Owens Valley (Basin #6-012 & Subbasin 6.012.01). All of these basins are currently ranked low priority. The next re-ranking by DWR is scheduled to occur in 2025.

Upon adoption of SGMA in 2014, the Owens Valley basin was ranked medium priority. As a result, in 2017, Mono County joined the Owens Valley Groundwater Authority (OVGA), a joint powers agency then-comprised of Inyo County, the Lone Pine Paiute Shoshone Tribe, the City of Bishop, the Tri-Valley Groundwater Management District, Wheeler Crest CSD, Indian Creek-Westridge CSD, Keeler CSD, Starlight CSD and Big Pine CSD. The OVGA applied for and was granted more than \$750,000 to develop a GSP for the Owens Valley basin.

Subsequently, DWR reranked the Owens Valley basin as low priority and several members resigned from the OVGA, including the Tri-Valley Groundwater Management District and the Wheeler Crest CSD. Others opted to remain to complete development of the GSP as a management tool for the basin and to be prepared in the event of a future basin re-ranking. That GSP was completed and submitted to DWR in January of this year. Also in January, the Mono County Board of Supervisors determined to withdraw from the OVGA as to all portions of the basin within Mono County, thereby leaving those areas (loosely, Tri-Valley, Fish Slough and Wheeler Crest) unrepresented by a GSA. Under the terms of the JPA, Mono's withdrawal will not be effective until June 30, 2022.

## **County Assumption of GSA Status**

The Tri-Valley Groundwater Management District has made clear its intention to assert GSA status over those portions of the Owens Valley basin within its jurisdiction. This leaves only the Wheeler Crest area and small portions surrounding Tri-Valley's jurisdiction (within the Owens Valley basin and on federal lands) without a GSA.

Establishment of a GSA for these areas by Mono County would ensure that the County has the authority needed to address groundwater sustainability issues, including monitoring, regulation, and management. In addition, if the Owens Valley basin is ever re-rated as medium or high priority, then Mono County would be poised to work with the Tri-Valley Groundwater Management District and the OVGGA to coordinate management actions for the entire Owens Valley basin, thereby avoiding the possibility of State intervention.

Separately, the Board of Supervisors has expressed concern regarding the potential for future groundwater pumping in the Long Valley area. Assertion of GSA status for that region would be a first step in assessing and, if needed, ultimately managing the groundwater resources of that region.

The proposed resolutions state the County's intention to serve as GSA for portions of the Owens Valley basin in Mono County which are outside of the TVGMD, and for the Long Valley basin. Notice of the public hearing on this proposed action was published in accordance with California Water Code section 10723, and Government Code section 6066.

If the Board adopts the proposed resolutions following the public hearing, then staff would have thirty days (i.e., until June 17, 2022) to provide notification to the Department of Water Resources (DWR) of the County's action and to submit required supporting documentation. Upon receipt of such materials, DWR would post the notification on its website for a period of ninety days. If no other qualified entity submits a notification within that period, then Mono becomes the GSA for the two groundwater basins. If another qualified entity does submit notification for one or both basins which overlaps with the areas described in the County's notice, then SGMA directs the agencies to attempt to reach agreement. Little direction is provided regarding process if the entities do not agree.

If you have any questions regarding this item prior to your meeting, please call Stacey Simon at 760-924-1704 or Wendy Sugimura at 760-924-1814.



R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DECIDING TO BECOME THE GROUNDWATER  
SUSTAINABILITY AGENCY FOR ALL PORTIONS OF THE  
OWENS VALLEY GROUNDWATER BASIN LOCATED  
WITHIN THE COUNTY'S JURISDICTION BUT OUTSIDE  
OF THE STATUTORY BOUNDARIES OF  
THE MONO COUNTY TRI-VALLEY GROUNDWATER MANAGEMENT DISTRICT**

**WHEREAS**, the County of Mono (the "County") is a local agency with water management and land use responsibilities within the meaning of California Water Code section 10721 (part of the Sustainable Groundwater Management Act of 2014 (SGMA)) and is eligible to serve as a Groundwater Sustainability Agency (GSA) under section 10723 of the Act; and

**WHEREAS**, the County overlies portions of the Owens Valley Groundwater Basin, delineated in the Department of Water Resources' (DWR) Bulletin 118 (2020) as Basin Number 6-012.01, and including subbasin 6.012.02, (the "Owens Valley Basin"). The Owens Valley Basin is currently ranked as low priority under SGMA; and

**WHEREAS**, the Board of Supervisors held a public hearing on May 17, 2022, and received public and staff input into its decision whether to become a GSA under SGMA for the portions of the Owens Valley Groundwater Basin within Mono County but outside the boundaries of the Mono County Tri-Valley Groundwater Management District (TVGMD); and

**WHEREAS**, notice of the hearing was published twice in two newspapers of general circulation within the County of Mono in accordance with Government Code section 6066 and Water Code section 10723(b); and

**WHEREAS**, having considered all public comment and input received, the Mono County Board of Supervisors wishes to declare its intent to serve as the GSA for those portions of the Owens Valley Groundwater Basin within the County which are not within the boundaries of the TVGMD.

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that, in accordance with California Water Code section 10723, Mono County hereby determines that it will serve as the GSA for those portions of the Owens Valley Groundwater Basin, Basin Number 6-012.01 and subbasin 6-102.02 that are within Mono County, but outside of the statutory boundaries of the Tri-Valley Groundwater Management District.

1 **BE IT FURTHER RESOLVED** that within thirty days of adoption of this resolution,  
2 staff is directed to file with the Department of Water Resources such documentation (including  
3 the information set forth in Water Code section 10723.8 and a copy of this resolution) as is  
4 necessary to inform the Department of the County's decision.

5 **BE IT FURTHER RESOLVED** that County staff shall create and maintain a list of  
6 persons interested in receiving notices regarding groundwater sustainability plan preparation,  
7 meeting announcements, notices of availability of draft plans, maps, and other relevant  
8 documents, as required by Water Code section 10723.4, together with a list of beneficial users of  
9 water within the basin (as defined in Water Code section 10723.2), for the provision of notice of  
10 future meetings or actions of the GSA.

11 **BE IT FURTHER RESOLVED** that the County remains committed to working with its  
12 partner local agencies including, but not limited to, the Tri-Valley Groundwater Management  
13 District, the Wheeler Crest Community Services District, the Owens Valley Groundwater  
14 Agency and others to achieve sustainable groundwater management in a manner that preserves  
15 local control and minimizes adverse impacts to current groundwater users.

16 **PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of May, 2022, by the following  
17 vote, to wit:

18 **AYES:**  
19 **NOES:**  
20 **ABSENT:**  
21 **ABSTAIN:**

22 \_\_\_\_\_  
23 Bob Gardner, Chair  
24 Mono County Board of Supervisors

25 ATTEST:

26 APPROVED AS TO FORM:

27 \_\_\_\_\_  
28 Clerk of the Board

29 \_\_\_\_\_  
30 County Counsel



# 6-012.01 OWENS VALLEY

## Basin Boundaries Description

2018 6.1.0.1

### Summary

The Owens Valley groundwater subbasin is a relatively narrow and long north-south trending basin that extends approximately 125 miles from Benton Valley in southeastern Mono County to Haiwee in southwestern Inyo County. The subbasin underlies Benton, Hammil, and Chalfant Valleys in Mono County and underlies Round Valley and Owens Valley in Inyo County. The basin materials predominately consist of Quaternary alluvium, non-marine sedimentary deposits, and lake deposits. The crystalline and consolidated rocks of the White Mountains form the northeastern subbasin boundary. These rocks include Mesozoic granitic rocks, Pre-Cretaceous metamorphic rocks, and Cambrian marine sedimentary rocks. The central portion of the eastern subbasin boundary is formed by crystalline and consolidated rocks of the Inyo Mountains, which include Plio-Pleistocene volcanic rocks, Mesozoic granitic rocks, Paleozoic to Cambrian marine sedimentary rocks, and Precambrian sedimentary and metamorphic rocks. The southeastern subbasin boundary is formed by crystalline rocks of the Coso Range. These rocks include Quaternary to Tertiary volcanic rocks, Mesozoic granitic rocks, and Pre-Cretaceous metamorphic rocks. The western basin boundary is formed by crystalline rocks of the Sierra Nevada Mountains. These rocks include Pleistocene basalt, Mesozoic intrusive rocks, and Pre-Cenozoic metamorphic rocks. The rocks of Grouse Mountain, Mount Tom, Wheeler Crest, the Volcanic Tableland, and the Benton Range form the northwestern boundary. The rocks of Grouse Mountain, Mount Tom, and Wheeler Crest that bound the subbasin consist of Mesozoic intrusive rocks and Quaternary glacial deposits. The crystalline rocks of the Volcanic Tableland and Benton Range include Plio-Pleistocene volcanic rocks and Mesozoic granitic rocks (Jennings 1958; DWR 1964; Matthews and Burnett 1965; Strand 1967; Danskin 1998). The subbasin boundary is defined by thirty (30) segments detailed in the descriptions below.

### Segment Descriptions

This table describes each line segment composing the basin boundary polygon for this basin. It includes fields describing the segment label, segment type, segment description, and cited reference. For more information, email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

<u>Segment Label</u>	<u>Segment Type</u>	<u>Description</u>	<u>Ref</u>
1-2	E State	Begins from point (01) and follows the California-Nevada border to point (02).	{a}
2-3	E Non-Alluvial	Continues from point (02) and generally follows the geologic contact of Quaternary alluvium with Pre-Cretaceous crystalline rocks and Cambrian marine sedimentary rocks of the White Mountains to point (03).	{a}
3-4	E Non-Alluvial	Continues from point (03) and generally follows the geologic contact of Quaternary alluvium with Paleozoic marine sedimentary rocks and Pleistocene to Precambrian crystalline rocks of the White and Inyo Mountains to point (04).	{a}
4-5	I	Continues from point (04) and crosses Quaternary alluvium at a narrow gap	{a}

<u>Segment Label</u>	<u>Segment Type</u>	<u>Description</u>	<u>Ref</u>
	Alluvial	between outcrops of Plio-Pleistocene volcanic rocks to point (05).	
5-6	E Non- Alluvial	Continues from point (05) and generally follows the geologic contact between Plio-Pleistocene non-marine sedimentary deposits and crystalline rocks of the Coso Range to point (06).	{a}
6-7	I Non- Alluvial	Continues from point (06) and generally follows the geologic contact between Plio-Pleistocene non-marine sedimentary deposits and Pleistocene volcanic rocks to point (07).	{a}
7-8	E Non- Alluvial	Continues from point (07) and generally follows the geologic contact between Plio-Pleistocene non-marine sedimentary deposits and Pleistocene volcanic rocks to point (08).	{a}
8-9	I Non- Alluvial	Continues from point (08) and crosses Plio-Pleistocene non-marine sedimentary deposits at a narrow gap between outcrops of volcanic rocks to point (09).	{a}
9-10	E Non- Alluvial	Continues from point (09) and generally follows the geologic contact between Plio-Pleistocene non-marine sedimentary deposits and Tertiary volcanic rocks to point (10).	{a}
10-11	I Alluvial	Continues from point (10) and crosses Quaternary alluvium, where alluvial fans merge from the Sierra Nevada Mountains to the west and the Coso Range to the east, to point (11).	{b}
11-12	E Non- Alluvial	Continues from point (11) and generally follows the geologic contact between Quaternary alluvium and Pleistocene and older crystalline rocks of the Sierra Nevada Mountains to point (12).	{a}
12-13	E Alluvial	Continues from point (12) and crosses a thin veneer of unsaturated alluvium and glacial till to point (13).	{c}
13-14	E Non- Alluvial	Continues from point (13) and generally follows the geologic contact between Quaternary alluvium and Mesozoic and older crystalline rocks of Grouse Mountain, Mount Tom, and Wheeler Crest to point (14).	{a}
14-15	E Non- Alluvial	Continues from point (14) and generally follows the geologic contact between Quaternary alluvium and Pleistocene to Mesozoic crystalline rocks of Wheeler Crest and the Volcanic Tableland to point (15).	{a}
15-16	E Non- Alluvial	Continues from point (15) and generally follows the geologic contact between Quaternary alluvium and Pleistocene volcanic rocks of the Volcanic Tableland to point (16).	{a}
16-17	I Alluvial	Continues from point (16) and crosses Quaternary alluvium at a narrow gap between outcrops of Pleistocene volcanic rocks of the Volcanic Tableland to point (17).	{a}
17-18	E Non- Alluvial	Continues from point (17) and generally follows the geologic contact between Quaternary alluvium and Pleistocene volcanic rocks of the Volcanic Tableland to point (18)	{a}

<u>Segment Label</u>	<u>Segment Type</u>	<u>Description</u>	<u>Ref</u>
18-1	E Non- Alluvial	Continues from point (18) and generally follows the geologic contact between Quaternary alluvium and Pleistocene to Mesozoic crystalline rocks of the Volcanic Tableland and the Benton Range and ends at point (01).	{a}
19-19	E Non- Alluvial	Begins from point (19) and generally follows the geologic contact between Quaternary alluvium and Mesozoic intrusive rocks of the Tungsten Hills and ends at point (19).	{a}
20-20	E Non- Alluvial	Begins from point (20) and follows the geologic contact between Quaternary alluvium and Mesozoic intrusive rocks and ends at point (20).	{a}
21-21	E Non- Alluvial	Begins from point (21) and follows the geologic contact between Quaternary alluvium and Mesozoic granitic rocks and ends at point (21).	{a}
22-22	E Non- Alluvial	Begins at point (22) and follows the geologic contact between Quaternary alluvium and Pleistocene volcanic rocks and ends at point (22).	{a}
23-23	E Non- Alluvial	Begins from point (23) and follows the geologic contact between Quaternary alluvium and crystalline rocks of the Poverty Hills and Red Mountain and ends at point (23).	{a}
24-24	E Non- Alluvial	Begins from point (24) and follows the geologic contact between Quaternary alluvium and Pleistocene volcanic rocks and ends at point (24).	{a}
25-25	E Non- Alluvial	Begins from point (25) and follows the geologic contact between Quaternary alluvium and Pleistocene volcanic rocks and ends at point (25).	{d}
26-26	E Non- Alluvial	Begins from point (26) and follows the geologic contact between Quaternary alluvium and Mesozoic granitic rocks and ends at point (26).	{d}
27-27	E Non- Alluvial	Begins from point (27) and follows the geologic contact between Quaternary alluvium and Mesozoic crystalline rocks of the Alabama Hills and ends at point (27).	{d}
28-28	E Non- Alluvial	Begins at point (28) and follows the geologic contact between Quaternary alluvium and Mesozoic crystalline rocks of the Alabama Hills and ends at point (28).	{d}
29-29	E Non- Alluvial	Begins from point (29) and follows the geologic contact between Quaternary alluvium and Plio-Pleistocene volcanic rocks and ends at point (29).	{e}
30-30	E Non- Alluvial	Begins from point (30) and follows the geologic contact between Quaternary alluvium and Mesozoic crystalline rocks and ends at point (30).	{e}

# Significant Coordinates

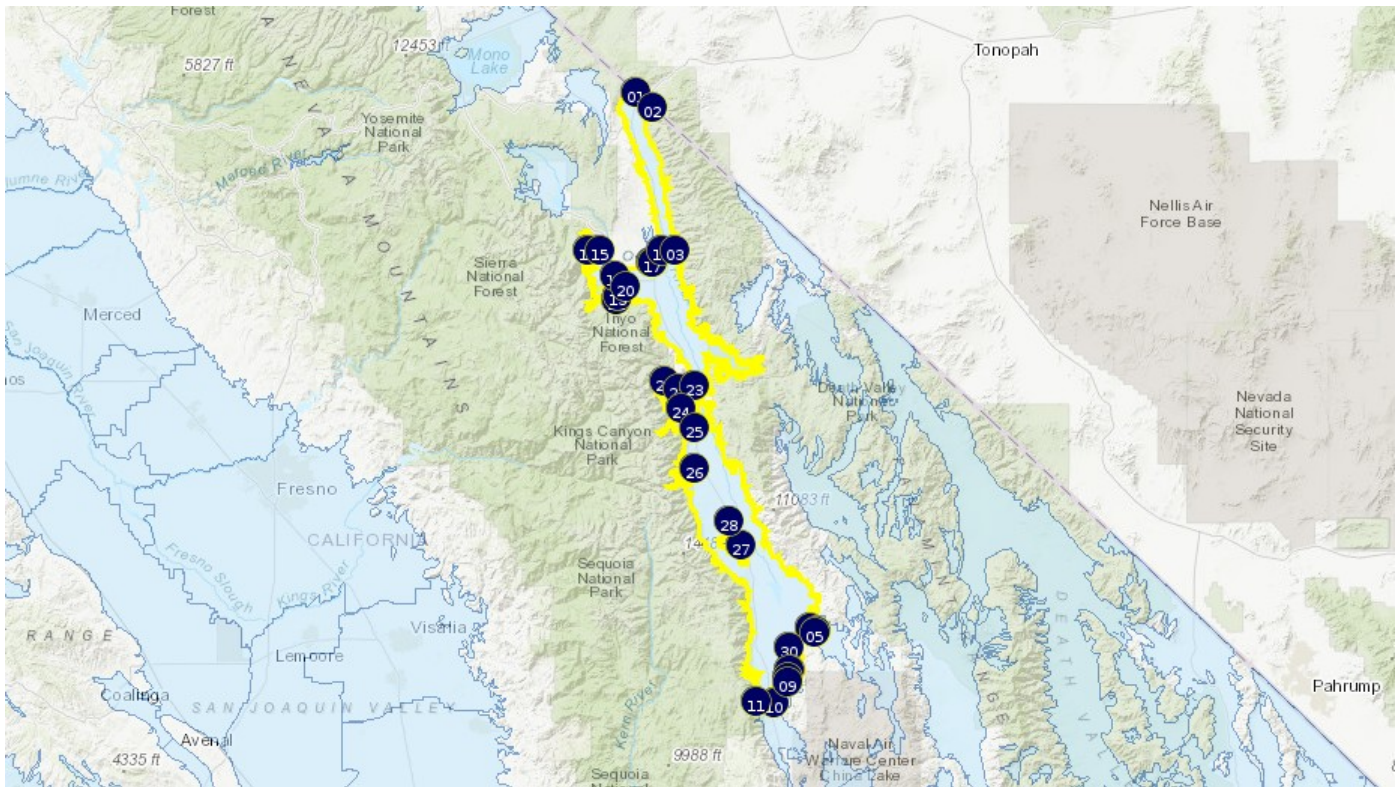
This table contains the latitudes and longitudes of all the beginning and ending points of each segment comprising the basin boundary polygon for this basin. For more information, email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

<b><u>Point</u></b>	<b><u>Latitude</u></b>	<b><u>Longitude</u></b>
1	37.920222728	-118.461312951
2	37.876529821	-118.400525274
3	37.463053074	-118.320313773
4	36.350283214	-117.806365133
5	36.345400966	-117.811441351
6	36.234546963	-117.900026989
7	36.234609077	-117.903310247
8	36.215405139	-117.909150194
9	36.199673401	-117.905923472
10	36.13742331	-117.960394976
11	36.144587867	-118.022372587
12	37.317245722	-118.535988015
13	37.330911566	-118.5268338
14	37.463189877	-118.639119662
15	37.46302528	-118.592603326
16	37.426402498	-118.409353057
17	37.427055874	-118.404556141
18	37.462859122	-118.369815901
19	37.387285353	-118.542821332
20	37.360087177	-118.502731258
21	37.083223044	-118.360292907
22	37.060726244	-118.311092331
23	37.070669227	-118.249674408
24	37.005614122	-118.29772837
25	36.947710681	-118.248906216
26	36.827659808	-118.250968105
27	36.6042091	-118.079786699

28	36.67290748	-118.124759127	
29	36.360204734	-117.826711663	
30	36.301494636	-117.900729901	

# Map

## 6-012.01 OWENS VALLEY



[Map Link](#)

## References

This table contains the reference listings for the citations noted in the segment description table. Each reference contains the name of the reference, in addition to the publication date. For more information, email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

<u>Ref</u>	<u>Citation</u>	<u>Pub Date</u>	<u>Global ID</u>
{a}	California Geological Survey (CGS), Geologic Atlas of California Map No. 009, Mariposa Sheet, , 1:250,000, Rudolph G.Strand. URL: <a href="http://www.quake.ca.gov/gmaps/GAM/mariposa/mariposa.html">http://www.quake.ca.gov/gmaps/GAM/mariposa/mariposa.html</a>	1967	16
{b}	California Department of Water Resources (DWR), California's Groundwater, Bulletin 118 - Update 2003. <a href="http://water.ca.gov/groundwater/bulletin118/update_2003.cfm">http://water.ca.gov/groundwater/bulletin118/update_2003.cfm</a>	2003	73
{c}	BBMRS	varies	45
{d}	California Geological Survey (CGS), Geologic Atlas of California Map No. 005, Fresno Sheet, , 1:250,000, Robert A.Matthews and John L. Burnett. URL: <a href="http://www.quake.ca.gov/gmaps/GAM/fresno/fresno.html">http://www.quake.ca.gov/gmaps/GAM/fresno/fresno.html</a>	1965	32
{e}	California Geological Survey (CGS), Geologic Atlas of California Map No. 004, Death Valley Sheet, , 1:250,000, RobertStreitz and Melvin C. Stinson. URL: <a href="http://www.quake.ca.gov/gmaps/GAM/deathvalley/deathvalley.html">http://www.quake.ca.gov/gmaps/GAM/deathvalley/deathvalley.html</a>	1974	13

- I: Internal
- E: External

# 6-012.02 OWENS VALLEY – FISH SLOUGH

## Basin Boundaries Description

2016

### Summary

The Fish Slough groundwater subbasin underlies a small valley in the upper portion of Owens Valley. The subbasin consists of alluvial deposits overlain by Bishop Tuff in the Volcanic Tableland. The southern portion of the subbasin is in Inyo County, and the northern portion is in Mono County. The subbasin is bounded almost entirely by pyroclastic deposits of the Volcanic Tableland. The basin boundary is defined by two (2) segments detailed in the descriptions below.

### Segment Descriptions

This table describes each line segment composing the basin boundary polygon for this basin. It includes fields describing the segment label, segment type, segment description, and cited reference. For more information, email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

<u>Segment Label</u>	<u>Segment Type</u>	<u>Description</u>	<u>Ref</u>
1-2	E Alluvial	Begins from point (1) and follows the contact of Quaternary alluvium with Pleistocene Bishop Tuff to point (2).	{a}
2-1	I Management Area	Continues from point (2) and follows the boundary of the Inyo-Los Angeles Long Term Water Agreement management area and ends at point (1).	{b}



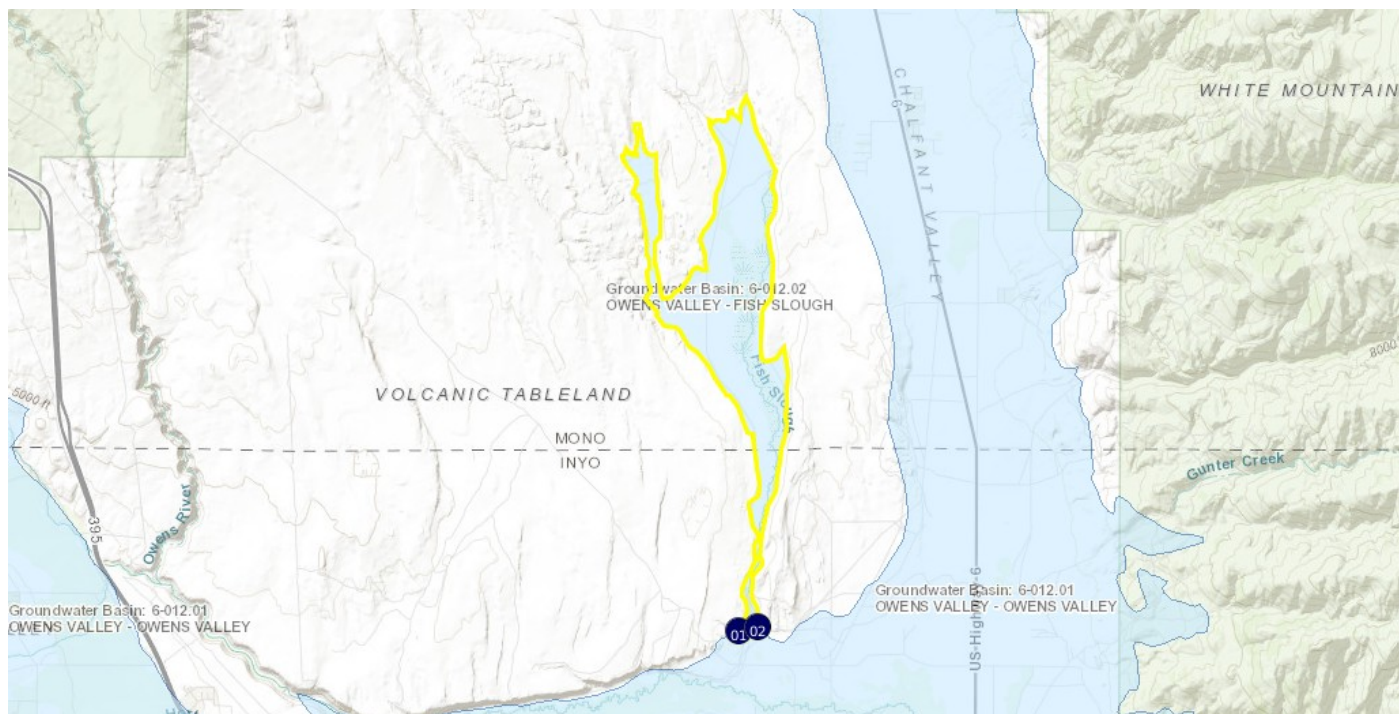
## Significant Coordinates

This table contains the latitudes and longitudes of all the beginning and ending points of each segment comprising the basin boundary polygon for this basin. For more information, email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

<u>Point</u>	<u>Latitude</u>	<u>Longitude</u>	
1	37.426402498	-118.409353057	
2	37.427055874	-118.404556141	

# Map

## 6-012.02 OWENS VALLEY – FISH SLOUGH



[Map Link](#)

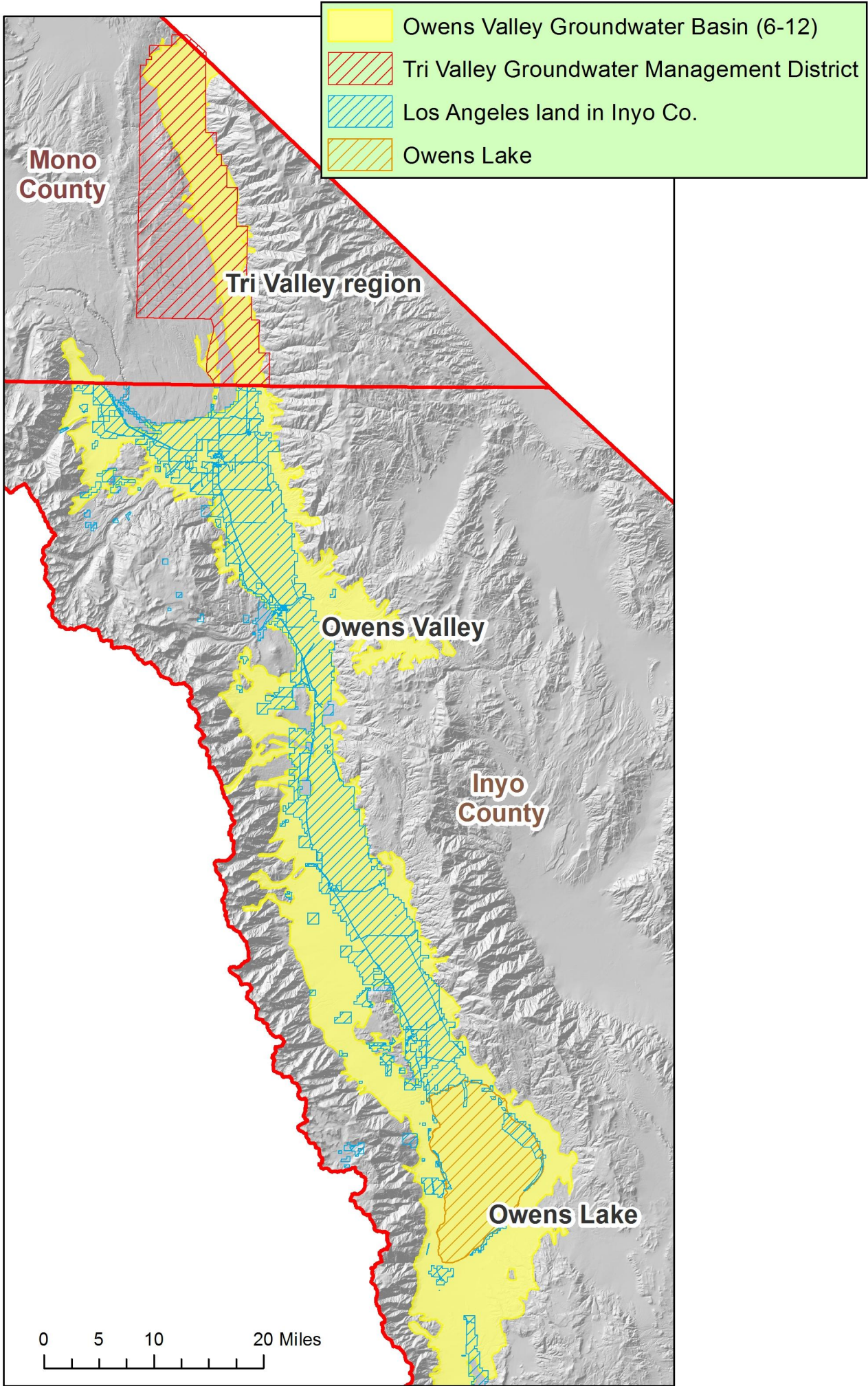
## References

This table contains the reference listings for the citations noted in the segment description table. Each reference contains the name of the reference, in addition to the publication date. For more information, email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

<u>Ref</u>	<u>Citation</u>	<u>Pub Date</u>	<u>Global ID</u>
{a}	United States Geological Survey (USGS), Geologic Map of the Bishop 15-Minute Quadrangle, California 1:62,500, P.C. Bateman, J.W. Reid, M.W. Ellis. <a href="http://ngmdb.usgs.gov/Prodesc/prodesc_4474.htm">http://ngmdb.usgs.gov/Prodesc/prodesc_4474.htm</a>	1965	
{b}	City of Los Angeles, Green Book for the Long-Term Groundwater Management Plan for the Owens Vall Inyo County, G. James, D. Groeneveld, B. Hutchison, D.C. Williams, R.H. Rawson, E.L. Coufal. <a href="http://www.water.ca.gov/groundwater/docs/GWMP/SL-2_InyoCounty-LosAngelesDWP_GWMP">http://www.water.ca.gov/groundwater/docs/GWMP/SL-2_InyoCounty-LosAngelesDWP_GWMP</a> .		

### Footnotes

- I: Internal
- E: External





R22-\_\_

**A RESOLUTION OF THE MONO COUNTY BOARD OF SUPERVISORS  
DECIDING TO BECOME THE GROUNDWATER  
SUSTAINABILITY AGENCY FOR  
THE LONG VALLEY GROUNDWATER BASIN**

**WHEREAS**, the County of Mono (the “County”) is a local agency with water management and land use responsibilities within the meaning of California Water Code section 10721 (part of the Sustainable Groundwater Management Act of 2014 (SGMA)) and is eligible to serve as a Groundwater Sustainability Agency (GSA) under section 10723 of the Act; and

**WHEREAS**, the County overlies the Long Valley Groundwater Basin, delineated in the Department of Water Resources’ (DWR) Bulletin 118 as Basin Number 6-011 (the “Long Valley Basin”). The Long Valley Basin is currently ranked as low priority under SGMA; and

**WHEREAS**, the Board of Supervisors held a public hearing on May 17, 2022, and received public and staff input into its decision whether to become a GSA under SGMA for the Long Valley Groundwater Basin; and

**WHEREAS**, notice of the hearing was published twice in two newspapers of general circulation within the County of Mono in accordance with Government Code section 6066 and Water Code section 10723(b); and

**WHEREAS**, having considered all public comment and input received, the Mono County Board of Supervisors wishes to declare its decision to serve as the GSA for the Long Valley Groundwater Basin

**NOW, THEREFORE, BE IT RESOLVED** by the Mono County Board of Supervisors that, in accordance with California Water Code section 10723, Mono County hereby determines that it will serve as the GSA for the Long Valley Groundwater Basin (Basin Number 6-011 as delineated in DWR’s Bulletin 118, 2020).

**BE IT FURTHER RESOLVED** that within thirty days of adoption of this resolution, staff is directed to file with the Department of Water Resources such documentation (including the information set forth in Water Code section 10723.8 and a copy of this resolution) as is necessary to inform the Department of the County’s election.

**BE IT FURTHER RESOLVED** that County staff shall create and maintain a list of persons interested in receiving notices regarding groundwater sustainability plan preparation,

1 meeting announcements, notices of availability of draft plans, maps, and other relevant  
2 documents, as required by Water Code section 10723.4, together with a list of beneficial users of  
3 water within the basin (as defined in Water Code section 10723.2), for the provision of notice of  
4 future meetings or actions of the GSA.

5 **BE IT FURTHER RESOLVED** that the County remains committed to working with its  
6 partner local agencies including, but not limited to, the Tri-Valley Groundwater Management  
7 District, the Wheeler Crest Community Services District, the Owens Valley Groundwater  
8 Agency and others to achieve sustainable groundwater management in a manner that preserves  
9 local control and minimizes adverse impacts to current groundwater users.

10 **PASSED, APPROVED and ADOPTED** this 17<sup>th</sup> day of May, 2022, by the following  
11 vote, to wit:

12 **AYES:**  
13 **NOES:**  
14 **ABSENT:**  
15 **ABSTAIN:**

16 \_\_\_\_\_  
17 Bob Gardner, Chair  
18 Mono County Board of Supervisors

19 **ATTEST:**

20 **APPROVED AS TO FORM:**

21 \_\_\_\_\_  
22 Clerk of the Board

23 \_\_\_\_\_  
24 County Counsel

# 6-011 LONG VALLEY

## Basin Boundaries Description

2003

- County: Mono
- Surface Area: 71,800 acres (112 square miles)

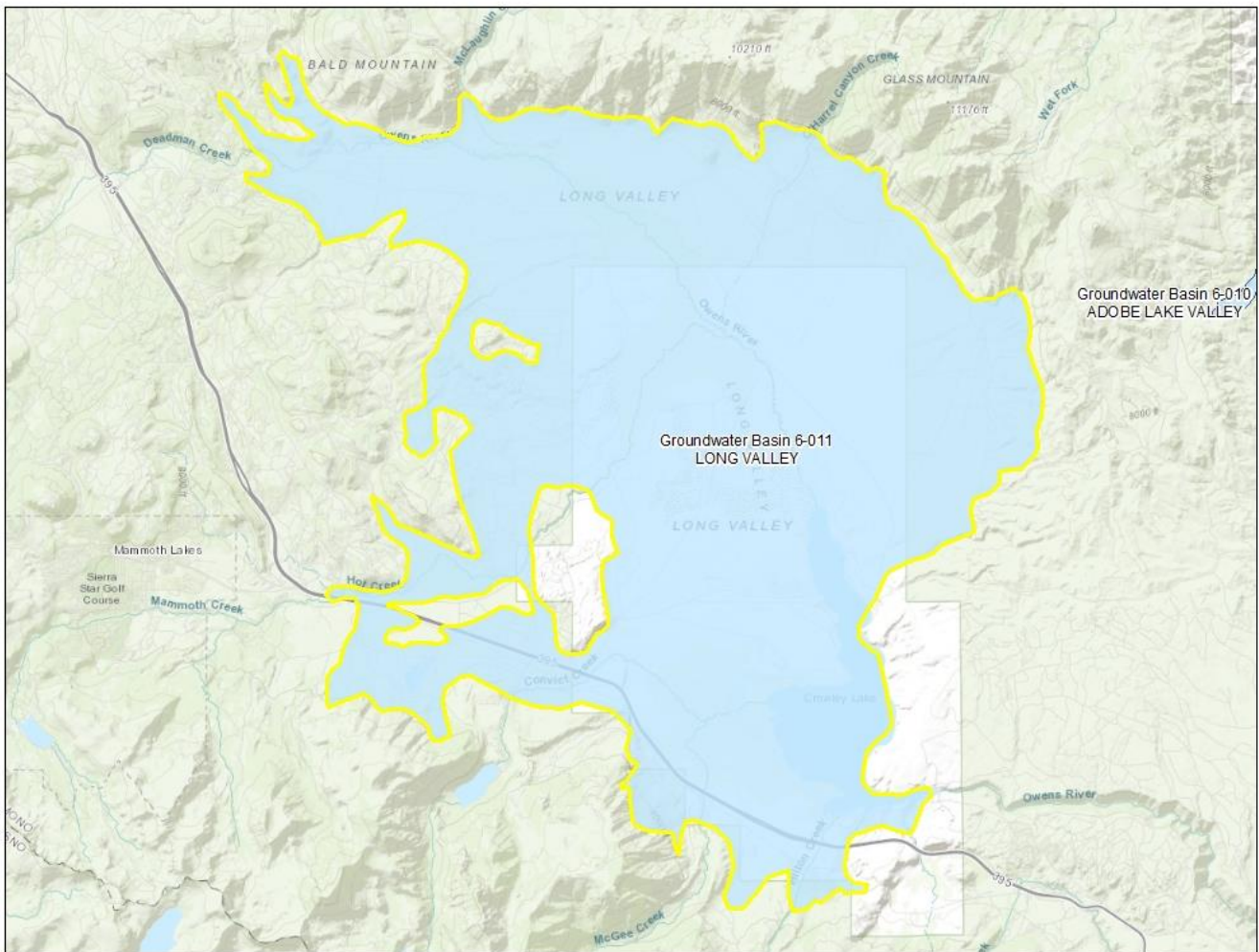
### Summary

This groundwater basin underlies Long Valley in southern Mono County. The basin is bounded by nonwater-bearing rocks of Bald and Glass Mountains on the north, of Round Mountain on the east, of the Sierra Nevada on the south, and of volcanic highlands on the west (DWR 1964; Strand 1967).



# Map

## 6-011 – LONG VALLEY



[Map Link](#)

## References

This table contains the reference listings for the citations noted in the Summary. Each reference contains the name of the reference and the publication date. For more information, email [sgmps@water.ca.gov](mailto:sgmps@water.ca.gov).

<u>Citation</u>	<u>Pub Date</u>
California Department of Water Resources (DWR). 1964. <i>Ground Water Occurrence and Quality Lahontan Region</i> . Bulletin No. 106-1. p.107-112.	1964
Strand, Rudolf. ed. 1967. <i>Geologic Map of California Mariposa Sheet</i> . Olaf P. Jenkins Edition. California Department of Conservation, Division of Mines and Geology. Scale 1:250,000.	1967